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Contract Database Metadata Elements

Title: **Rockland, County of and Rockland Association of Management, NYSUT, AFT, AFL-CIO, Local 4404 (2005)**

Employer Name: **Rockland, County of**

Union: **Rockland Association of Management, NYSUT, AFT, AFL-CIO**

Local: **4404**

Effective Date: **01/01/05**

Expiration Date: **12/31/06**

PERB ID Number: **7083**

Unit Size:

Number of Pages: **65**

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AGREEMENT

**By and Between
the
COUNTY OF ROCKLAND
and
ROCKLAND ASSOCIATION OF
MANAGEMENT, NYSUT, AFT
LOCAL 4404, AFL-CIO**

January 1, 2005 - December 31, 2006

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

TABLE OF CONTENTS

<u>TITLE</u>	<u>ARTICLE</u>	<u>PAGE</u>
Appropriate Negotiating Unit	II	1-2
Basic Work Week and Basic Work Period	IX	14-15
Collection of Dues	VII	5-6
Consultation on Matters of Administration of the Agreement	VI	5
Definitions of Terms as Used in this Agreement	XVII	39
Discipline	V	4-5
Effective Date and Duration of this Agreement	XX	39
Employee Health Benefits Contribution Reopener	XIX	39
General Provisions	XV	34-38
Grievance Procedure	XIV	28-35
Leave with Pay	X	15-24
Leave without Pay	XI	24-25
Medical, Surgical and Hospitalization Insurance and Other Benefits	XII	25-27
Necessity for Approval by the Appropriate Legislative Body	XXI	39-40
Participation in Health Benefits Advisory Committee	XVIII	39
Participation in the New York State Retirement System	XIII	27
Parties to the Agreement	I	1
Personnel File	XVI	38-39

<u>TITLE</u>	<u>ARTICLE</u>	<u>PAGE</u>
Rights of Employer and Employees	IV	3-4
Salary Plan	VIII	6-13
Schedule A		41
Schedule B		42
Schedule C		43
Scope of Agreement	III	2-3
Sick Leave Bank	XV(#17)	38
Schedule D		44-46
Drug and Alcohol Policy	XV(#18)	38
Schedule E		47-57
Form A		58
Form B		59
Form C		60
Form D		61
Form E		62

PREAMBLE

Whereas it is the intent and purpose of the parties to this Agreement to:

1. Establish and maintain an harmonious and cooperative relationship between the County of Rockland and its employees in order to protect the public by assuring at all times the orderly and uninterrupted operation and function of government;
2. Comply with the requirements of the Public Employees' Fair Employment Act by recognizing the rights of the employees of the County of Rockland to self organization and representation for collective negotiations on the terms and conditions of employment;
3. The Association affirms that it does not assert the right to strike. Nor shall the Association cause, instigate, encourage or condone a strike.

Now in consideration of the mutual obligations contained herein the parties agree as follows:

ARTICLE I - Parties to the Agreement

1. The parties to this Agreement are the County of Rockland, hereinafter referred to as the "Employer", and the Rockland Association of Management, NYSUT, AFT, Local 4404, AFL-CIO, hereinafter referred to as the "Association".
2. The Employer recognizes the Association as the exclusive representative of all those County Employees determined to be in the appropriate negotiating unit for the term of this Agreement.

ARTICLE II - Appropriate Negotiating Unit

1. PREAMBLE:

The County employees determined to be in the negotiating unit exclusively represented by the Association shall be employees in competitive Civil Service positions, the responsibilities of which are managerial or administrative in nature, and/or generally require higher education or specialized training and experience.

Those County employees in full time non-competitive Civil Service positions, which require professional licensing, may be included within the Association, if such inclusion is mutually agreeable between the Employer and the Association.

Unless otherwise stated, the provisions of this agreement apply to all employees of the County of Rockland except:

- 1A. The officer or department head of a department, office or agency reporting directly to the County Executive, Deputy County Executive or Legislature.

- 1B. Employees in the Office of the District Attorney.
- 1C. Employees in other existing or certified bargaining units.
- 1D. Deputy Budget Director, Deputy Commissioner-Finance, Deputy Commissioner of Mental Health, Coordinator Stop-DWI.

ARTICLE III Scope of the Agreement

1. It is understood and agreed by the parties to this Agreement, that any provisions inconsistent with or contrary to law or rules and regulations having the force and effect of law shall be considered as deleted from the Agreement without harm to the remaining provisions of the Agreement.

If any article or section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

2. The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

Therefore, for the life of this Agreement the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to negotiate collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

Accordingly, this Agreement constitutes the full and complete agreement between the parties and shall not be modified, deleted from, added to, superceded or altered without the mutual written agreement of both parties.

3. The provisions of this Agreement, except as limited within the Agreement, apply to all permanent, provisional and temporary employees working in a position duly established by the legislative body in the Appropriate Negotiating Unit as defined in Article II.
4. Part-time employees covered by this Agreement shall benefit from the provisions contained therein for vacation, sick, holiday and personal leave accruals, except as limited by Article X 1, in the proportion that

the position as established or subdivided bears to the basic work week or work period of full-time positions in that title or job category. However, no such employee shall receive such benefits at a percentage rate higher than that determined by the number of hours of the position as established or subdivided.

ARTICLE IV - Rights of Employer and Employees

1. The intent and purpose of the within Article is to set forth the rights and responsibilities of the Employer, Employees and the Association consistent with law. Nothing contained herein shall deprive the Employer and employees of any protection and/or rights they have under this contract, the New York State Civil Service Law and any other applicable law.

2. General Rights and Responsibilities of the Employer

a. Nothing in this Agreement shall be construed as delegating the authority conferred by law on any elected official, department, office or agency head, or the chief executive officer, or director of any department, office or agency under the jurisdiction of a Board or Commission or in any way to reduce or abridge such authority.

b. The rights and responsibilities of the Employer include but are not necessarily limited to the following:

- (1) To determine the standards of services to be offered by its offices, agencies and departments;
- (2) To direct employees of the County;
- (3) To hire, promote, transfer, assign, and retain employees and to suspend, demote, discharge or take disciplinary action against employees;
- (4) To relieve employees from duties because of lack of work, or for other legitimate reasons;
- (5) To maintain the efficiency of government operations entrusted to them;
- (6) To determine the methods, means and personnel by which such operations are to be conducted;
- (7) To take whatever actions may be necessary to carry out the mission of the department, office or agency concerned.

3. General Rights and Responsibilities of the Employee and the Association

- a. Employees shall have the right to form, join and participate in or refrain from forming, joining or participating in the Union free from interference, coercion, restraint, discrimination or reprisal.
- b. The Association has the right and responsibility to represent all employees in the negotiating unit on any matter concerning the terms and conditions of employment within the limits of this Agreement. However, nothing in this Agreement shall be construed as to preclude any employee, regardless of Association membership, from bringing matters of personal concern directly to the attention of the appropriate appointing authority in accordance with applicable law, rules and/or regulations having the force and effect of law or pursuant to the established policy of the appointing authority.
- c. The presentment of such matters of personnel concern by an employee shall not take the place of, or affect the rights of either party, under the grievance procedure set forth in Article XIV. Any agreement made between the appointing authority and the employee involved shall not be enforceable if contrary to the terms of the collective bargaining agreement.

ARTICLE V - Discipline

1. All permanent employees in the unit subject to the provisions of Sections 75 and 76 of the Civil Service Law shall have such rights as are provided by and limited by the terms of those sections of the Civil Service Law.
2.
 - a. When an employee is absent without leave and without notification in writing to the employer for a period of ten work days, such absence shall be considered to constitute a resignation to become effective on the date the absence began.
 - b. If an employee fails to return to work within ten work days following the expiration of a leave of absence, inclusive of any extensions, such absence shall constitute a resignation unless such employee shall have submitted notification in writing within said ten (10) day period as to why they have not returned. For the purpose of determining eligibility for reinstatement this form of resignation shall be deemed to be effective the date which marked the beginning of such leave of absence.
 - c. Nothing herein shall be deemed to excuse the unauthorized absence of an employee, or failure to return to work upon the expiration of an authorized leave of absence, nor to waive any rights the County may have to take any appropriate disciplinary actions.

3. Notwithstanding Section 75 and 76 of the Civil Service Law and any other applicable law and any other provisions of this Agreement, any employee covered by this Agreement may be issued letters of reprimand, copies of which shall be placed in the employee's personnel file and sent to the Association. The letters of reprimand shall inform the employee of his/her rights to make written replies to same.

ARTICLE VI Consultation on Matters of Administration of the Agreement

1. Both parties agree that during the life of this Agreement questions or differences of opinion may arise in connection with the administration of this Agreement. Each party agrees to designate no more than three (3) representatives to meet and make every reasonable effort to resolve such differences.
2. Either party may request a meeting of the other party on matters arising in connection with the administration of this Agreement. The request shall be in writing, addressed to the County Personnel Officer or the President of the Association, and shall include a statement of the specific subject matter or matters to be discussed. Upon receipt of a written request, a meeting shall be mutually scheduled as promptly as possible but no later than seven working days after receipt of the request. Unless an agreement is reached in thirty (30) days following the first meeting of the aforesaid representatives, it shall be deemed that no agreement has been reached; provided however, that said time period may be extended by mutual consent.
3. Any agreement or understanding reached by the aforesaid representatives as a result of such meetings shall be in writing.

ARTICLE VII - Collection of Dues

1. Membership Dues - Upon the written authorization of the employee concerned and unless the employee subsequently revokes such written authorization, the Employer shall deduct membership dues from the employees' bi-weekly pay in the amounts certified to by the Treasurer of the Association. The amounts so deducted shall be forwarded to the Association at regular intervals.
2. Agency Shop - The Employer agrees, in accordance with Section 208.3 (b) of the Public Employees' Fair Employment Act, to deduct from the salary of an employee who is not a member of the Association, but who is represented by the Association for the purpose of collective negotiation, an Agency Shop Fee in an amount equivalent to the amount of dues payable by a member of the Association, provided that the Association establish and maintain a procedure providing for the refund to any employee demanding the return of any part of such Agency Shop Fee in accordance with applicable law.
3. Deductions - As soon as reasonably possible, and upon written authorization of the employee concerned and unless said employee

subsequently rescinds such written authorization, the Employer agrees to permit deductions from the employee's wage for:

- a. Insurance premiums for various insurance coverages sponsored by the Union;
- b. Individual retirement accounts;
- c. Tax sheltered annuities;
- d. Deferred compensation plans;
- e. Credit unions (not more than two).
- f. (1) However, it is agreed and understood the number or vendors which are permitted to participate in sub-section b, c, and d above, shall be at the sole discretion of the Employer after consultation with the Association.

(2) It is further agreed and understood that notwithstanding anything else to the contrary, such deductions must comply with appropriate law and must function within the present capacity of the system, and must not require purchase of new equipment

(3) It is further agreed and understood that the Association shall indemnify and hold the County harmless for any claims arising from an act of omission or commission on the part of the Employer.

ARTICLE VIII - Salary Plan

1. Management positions shall be assigned to one of three groups referred to as Schedules A, B, and C;
 - a. Schedule A - Schedule A positions shall be those assigned to one of the 10 Management Bands established by Resolution 612 of the 1972, as amended;
 - b. Schedule B - Schedule B positions shall be those which are normally worked on less than a full time basis and for which fixed salaries are established;
 - c. Schedule C - Schedule C positions shall be full-time positions not assigned to any other schedule.

2. Trainees

- a. The starting salary of a person appointed as a Trainee in a training program lasting a period of more than a year (but not exceeding two (2) years) shall be eighty-one percent (81%) of the starting salary of the salary band to which the position for which he/she is training is allocated. Upon successful completion of the approved training program, to the point where the time remaining in said training program is twelve (12) months, the salary of the Trainee shall be increased to ninety percent (90%) of the starting salary of the said band. A Trainee in a training program lasting a period of one year or less, will start at the ninety percent (90%) level. At the conclusion of satisfactory service under said training program, the Trainee shall be appointed to the position with the full starting salary of same.

3. Salary schedules for each year of this Agreement for A, B and C are attached hereto and made a part of this Agreement.

- a. It is agreed and understood that the official rates of pay are annual (to be divided into appropriate hourly rates for bi-weekly pay periods), as shown in Schedules A, B and C.

- (1) Effective January 1, 1985, any employee who was not on one of the salary steps of the schedules in effect as of December 31, 1984, shall first be deemed to be on the next higher step of the July 1, 1984 schedules and subsequent increases shall be based on the resultant rate.

- (2) Effective January 1, 2005, there shall be a 3.75% increase added to each step of the schedules in effect on December 31, 2004. Such an increase shall be applied retroactively to the salaries of all unit members employed on the date that the County Executive signs the Legislative Resolution approving this Agreement.

- (3) Effective January 1, 2006, there shall be a 3.5% increase added to each step of the schedules in effect on December 31, 2005.

4. Exceptions

- a. Notwithstanding anything set forth herein above, anyone who is not eligible to move to the next higher step of their Band (i.e., due to longevity) or who are beyond the top of their salary Band, will be red circled at their present rate and receive the percentage increase set forth in Section 3a. (2) above.

5. Anniversary Dates

- a. An employee's management anniversary date shall be based on said employee's earliest date of appointment to a management

position, lasting six (6) months or more, regardless of any subsequent management appointments, as follows, except that, no employee shall be disadvantaged with respect to management anniversary date increments, as distinct from longevity increments, by the application of the management anniversary date rule contained in Section 5.b and 5.c. of this Article, whose management anniversary date for increment purposes prior to December 21, 1985 was between January 1 and June 30:

- b. Employees so appointed between January 1 and June 30, or whose management anniversary date for increment purposes prior to December 21, 1985 was between January 1 and June 30 as described in Section 5.a. of this Article, shall have a January 1 management anniversary date.
- c. Employees so appointed between July 1 and December 31 shall have a July 1 management anniversary date.

6. Increments: Annual Or Service Increments - (e.g. Movement From Step 5 to 6)

- a. An employee shall be eligible for an award of an annual increment (steps 0 to 6) on that employee's anniversary date as determined by the provisions of Section 5.
- b. Except that, a management employee newly hired into County service shall receive his/her first increment on the date the employee completes one year of County Service, following which said employee's management anniversary date for increments shall be as defined in section 5, above.
- c. Longevity Increments
 - (1) Employees shall be eligible for longevity increases after they have reached Step 6 of their salary band and have completed 10, 15, 20 or 25 years of County service respectively.
 - (2) In such cases, longevity increments only will be granted on the next available management anniversary date (January 1 or July 1) following the completion of the 10, 15, 20 or 25 years of County service respectively, in accordance with the provisions of this Article, regardless of whether the employee has received one other increment as defined in section 5 above in that calendar year, except that no employee shall receive two (2) longevity increments in any one calendar year.
 - (3) It is understood that for the purpose of longevity increments only the employee's management anniversary date may change from January 1 to July 1 and the reverse.

7. Denial of Increment and Review

- a. Increments for which an employee becomes eligible shall be awarded on the appropriate increment eligibility date to employees on the approval of their Department Head, providing, however, that increments shall not be denied to eligible personnel unless the approving authority shall provide the employee with written notification sixty (60) days in advance of the employee's Increment Eligibility Date of the approving authority's intent of not approving an increment because of deficiencies in the employee's job performance. Such written notification shall specify those aspects of the employee's job performance which are deficient and shall specify the corrective actions which the employee must take to eliminate those deficiencies.
- b. After six months but not later than nine months from the date an employee becomes eligible to receive a salary increment, an employee whose increment was not approved by the appropriate approving authority shall have the right to appeal the approving authority's decision to an ad hoc Management Salary Review Committee. Such appeals must be in writing and directed to the Office of the County Executive of Rockland County. The Management Salary Review Committee shall be comprised of the following:
 - (1) A representative from the Office of the County Executive of Rockland County. This representative shall be the Chairman of the Management Salary Review Committee.
 - (2) A representative selected by the President of the Association.
 - (3) A Department Head selected by the Chairman of the Rockland County Legislature. The Department Head selected may not be the Department Head of the department in which the appealing employee is employed.
- c. The Management Salary Review Committee shall schedule a hearing for the employee within sixty (60) days of the employee's request to be heard. The committee may invite anyone it considers appropriate to provide information at the hearing.

A majority recommendation of the Management Salary Review Committee shall be final and binding.
- d. The Management Salary Review Committee shall have the authority to recommend retroactive increments and salary increases the employee would have otherwise been eligible to receive, providing, the effective date may not be earlier than the date the employee's written request for a hearing was received by the Office of the County Executive of Rockland County.

8. Promotion

- a. Upon promotion from within or without management, the employee shall be granted a 10% salary increase, or the starting salary of the band, whichever is greater, even if such increase falls between the steps of the band to which the employee is promoted.
- b. In such cases, the employee will be moved to the next higher step of the band on his next management anniversary date as defined in section 5 above. From that time on, the employee will receive increments as defined in section 6 above.
- c. The salary of an incumbent of a non-management position which has been determined to be in management and allocated to Schedule A shall be determined in accordance with the promotion rule.
- d. Definition of Promotion: Promotion is movement from a lower-level position to a higher-level different position such that there is an increase in the complexity and/or level of responsibility of the duties, there is an increase in the knowledge, skills, and abilities needed to perform the job, and higher-level education and/or experience are required. Promotion shall not be defined as the placement (accretion) of a non-union management title into the bargaining unit.
- e. Coincidental Date Rule: When an employee is promoted to a management position, or a management title is allocated to a higher band, salary adjustments that are due on the same date will be made in accordance with the following criteria: any contractual increase (Art. VIII (3a) - cost-of-living) that is due shall be granted first; annual increments, if due, shall be granted second; and a promotional increment shall be granted third, as defined in Article VIII (8)(a).

9. Allocation or Reallocation

- a. Employees reassigned or appointed to another position in the same band shall continue to receive their current salary.
- b. Employees reassigned or appointed from a position in one band to a position in a lower band, as well as employees in positions which are reallocated to a lower band, shall continue to receive their current salary or the normal maximum salary of the band to which their position is allocated, whichever is less.

Whenever the conditions set forth in Article VIII (9)(b) and Article VIII (11)(b) both apply to the employment of a member of the bargaining unit, the provision that would result in the higher salary shall be applied.

- c. Notwithstanding the above, management employees who, following a non-permanent appointment or assignment, are

appointed or returned to a lower level position, shall be compensated at the lower level as though the higher level assignment or appointment had not occurred.

- d. Incumbents of positions which are reallocated to higher bands in the same title, and who continue in the position in its new band designation, shall have their salary adjusted effective with the date of such band reassignment in accordance with the provisions of the promotion policy.

10. Temporary Assignments

When circumstance requires temporary assignment of an employee to work in a higher position title, any employee so assigned must be qualified and duly appointed to the position by the Appointing Authority, if vacant and unencumbered; if the position is encumbered by an employee on pay status, the Department Head shall seek the establishment of a temporary position to which an appointment could be made. A Management employee so once appointed shall be compensated in accordance with the promotion policy beginning on the thirty-first day of such appointment provided, however, and only if such temporary service shall be for a period in excess of 30 work days.

11. Re-Instatement and Re-Hire

- a. Re-Instatement From Former Management Service: A re-instated management employee shall be paid at the increment level of the salary band of the position to which re-instated, which is nearest that of his or her former salary in the position from which re-instated, provided, however, no such employee shall be deprived of the effect or any general wage increases or subsequent grade reallocation upward.

For purposes of salary administration, any former management employee, who has been re-hired in the same or equivalent position title within one year from the termination of the previous employment, shall be paid as a re-instated management employee, and further provided that time spent by an employee while on a preferred eligible list shall not be deemed a break in service.

- b. Re-Hire To Lower Band Position: For purposes of salary administration, any former management employee rehired to a lesser band management position, within one year from the termination of the previous employment, shall be paid at the same step of the new band as that of the former band at the time of the termination.

12. Salary Review

If under the salary schedules set forth in this contract, a member of this bargaining unit is in a band where the starting salary of the band is less than the starting salary of the highest

level non-management employee, who is supervised by the member of this bargaining unit, then the employer agrees to review the current salary of that management employee and to increase the salary of that employee to a level at least equal to the non-management employee.

13. Request For Rebanding Or Reallocation

- a.(1) If the appointing authority refuses to submit a reallocation request, then an employee or group of employees may request reallocation of their position title in the salary grades (reallocation), in writing, to the Commissioner of Personnel and shall supply whatever data is required to enable the Commissioner of Personnel to make a recommendation.
 - (2) Should the Commissioner of Personnel recommend rebanding, such recommendation shall be forwarded to the County Legislature.
 - (3) This is not an exclusive procedure and nothing in this Section is meant to preclude the employer from exercising its rebanding prerogative.
- b. Should the Commissioner of Personnel recommend against rebanding, the Union, on behalf of the appellant, may appeal such recommendation to the Rebandings Appeal Board (hereinafter referred to as Board) as set forth below.
 - c. The Board which is hereby established shall be composed of five (5) persons, three (3) of whom shall be appointed by and serve at the pleasure of the employer, and two members shall be appointed by and serve at the pleasure of the President of the Association.
 - d. (1) Appeals to the Board shall be in writing and accompanied by supporting documentation, and shall be submitted to the Office of the Chairman of the Legislature for forwarding to the Board.
 - (2) Upon receipt of an appeal, the Board shall notify the Commissioner of Personnel who shall then provide the recommendation and supporting documentation to the Board.
 - (3) The Board shall consider the written documentation submitted by both the Union and the Commissioner of Personnel in making its recommendation, but may request additional information as it deems necessary. The Board, in its discretion, may take testimony of parties, or other persons.

- (4) The Board shall adopt its own rules and regulations consistent with this Article. Decisions of the Board shall be by majority vote of the members of the Board.
- e. (1) Should the Board recommend against rebanding, that decision is final and binding, and no further appeal may be had, subject to the following:
 - a. After twelve (12) months from the date of the Board's denial, a new request for rebanding may be presented to the Commissioner of Personnel in conformance with the procedures in this Agreement.
 - b. Such request must contain a reasonable change from the appeal previously denied by the Board. Should such request not contain such reasonable change, it shall be returned to the requestor without further recommendation. Such decision of the Commissioner of Personnel shall not be subject to the grievance procedure; nor is same appealable to the Board.
 - c. Should the Commissioner of Personnel determine that reasonable change has been shown, but nevertheless recommends against rebanding, the Union, on behalf of the appellant, may appeal such recommendation to the Board as set forth in accordance with the terms of this article, and same shall be considered as a new appeal.
- (2) Should the Board recommend rebanding to another salary grade, the Board shall forward such recommendation to the Legislature.
- f. Should the Legislature adopt the recommendation of the Board, implementation shall be governed by appropriate laws, rules and regulations.
- g. It is understood that no employee shall have any claim against the County for any salary differences for any period prior to the date changes in banding allocation become effective.
- h. This sub-section (VIII)(13), and its provisions, is not subject to the grievance procedure, and the right to appeal any decision or recommendation made pursuant to same is hereby waived.

ARTICLE IX - Basic Work Week and Basic Work Period

1. Basic Work Week

For the purposes of computing any monetary obligations to management employees the basic work week for such employees, except schedule B employees, shall comprise forty hours in each 168-hour period beginning at 0001 hours each Saturday and terminating at 2400 hours each Friday, provided, however, that while no management employee shall be eligible to receive overtime compensation, each department head is authorized and encouraged to provide as flexible a working schedule as may be desired by each such management employee in his department consistent with the operating requirements of the department.

2. Other Work Situations

Management employees shall be paid shift differentials on the same basis and under the same conditions as shift differentials are paid to non-management county employees supervised: A ten (10%) percent shift differential shall be paid to any employee who works a second or third shift. Provided however, that such differential shall not apply to any employee who works a shift which overlaps the day or normal first shift.

Each department head is authorized and encouraged to provide as flexible a working schedule as may be desired by each such management employee in his department consistent with the operating requirements of the department.

3. Compensatory Time for Declared Emergencies

A. Unit members will receive compensatory time under the following circumstances:

(i) when the employee has reported for work and a declared emergency occurs during the scheduled work day, compensatory time will begin to accrue after the employee has worked ten consecutive hours on the job, if he/she has been directed by the Commissioner or Department Head of his/her department to remain on the job (due to the impact of the emergency) beyond the ten hour period; or

(ii) Except as provided in Article XV (9) when an employee is directed by the Commissioner or Department Head of his/her department to report to work during a declared emergency compensatory time will begin to accrue after the employee has worked ten consecutive hours on the job (due to the impact of the emergency).

B. Except as provided in Article XV (9) compensatory time under this provision shall accrue at the rate of one hour for every full two-hour time period worked during the existence of the declared state of emergency after the initial ten (10) consecutive hour period. The compensatory time granted under this

paragraph is in lieu of all other compensation (except those provided for in Article IX and in Article X, Section 1: Holidays) the employee is entitled to receive under this agreement, for the hours worked after ten (10) hours in any day during the state of emergency. Compensatory time accrued under this paragraph may be carried over for no more than six months from the date of accrual. An employee's "consecutive" time on the job shall not be deemed interrupted by normal meal breaks or other breaks, approved by his/her supervisor for the purpose of attending to matters of personal hygiene.

ARTICLE X - Leave With Pay

1. Holidays

- a. All holidays enumerated herein shall be allowed as days off with pay. The days prescribed by law for the observance of New Years Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day and Christmas Day shall be observed as legal holidays. When any such holiday falls on a Saturday, employees shall be credited with an extra day of vacation, unless the County designates the Friday preceding the holiday as the day of observance and employees are given off on the Friday, in which event employees shall not be credited with an extra day of vacation as a result of the holiday falling on Saturday subject to the terms of Sections b, c, and d of this Section 1. When any such holiday falls on a Sunday, the following Monday shall be observed as a holiday.

The following shall apply to employees who work in the Department of Hospitals Nursing section and in the Department of Mental Health Inpatient Detoxification and Crisis Service section, which are staffed on a seven day per week basis. For purposes of this Section 1, such employees shall observe the actual calendar day of the following holidays: New Year's Day; Lincoln's Birthday; Independence Day; Veteran's Day; and Christmas Day.

- b. (1) Whenever a holiday falls on a day of rest of any employee whose days of rest are other than Saturday and Sunday or on an employee's regular workday and he/she is required to work, that employee shall be credited with an extra day of vacation.
- (2) Whenever an employee is required to work on a day observed as a holiday, such employee shall receive, in addition to their normal salary for the day, one and one-half (1 1/2) hours of vacation credit for each hour worked. Such vacation credits shall be excluded from the maximum allowable vacation credit accumulation.

- c. Any employee who is scheduled to work on a holiday and who is absent without call on that holiday shall not be paid for the holiday.
- d. Nothing contained herein shall be construed as preventing the Employer from granting employees such additional days off with pay from time to time as may be duly authorized by the Employer.

2. Vacation

- a. (1) Upon appointment to one of the management positions, the employee shall be immediately eligible for fifteen (15) days of annual vacation with pay. Annually, on the anniversary of first appointment to a management position, the employee shall become eligible for an additional fifteen (15) days of vacation.
- (2) Additional vacation credits for length of service shall be granted each employee annually on his/her anniversary date of employment in County Service in accordance with the following schedule:

<u>Completed Years of Continuous Service</u>	<u>Additional Vacation Credits</u>
2	1 working day
3	2 working days
4 - 5	3 working days
6 - 7	4 working days
8 - 9	5 working days
10 - 12	6 working days
13 - 15	7 working days
16 - 18	8 working days
19 - 20	9 working days
21 - 22	10 working days
23 - 24	11 working days
25 and over	12 working days

- (3) Additional Vacation credit may be earned in accordance with X1b(2) and XV(9) up to a maximum of 35 such days and shall be excluded from the maximum allowable vacation credit accumulation. This limitation shall not apply to vacation credits earned by persons in the title of Supervising Nurse during periods when they are performing their duties as part of a twenty-four (24) hour, seven (7) day per week operation. However, in no event shall such additional vacation credits exceed a total of seventy-five (75) days.
- (4) When a holiday enumerated in Section 1 (a) of this article falls on a scheduled day of vacation of an employee, such employee will not be charged a day of vacation for said holiday.

- b. (1) In computing longevity for vacation credits, an employee's length of service shall be computed from the date of his/her original appointment to a position in County service whether on a permanent, provisional or temporary basis.
- (2) For the purpose of computing the continuity of service, an authorized leave of absence without pay or a break in service not exceeding one year followed by reinstatement or rehiring into the County service shall not affect the anniversary day of any employee.
- c. (1) Normally, vacation will be taken annually and for the total amount of accumulated credits. The time at which vacation may be drawn by an employee shall be subject to prior approval by the appointing authority. The request of an employee with respect to such time shall be honored by the appointing authority to the fullest extent possible consistent with the effective conduct of the County's business and with the relative seniority of employees in the department. An employee may, with the prior approval of the Appointing Authority, utilize his/her vacation credits in such lesser amounts and at such times as may be jointly agreed to by the employee and his/her appointing authority.
- (2) In the event the employee is unable to utilize vacation credits, because of the Employer's or the Appointing Authority's decision, the employee shall be secured from the loss of vacation credits, as follows:

In the event the Employer or Appointing Authority has not permitted the employee, for special or emergency reasons, to utilize his/her vacation credits, and the employee's vacation credits exceed those specified in 2.d below, the employee would not have his/her vacation credit cancelled. In this event, the excess credits over the maximum will be utilized within the next ten full payroll periods or be cancelled.

- d. No vacation credits may be accumulated beyond a maximum of fifty (50) days plus the prior year's accumulation, except that such total accumulation shall be exclusive of any holiday credits earned in accordance with Article X 2a(3) and XV 9. It shall be the responsibility of the employee to be aware of his/her accumulated vacation credits. Employees shall receive notice as provided under Article XV 4 herein. In the event that any XV 4 notification reveals the employee to be over the maximum accumulation, any excess accumulation will automatically be cancelled at the completion of five (5) bi-weekly payroll periods after the latter notification, except as provided in c. (2) above.

- e. (1) For administrative convenience, vacation credits may be recorded and maintained in hours, but prior to the transfer of an employee into or out of a management position, hours of vacation shall be converted to full-time days and hours of vacation and the resulting days and hours shall be transferred to the new position.
- (2) The County agency, department or institution to which an employee is transferred to another management position shall credit the employee for all vacation credits accumulated prior to transfer. It shall be the responsibility of the appointing authority releasing the employee to inform the employee and appointing authority gaining the employee by written notification of the amount of accumulated credits, if any, due such employee.
- (3) Upon transfer from a management position to a non-management position, a management employee shall have his last received annual management vacation credit adjusted on a pro rata basis to reflect the portion of the year that the employee held the management position. In the event that the employee has insufficient credits available for adjustment, a negative balance shall be transferred.
- f. (1) In the event of the separation of an employee from County service by transfer, resignation, or retirement, accumulated vacation credit shall be compensated for by cash payment to the employee up to a maximum of 50 such days, plus any credits provided for in 2a(3). This limitation of the benefit shall not apply to employees who die in active county service. Employees discharged for cause are not eligible for this benefit.
- (2) A former management employee with more than one year of service as a management employee, who, after having left County service, returns to a management position within one year of the date on which he/she was awarded annual management vacation credit, shall not be credited with annual management vacation credit until the anniversary of his/her prior employment period award date.
- (3) If, during the first year of appointment to a management position the employee leaves County service, the fifteen (15) days of the paid vacation shall be prorated to actual time served, and, if appropriate, the employee shall reimburse the County for any salary received in excess thereof.

3. Sick Leave

- a. An employee shall earn sick leave credits at the rate of one half (1/2) working day per bi-weekly payroll period to be credited on the last day of each payroll period. Sick leave credits may be used in hour units or any multiple thereof.
- b. A full-time or part-time employee shall not earn or accrue sick leave credits during any pay period such employee is on leave of absence without pay, or on educational leave with pay, for one-half (1/2) or more of the payroll period of the position as established or subdivided.
 - (1) Sick leave shall be authorized in the event of the illness or other physical disability of the employee up to the full extent of accumulated sick leave credits. In the event of illness or disability of a member of the employee's immediate family (parents, sibling, spouse or child) which circumstance requires the employee's presence, sick leave shall be authorized up to a maximum of fifteen (15) days in any one calendar year or up to the amount of his/her accumulated credits, whichever is less.
 - (2) Included within the term disability is the child bearing stage of pregnancy. The Federal Equal Employment Opportunity Commission recognizes three (3) stages in pregnancy for determining when a pregnant employee is disabled. They are the dormant, child bearing and child rearing stages. Job disability is associated only with the child bearing stage and requires a certification of a duly licensed physician, stating that the employee is unable to continue to perform any of the normal and usual duties and responsibilities of her position. The determination that a job disability no longer exists also requires a certification of a duly licensed physician.
- c. Unused sick leave credits may be accumulated up to a maximum of 180 working days. Notwithstanding the above, all Employees with thirty (30) or more years of service may accumulate unused sick leave credits for a maximum of two hundred (200) working days.
- d. The employee is responsible for notifying his/her supervisor, or the appointing authority, each time sick leave is to be taken and the reason therefor. Advance notification shall be given, whenever possible, no later than one-half hour after the employee's normal time for reporting to work.
- e. The appointing authority, in his/her discretion, may require such proof of illness or disability as he/she may deem necessary. Upon absences of more than three (3) days

because of illness or disability, the appointing authority may require that a doctor's certificate be furnished substantiating the employee's claim of illness or disability. The appointing authority may also require the employee to be examined at the expense of the Employer by a physician designated by the appointing authority.

- f. Failure to provide proper notification, failure to submit such proof of illness or disability as may be required, unsatisfactory evidence of illness or evidence indicating that the physical condition of the employee was not such as to justify absence from work, or any other abuse of sick leave may be cause for disciplinary action at the discretion of the appointing authority.
- g. The parties to this Agreement recognize and accept the principle that abuse of sick leave cannot be tolerated and further recognize and accept the fact that an employee who has rendered faithful and efficient service should not be unduly penalized for absence due to factors of health not within his control. It is the stated agreement between the parties that they will cooperate to avoid any practice or practices which constitute an abuse of sick leave.
- h. The appointing authority may require an employee who has been on sick leave, prior to and as a condition of his return to work, to be examined, at the expense of the Employer, by a physician designated by the appointing authority to establish that the employee is able to perform his/her normal duties and that his/her return to work will not jeopardize his/her own health and safety or the health and safety of other employees.
- i. When an employee is transferred within the County service his/her accumulated sick leave credits shall be transferred with him/her. The releasing appointing authority is responsible for notifying, in writing, the gaining appointing authority and the employee of the amount of such transferred credits.
- j. Except as provided in k below, unused accumulated sick leave credits shall not be compensated for in the event of the separation of an employee from county service. Any employee returning to County service in a permanent position within one (1) year of his separation shall be recredited with sick leave credits, which were cancelled at the time of his separation from County service.
- k. Upon separation from County Service employees (except those dismissed for cause) shall be compensated by a cash payment for accumulated sick days in excess of one hundred and sixty-five (165) days, if any, up to eight (8) such days at the employees' regular daily rate of pay. Employees (except those dismissed for cause) who separate

from the County with thirty (30) or more years of service shall be compensated by a cash payment for all unused accumulated sick leave days over one hundred and sixty-five (165) at the employees' regular daily rate of pay.

4. Extended Sick Leave - The Employer may grant an extension of sick leave with pay to any permanent employee who has used up all his/her sick leave, and vacation credits, provided, however that compensation for such extended sick leave be at one half (1/2) the normal salary of such employee and that any such extension not exceed the rate of eleven (11) working days for each completed year of continuous County Service. For the purpose of this section, a leave of absence without pay, except for Military Leave, in excess of three (3) months shall not be included in determining continuous service. An employee desiring extended sick leave under this provision shall request same in writing through his/her appointing authority. The appointing authority shall forward any such request to the Employer together with his/her recommendation.

5. Personal Leave - Personal leave is leave with pay for personal business, including religious observances, which for compelling reasons require the employee to be absent from work. Such leave will not be charged against other leave credits. Personal leave credits may not be used in place of or to extend vacation.
 - a. On the effective date of this Agreement and on each subsequent anniversary date thereof, each employee shall be credited with four (4) days of personal leave, except as herein otherwise provided. Personal leave credits may be used in hour units or any multiple thereof.
 - b. Employees who enter or re-enter County service after the effective date of this Agreement shall be credited with one (1) day of personal leave for each full quarter remaining in that calendar year, provided, however, that the total personal leave credits of any employee re-entering County service shall not exceed four (4) days in any calendar year.
 - c. Personal leave may be drawn only upon written request whenever possible and at a time convenient to and approved in advance by the appointing authority; provided however, that personal leave allowed for religious observance shall be granted on the days and hours required, insofar as the same may be granted without interference with the proper conduct of government functions.
 - d. Personal leave credits are not cumulative, however, any unused personal leave credits at the end of the calendar year shall be transferred and credited to the employee's accumulated sick leave as provided in Article X 3c.
 - e. Unused personal leave credits shall not be compensated for in event of the separation of an employee from County service.

- f. When an employee is transferred within County service, his/her unused personal leave credits shall be transferred with him. The releasing appointing authority is responsible for notifying, in writing, the gaining appointing authority and the employee of the amount of such transferred credits.
6. a. Leave for Court and jury attendance - On proof of the necessity of jury service or appearance as a witness pursuant to subpoena or other order of court or body, an employee shall be granted a leave of absence with pay 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 party to the action.
- b. If an employee is called for jury duty during a twenty-four hour period in which the employee is scheduled to work and the employee is required to serve, that employee will receive the benefit in subsection a above.
- c. Sub-sections a and b above shall not apply to Town and Village Justice Courts unless jury duty therein coincides with the employee's scheduled hours of work.
7. Military Leave and Other Leave Required by Law - The appointing authority shall grant any leave of absence with pay as required by law.
8. Educational Leave
- a. An employee who is required by the Employer to complete a specific training course or educational program shall be granted a leave of absence with full pay for the duration of such course or program.
- b. The Employer may grant educational leave with pay to an employee upon the request and recommendation of the appointing authority. The rate of pay shall be determined by the Employer, but in no event shall exceed the normal annual salary of the employee. Such leave shall not exceed (2) years in duration and shall not exceed (2) years during any five (5) years of County service.
9. Wage Continuation Plan Work Related
- This section shall not apply to those members of the unit covered by Section 207(c) of the General Municipal Law.
- a. An employee who is determined by his/her appointing authority to be unable to perform the usual and normal duties of his employment because of occupational injury or disease as defined in the Worker's Compensation Law, and as a result thereof is necessarily absent from work, and files a claim therefor with the Worker's Compensation Board, shall after a waiting period of ten (10) working days be allowed leave from

his/her position with full pay and benefits for any period of absence not to exceed sixty-five (65) working days within six (6) months from the date of such disablement as determined by the Worker's Compensation Board. Such leave may be extended in the discretion of the Employer up to an additional sixty-five (65) working days within nine (9) months from the date of the disablement as determined by the Worker's Compensation Board.

- b. Worker's Compensation benefits for wage or salary compensation to which the employee is or may be entitled for any period for which the employee is receiving or has received pay from the Employer under the provision of this section shall be assigned by the Employee to the Employer as reimbursement for wages paid. An employee who receives a check for such compensation benefits from the Worker's Compensation Insurance Company for any period for which the employee is entitled to benefits from the Employer under the provisions of this section shall within five (5) days thereafter convey said check to the Employer after duly endorsing same, or shall reimburse the Employer for the amount of said check. Receipt and deposit by an employee of such Worker's Compensation benefits without reimbursement to the Employer as provided for herein shall be deemed to be a waiver by such employee of the benefits provided for in this section, and the Employer may take whatever action it considers necessary to recover payments it has made to the employee under the provisions of this section.
- c. Before granting leave with pay pursuant to the provision of this section, the appointing authority may require such proof of the employee's inability to perform the usual and normal duties of his/her employment as it may deem necessary.
- d. If the employee's claim for benefits under the Worker's Compensation Law is controverted by the Worker's Compensation Insurance Company the employee shall not be entitled to leave under this section. If final determination of the controverted claim is in favor of the employee, he/she shall be entitled to receive the benefits of this section as if such claim had never been controverted.
- e. Leave under this section may be withheld or terminated if the appointing authority determines that the occupational injury or disease suffered by the employee is of such a nature as to permanently incapacitate him from performing the duties of his/her position.
- f. An employee who receives full pay for any period of leave under this section shall earn vacation, personal and sick leave credits during such period.
- g. Upon request of the employee to resume his/her employment at, or prior to, the expiration of the maximum period of allowed

leave, the appointing authority may require the employee to undergo medical examination by a physician designated by the appointing authority and at the expense of the Employer before the employee may be permitted to resume his/her employment in order to establish that such employee is physically and mentally able to perform the usual and normal duties of his/her employment without jeopardizing the health and safety of other employees as well as his/her own.

- h. In order to enable the appointing authority to make such determinations as are authorized or required under this section, the appointing authority may require an employee at any time to be examined by a physician designated by appointing authority at the Employer's expense.
- i. This section shall not be construed to require extension of any employment beyond the time at which it would otherwise terminate.

10. Bereavement Leave

- a. An employee shall be allowed a maximum of three (3) days bereavement leave in the event of a death within his/her immediate family. For the purpose of this Article, immediate family is defined as: spouse, parents, step-parents, parents of spouse, grandparents, grandchildren, siblings, children, step-children and spouses of children.
- b. An employee shall be allowed a maximum of one (1) day bereavement leave in the event of the death of the grandparents or siblings of spouse.

ARTICLE XI - Leave Without Pay

- 1. General - The appointing authority upon the written request of the employee, may grant a leave of absence without pay to such employee not to exceed one year. Such leave must be for a specific period of time; however, the employee and the appointing authority may mutually agree to terminate such leave prior to its expiration.
- 2. Child Care/Maternity Leave - An employee holding a position by permanent appointment, upon written request, shall be granted a leave of absence without pay for any period of time not exceeding six (6) months for child care/maternity leave for a new born or newly-acquired child, which may be extended by the appointing authority provided that the total leave granted shall not exceed one year.
- 3. When a permanent County employee accepts a permanent appointment to a position within County service, in which he/she is required to serve a probationary term, the position thus vacated by the employee shall not be filled except on a temporary or contingent permanent basis during such probationary term. At any time during

the probationary term, the employee shall have the right to return to his/her previous position at his/her own election.

ARTICLE XII - Medical, surgical and Hospitalization Insurance, and Other Benefits

- A. The Employer agrees to pay 100% of the premium or cost for the individual employee and dependents, except as modified in Sections G, H and I of this Article, for coverage under a core plus medical and psychiatric enhancements as described in the New York State Insurance Plan.
- B. At any time, upon ninety (90) days notice to the President of the Rockland Association of Management, the Employer may elect to provide the same benefits provided by the core plan with medical and psychiatric enhancements through an insurance company licensed to do business in the State of New York, provided that:
 - 1. The benefits will be the same in all respects;
 - 2. Prescription drug coverage will be the same;
 - 3. Geographic areas of acceptability will be the same;
 - 4. The participating providers shall be provided whenever and wherever possible; it is recognized that the Employer cannot guarantee that each and every participating physician will be identical. The Employer will use its best efforts to provide an equal number of participating physicians in the same medical specialties.

In the event the Employer elects to provide such plan through an insurance company, the Employer (a) will continue to pay 100% of the premium for the individual employee and dependents and (b) such plan will not become effective until at least ninety (90) days after delivery of notice to the President of the Rockland Association of Management.

Any dispute concerning (a) whether benefits are the same, (b) geographic areas of acceptability are the same, or (c) the number or specialty of participating physicians are sufficient shall be resolved by expedited, binding arbitration pursuant to the Labor Arbitration Rules of the American Arbitration Association.

- C. To the extent available, an HMO option will be offered to employees and dependents at a cost no greater than otherwise provided herein.
- D. Notwithstanding anything to the contrary, any issues arising from individual claims by participants are not to be resolved through arbitration. Such issues are to be resolved through the appeals mechanism provided within the Health Benefits Plan.

E. (1) The Employer agrees to pay the full premium for all full time members of the bargaining unit and their families for a dental plan for the life of this agreement. The Dental Plan shall be provided through Delta Dental.

(2) The Employer agrees to pay up to \$200.00 per annum, per unit member, towards a family optical plan to be agreed to by the parties.

F. The employer agrees to pay a percentage of health and dental insurance premiums for a part-time employee in the proportion that such part-time employee's position as established or subdivided, bears to the basic work week or work period of full-time positions in that title or category subject to any limitations imposed by the Manual of procedures for Participating Subdivisions, New York State Government Employees' Health Insurance Program. Further, that this limitation shall apply only to such employees appointed on or after 1-1-80.

G. Contribution for New Bargaining Unit Members

1. Unit members hired effective January 1, 1994 to December 1, 1995, who are eligible for family plan benefits, shall contribute on a flat fee basis the dollar equivalent of 12% of the State net COBRA rate that is in effect on January 1, 1994, for a period of five years from their eligibility for medical benefits. Unit members hired effective January 1, 1994, who are eligible for individual plan benefits shall contribute on a flat fee basis the dollar equivalent of 10% of the State net COBRA rate that is in effect on January 1, 1994, for a period of five years from their eligibility for medical benefits. Employees who have contributed toward their medical benefits for five years shall not be required to make any further contribution toward their medical benefits.

2. Unit members hired effective January 1, 1996 and thereafter, who are eligible for family plan benefits shall contribute on a flat fee basis the dollar equivalent of 14% of the State net COBRA rate in effect on January 1, 1996, and each succeeding January 1st for a period of ten years from their eligibility for medical benefits. Unit members hired effective January 1, 1996, who are eligible for individual plan benefits shall contribute on a flat fee basis the dollar equivalent of 12% of the State net COBRA rate in effect on January 1, 1996, and each succeeding January 1st for a period of ten years from their eligibility for medical benefits. Employees who have contributed toward their medical benefits for ten years shall not be required to make any further contribution toward their medical benefits.

3. Effective January 1, 1998, new hires eligible for family plan benefits shall contribute 16% of the State net COBRA rate in effect on that date and each succeeding January for a period of 12 (twelve) years from the date of eligibility. New hires eligible

for individual plan benefits shall contribute 14% of the above rate in the same manner and for the same time period.

4. Effective January 1, 1999, new hires eligible for family plan benefits shall contribute 18% of the State net COBRA rate in effect on that date and each succeeding January for a period of 15 (fifteen) years from the date of eligibility. New hires eligible for individual plan benefits shall contribute 16% of the above rate in the same manner and for the same time period.
 5. Effective January 1, 2000, new hires eligible for family plan benefits shall contribute 20% of the State net COBRA rate in effect on that date and each succeeding January for a period of 15 (fifteen) years from the date of eligibility. New hires eligible for individual plan benefits shall contribute 18% of the above rate in the same manner and for the same time period.
- H. Employees as of December 31, 1993: All full-time unit employees employed by the County and on payroll on December 31, 1993 shall not be required to contribute toward their medical benefits for the duration of their unit employment with the County.
- I. Lag for New Hires: Effective January 1, 1994 all new hires shall become eligible for medical benefits after completing three months of service.

ARTICLE XIII - Participation in the New York State Retirement System

1. The Employer agrees that it will continue the non-contributory retirement plan, as contained in Section 75-i and 89-a of the Retirement and Social Security Law for those eligible and as provided by law.
2. The Employer agrees to continue to adopt the following options provided by the Retirement and Social Security Law if still available.
 - a. Application of unused Sick Leave credits upon retirement. (Section 41-j)
 - b. Service allowances for military Service in World War II. (Section 41-k)
 - c. Transfer of Service from another system. (Section 43-g)
 - d. Credit for other Military Service as provided in Section 243 (4) of the Military Law.
 - e. Guaranteed ordinary death benefits. (Section 60-b)

ARTICLE XIV - Grievance Procedure

1. Basic Standards and Principles

- a. It is understood and agreed that all references to an "employee" shall mean that the "employee" or the "Association" shall have the right to file a grievance.
- b. (1) Every employee within the scope of this agreement shall have the right to present his/her grievance in accordance with the procedures prescribe herein, free from interference, coercion, restraint, discrimination, or reprisal.
 - (2) The Association has the right to have at least one, but no more than two county employee(s), in addition to NYSUT Staff, present at any stage of a grievance or grievance board hearing involving an appropriate unit employee.
 - (3) The employee has the right to represent him/herself or to choose a representative, but only in the First, Second or Third Stage of this Grievance Procedure, in which case the Association shall have the right to be present at each and every meeting and to receive a copy of all communications exchanged between the employee and the County with respect to the grievance in question.
- c. It is a fundamental responsibility of supervisors at all levels, commensurate with the authority delegated to them by their superiors, promptly to consider and take appropriate action upon grievances presented to them by employees under their supervision. To such extent as is practicable, appropriate authority shall be delegated to such supervisors to enable them to carry out the purposes of this agreement.
- d. The appointing authority of each county department, office, institution, or agency shall be responsible for carrying out the provisions of this agreement with respect to grievances in his/her department, office, institution or agency.
- e. Grievances involving more than one employee under one appointing authority (group grievances) shall be referred to the lowest supervisory level common to all of the aggrieved.
- f. The informal resolution of differences prior to initiation of action under the formal grievance procedure is encouraged and shall be the rule rather than the exception.

2. Application

- a. The provisions of this procedure shall apply to any alleged violation of this agreement.
- b. Anything to the contrary notwithstanding the procedure shall not apply to matters which are reviewable under administrative

procedure established by law or pursuant to rules having the force and effect of law. Consequently, such items which include but are not necessarily limited to dismissals, demotions, suspensions, position classification, Civil Service examination and ratings thereof are not subject to review as grievances under this procedure.

3. Consideration of Grievances

- a. Employees, supervisors and appointing authorities are expected to exhaust every administrative device to settle amicably all differences of opinion. An employee must initiate action under this procedure within six (6) months after the occurrence of the alleged grievance.
- b. In the interest of uniform procedure and to expedite handling, an employee shall present his/her problem or grievance through regular supervisory channels in the following order:

(1) The First Stage - The Immediate Supervisor

The employee shall first request an interview with his/her immediate supervisor. The immediate supervisor shall within five (5) business days hold an informal discussion with the employee. To the extent his/her authority permits him/her, the immediate supervisor shall make every attempt to arrive at an amicable settlement of the grievance. In any event a written determination shall be made and given to the employee within five (5) business days after the informal discussion. If the supervisor is unable to resolve the grievance to the employee's satisfaction or if the matter is beyond the authority of the immediate supervisor, he/she shall advise the employee to submit his/her grievance in writing in accordance with the provisions of Article XIV 3b (2) herein. The grievance statement shall be as brief as practicable and constitute a statement of fact as defined in Article XIV.8 herein.

(2) The Second Stage - The Unit, Section or Division Head

If a grievance is not satisfactorily settled at the first stage, the employee may within seven (7) business days of notice from his/her immediate supervisor request a review by presenting said grievance in written form as a statement of fact to the unit, section or division head. The unit, section or division head shall meet with the employee and his/her representative, if any, within seven (7) business days after receipt of the grievance. The review shall be informal and every attempt shall be made to reach an amicable settlement. In any event, the unit, section, or division head shall within seven (7) business days of the informal hearing give his/her determination in writing to the employee with copies to the department head and the employee's immediate supervisor.

(3) The Third Stage - The Appointing Authority

If a grievance is not satisfactorily settled at a lower stage, the employee may within seven (7) business days of the date of the notice of the determination at the second stage request a review by the appointing authority or a member if his/her staff designated by the appointing authority to act in his/her behalf. However, the person so designated by the appointing authority shall not have been involved in the first or second stage of the grievance. An agreed upon statement of fact may be submitted jointly by the employee and his/her supervisor, or each shall submit separate statements. The appointing authority or his/her designated staff member, shall meet with the employee and his/her representative, if any, within seven (7) business days after receipt of the grievance. The review shall be informal, except that a written record must be maintained of the review. Such record shall constitute an adequate summary of the review and need not be a verbatim transcript. The appointing authority shall within seven (7) business days of review, give his/her determination in writing to the employee together with a copy of the written record of the review.

(4) Appeal From The Appointing Authority's Determination

- a. Upon failure to resolve the grievance satisfactorily at the Third Stage, the employee, only with the consent of the Association may appeal in writing to the Grievance Board within fifteen (15) days of notice of the appointing authority's determination. The appeal request shall be a statement of fact as defined in Article XIV.8 and shall be filed with the Employer and the Rockland County Personnel Office.
- b. Upon receipt of the appeal from the Association the employer shall file with the Grievance Board all records pertaining to previous actions and determinations concerning the grievance.

4. Grievance Board

- a. The Grievance Board shall consist of three (3) members.
 - (1) One member shall be appointed by the Employer for an indefinite term to serve at his/her pleasure.
 - (2) One member shall be appointed by the Association for an indefinite term to serve at their pleasure.
 - (3) a. The Association and the employer shall select the third member from the community as an impartial Arbitrator. If they cannot agree on the choice of the third member

within ten (10) business days after receipt of a grievance, a panel of names shall be requested from PERB or in the alternative from the Rockland County Bar Association.

b. Upon receipt of the list of names, the Employer and the Association shall select one (1) name. If they cannot agree on one (1) of the listed arbitrators, then the Employer's appointee and the Association appointee shall each strike out one (1) arbitrator's name from the list and shall then repeat this procedure. The remaining name shall be the duly selected Arbitrator.

- (4) The duly selected Arbitrator shall serve only for the period of time needed to adjudicate a specific grievance.
- (5) The duly selected Arbitrator shall serve as Chairman of the Board.
- (6) If any member of the Board shall have been directly or indirectly involved in a grievance pending before the Board, he/she shall immediately disqualify him/herself from participating in any deliberation or voting on the determination of that grievance. A new member shall be appointed to serve in his/her place as herein provided until a final determination is made of the particular grievance.
- (7) A quorum of the Board shall consist of the full Board. Two concurring votes shall prevail in all matters before the Board.
- (8) The Employer shall provide a suitable place of meeting. Members of the Board, except for the Arbitrator, shall serve without pay.
- (9) The fees and expenses of the Arbitrator, and the cost of stenographic services, if any, shall be shared equally by the Employer and the Association.

b. Scope of Authority and Power

- (1) The Grievance Board is empowered to receive, investigate, adjust and adjudicate grievances submitted to it in accordance with procedure. The jurisdiction of the Board is limited to grievances of the Employees within the negotiating unit.
- (2) The Board may conduct a hearing; take testimony of the parties and their witnesses; receive documents or other papers submitted to it; summon any and all persons considered necessary to the equitable proceedings and hearings not inconsistent with the provisions of this grievance procedure.

- (3) The Board shall neither add to, detract from, nor modify the language of this agreement in arriving at the determination of any issue that is presented for determination.
- (4) The Board shall expressly confine itself to the precise issues submitted for determination and shall have no authority to determine any other issue not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

c. Procedure

- (1) The Board shall not be bound by formal rules of evidence.
- (2) The Board shall conduct a hearing within forty (40) business days of receipt of an appeal. It shall give at least three days notice of the time and place of such hearing to the Association and the appointing authority, all of whom shall be entitled to be present and to be heard at the hearing. Such hearing may be conducted by any one or more members of the Board, designated by the Board to act on its behalf; provided however, that if less than the full Board presides at such a hearing, the member or members thereof conducting such hearing shall render a report thereon to the full Board and the full Board shall thereupon make its report.
3. New evidence, testimony, or argument, as well as any documents, exhibits, or other information submitted to the appointing authority at the hearing held by him/her may be introduced at the hearing by the Association, by the department head, or upon the request of the Grievance Board.
4. The hearing may be adjourned from time to time by the Grievance Board if in its judgment such adjournment is necessary in order to obtain material evidence. The total of all such adjournments, however, shall not exceed ten (10) days, except that adjournments consented to by both the Association and the Appointing Authority shall not be counted in determining the total days of adjournments as herein limited.
5. Within thirty (30) business days after the conclusion of the hearing, and receipt of briefs, if any, the Board shall issue a written decision containing a statement of the Board's finding of fact, conclusions and determinations. The Board shall send a copy of its report to the Appointing Authority, the aggrieved employee, the Association, the Employer and the Rockland County Personnel Office.
6. The Appointing Authority, the employee, and the Association shall comply with the decisions of the Board,

except in matters requiring additional expenditure of department funds for which there is no current budgetary allotment. Such cases will be referred to the Employer, who shall also comply with the decisions of the Board, for appropriate action.

5. Time of Hearing

All hearings as well as all discussions between the Association, the employee, and his/her supervisor or appointing authority, shall insofar as practicable, be conducted during working hours. Employees whose attendance is required shall be allowed such time off from their regular duties as may be necessary and reasonable for hearings.

6. Time Limits

a. Failure to comply with the time limits established for any stage of the procedure shall be deemed a withdrawal of the grievance if on the part of an employee or the Association, or a determination resolved against the employee, if on the part of the immediate supervisor, unit, section or division head, or appointing authority. The employee or the Association shall then be entitled to appeal to the next stage or directly to the Grievance Board, as the case may be.

b. Time limits may be extended by mutual consent.

7. Levels of Supervision

The fact that this procedure provides for three (3) stages for the resolution of a grievance before submission of a grievance to the Grievance Board, shall not bar orderly processing of a grievance in departments or offices where only one or two levels of supervision exists. Where there are less than three distinct levels of supervision, including that of the appointing authority, then for the purposes of this procedure, a grievance shall be considered to have been properly processed when a written determination on the disposition of the grievance is given to the employee by the appointing authority. The minimum time limits shall be those established for the first and second, or third stages, respectively, as may be applicable.

8. Definitions

a. Appeal is the process or procedure by which the Association presents to the Board a grievance on which an employee, or the Association, has received a written determination from the Appointing Authority with which they are not satisfied

b. Association means the Rockland Association of Management.

c. Board means the Grievance Board created by this procedure.

- d. County means the County of Rockland.
- e. Employee means any person in the negotiating unit directly employed and compensated by the County of Rockland.
- f. Immediate Supervisor means the employee or officer on the next higher level of authority in the department, institution, office or agency wherein the grievance exists and who normally assigns and reviews the employee's work, approves his/her time record or evaluates his/her work performance by or with the designation of the appointing authority.
- g. Representative Means the agent selected by the employee or a group of employees in the case of group grievances, to act in his/her or their behalf in the processing of a grievance in the First, Second or Third Stage.
- h. Stage means a step of the procedure involving contact between the employee and a representative of management as a result of which a decision on the grievance is made. A stage is considered to have been completed when a written determination is given to the aggrieved employee.
- i. Statement of Fact means a written summary of the alleged grievance and shall be in the following form:
 1. The name, home address, title and work location of the aggrieved;
 2. The name, title and location of the appointing authority;
 3. A recital of the circumstances or conditions alleged to constitute the grievance, including the specific contract provision alleged violated;
 4. The specific remedy or relief sought;
 5. A summary of actions taken and of determinations made at previous stages with respect to said grievance.
- j. Unit, Section or Division Head means the employee or officer on a higher level of authority in direct line next above the immediate supervisor and below the level of the appointing authority, unless otherwise designated by the appointing authority.

ARTICLE XV - General Provisions

1. All leave credits accumulated or earned by an employee as of the close of business December 31 of any year shall be carried over to the employee's credit as of the start of business January 1 of the subsequent year.
2. The mileage allowance, in lieu of actual and necessary expenses excluding tolls, meals, and lodging, if any, whenever use of personal

motor vehicles on County business is authorized by the Employer, shall be indexed to the IRS code mileage provision.

3. The Employer agrees to furnish each of its employees one copy of this Agreement.
4. Records showing all leave credits earned, accumulated and taken shall be maintained by each Appointing Authority on a form approved by the Personnel Office. The employee shall be provided a summary of all expended, earned and accumulated leave credits as of the end of each calendar quarter.
5.
 - a. The Association shall designate representative(s) for each operating location of the office, institution, department or agency concerned. The Association shall furnish the Employer a list of the representatives names and their assigned areas and shall keep the list current at all times.
 - b. When requested by the employee, a representative of the Association may investigate any alleged grievance in his/her assigned work area and assist in its presentation. He/she shall be allowed reasonable time therefor during working hours without loss of time or pay, upon notification and with the approval of his immediate supervisor.
6.
 - a. The Association shall furnish the Employer with a list of the negotiating committee members and shall keep the list current at all times.
 - b. Members of the negotiating committee of the Association shall be allowed reasonable time off for negotiations as necessary during regular working hours without loss of time or pay upon notification and with the approval of their respective immediate supervisor.
7. It is agreed and understood that any Employee who is absent from work under the provisions of Section 6 and/or Section 7 of this Article shall not be compensated for any hours in excess of his/her regular working hours.
8.
 - a. All written communications from the Association to the Employer shall be addressed to: County Attorney, County of Rockland, 11 New Hempstead Road, New City, New York, 10956.
 - b. All written communications from the Employer to the Association shall be addressed to: President, Rockland Association of Management, P.O. Box 621, Pomona, New York 10970.
9. If as a result of a snow emergency declared by the Employer County agencies are closed, employees required to work on such days shall receive compensatory time off or have an equivalent amount of

time added to their vacations, at the option of the employee concerned.

10. a. The Employer shall notify the President or his designee of the names and location of every new unit employee.
- b. The Association shall be notified of any position reclassification and/or rebanding of unit employees.
11. The County will make every reasonable effort to issue pay checks on the Thursday before payday (after 3:00 p.m.) to employees who are off on Friday as a day of rest and to employees who are scheduled to work evening and night shifts.
12. The Employer shall apprise all employees of their rights and benefits in writing, and shall explain how and where to enroll for each benefit.
13. The Employer agrees to continue its present policy on payment of tuition costs for employees taking job related training.
14. The Employer shall furnish uniforms and work clothing to members of the bargaining unit whose work has normally required such attire.
15. In recognition of the desire of the County to provide for the advancement and improvement in the abilities and skills of its employees, a tuition reimbursement program is established as follows:

A. Tuition Reimbursement Benefit:

Each qualifying employee shall be eligible to receive reimbursement of college tuition fees as set forth herein up to a maximum of seven hundred fifty and 00/100 dollars (\$750.00) per annum.

B. Qualifying College Course:

1. Courses taken at an accredited institution of higher learning which, clearly improve present job skills and/or would provide the employee with knowledge or skills necessary for another position within the bargaining unit, are eligible. This shall also include courses offered by other institutions certified or licensed by the New York State Department of Education that similarly improve job related skills, e.g., courses offered by BOCES that improve or add skills relevant to current occupation or for promotions within a field of promotion.
2. Applicants wishing pre-approval of the courses that they intend to take must submit catalogue description of same to the County Department of Personnel at least three (3) weeks before the commencement of classes.

3. The County retains the ultimate right to determine whether or not specific courses meet eligibility requirements.

C. Payment Reimbursement:

1. Payment reimbursement will be subsequent to submission of official transcripts to the County Department of Personnel showing successful course completion(s).
2. Applications for reimbursement must be submitted within six (6) months of course completion.

16. An additional reimbursement program is established as follows:

A. Continuing Education Reimbursement Benefit:

Each qualifying employee shall be eligible to receive reimbursement of qualifying continuing education tuition charges or course fees at a rate of one-half of the cost of the program, up to a maximum of three hundred seventy-five dollars (\$375.00) per annum.

B. Qualifying Courses or Seminars:

1. Courses or seminars for continuing education credits taken at an appropriate accredited institution are eligible when the following criteria are met:
 - a. The continuing education is required to maintain a professional license when such license is a requirement for continued employment within the employee's current job title, and
 - b. The continuing education credits apply directly to such license.
2. An applicant wishing pre-approval of the courses or seminars that he/she intends to take must submit the course or seminar description to his/her Department Head at least three (3) weeks before the commencement of the course or seminar.
3. The County retains the ultimate right to determine whether or not specific courses or seminars meet eligibility requirements.

C. Payment Reimbursement:

1. An employee must submit an application for reimbursement to his/her Department Head within six (6) months of course or seminar completion.

2. Applications for reimbursement must be accompanied by proof of completion of the course or seminar, which shall be the certificate indicating receipt of continuing education credits.
17. The parties agree to adopt the provisions of the Sick Leave Bank, as attached, as Schedule D to the Collective Bargaining Agreement.
18. The parties agree to adopt the provisions of the Rockland County Drug and Alcohol Policy [RAM] 08/28/01, as attached, as Schedule E to the Collective Bargaining Agreement.

ARTICLE XVI - Personnel File

1.
 - a. Upon request, an employee shall have an opportunity to review his/her personnel file, maintained at his/her place of employment, in the presence of the appointing authority or his/her designee and to place in such file a written response of reasonable length to anything contained therein which such employee deems to be adverse.
 - b. Upon request, once a calendar year, legible copies of an employee's personnel file shall be provided within a reasonable time, not to exceed thirteen (13) days of the employee's request.
 - c. Notwithstanding any of the above, pre-employment material shall be privileged and not be made available to such employee.
2. Letters, memoranda and evaluations alleging incompetence or misconduct shall not be placed in an employee's personnel file until the employee has been given a copy of such material. The employee must sign acknowledging receipt of such material and such receipt will also be placed in the file. Any written communication which is not made a part of the employee's personnel file within a one year period of the occurrence involved or the date of knowledge thereof cannot be made a part of the employee's file. It is understood and agreed that signature by the employee does not signify agreement with such material. Should the employee refuse to sign it, it shall be so noted on the material which shall be deemed to comply with the requirements of this section and the refusal to sign, alone, shall not be the basis for a charge of insubordination.
3. Material described in subsection 2 above may be used in disciplinary action(s) taken against an employee. But, material not entered into the Personnel File in accordance with this Article cannot be used in any manner in disciplinary action(s) taken against an employee.
4.
 - a. Adverse material or information dealing with acts or incidents of misconduct or incompetence shall be removed from the personnel file eighteen (18) months after the date of occurrence;

- b. Except that the following shall not be removed from the personnel file:
- (1) Determination of guilt as a result of disciplinary proceedings;
 - (2) Performance or other evaluations;
 - (3) Incompetency or misconduct complained of and described which would, if proved in a court of appropriate jurisdiction, constitute a crime.

ARTICLE XVII - Definitions of Terms as Used in This Agreement

1. Appointing Authority - A public officer having the power to appoint or employ all subordinates and employees in his/her respective office, agency or department.
2. Employee or Management Employee - An employee of the County of Rockland who is covered by this agreement.

ARTICLE XVIII - Participation in Health Benefits Advisory Committee

The Union agrees to participate in the deliberations of the committee, tentatively to be named the Health Benefits Advisory Committee, which is to be formed by the County. Such committee will, through the participation of its members and under the guidance of an independent consultant to be retained by the County, examine the Health Insurance alternatives, both with respect to benefits and costs, with the aim of making a recommendation or series of recommendations on that issue at the earliest possible time.

ARTICLE XIX - Employee Health Benefits Contributions Reopener

The Union agrees that the County may reopen the issue of the amount of employee health benefit contributions at any time during the 2006 calendar year.

ARTICLE XX - Effective Date and Duration of This Agreement

This agreement shall become effective on January 1, 2005 and expire on December 31, 2006.

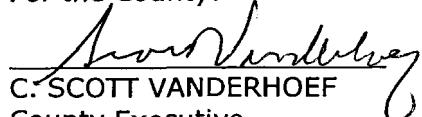
ARTICLE XXI - Necessity for Approval by the Appropriate Legislative Body

IN ACCORDANCE WITH SECTION 204-a OF THE CIVIL SERVICE LAW, IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

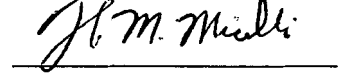
All other terms and conditions of the parties' Collective Bargaining Agreement for the period January 1, 2004 through December 31, 2004, except as expressly modified herein, are hereby confirmed and ratified.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers, and their corporate seals to be hereunto affixed this 9th day of September, 2005.

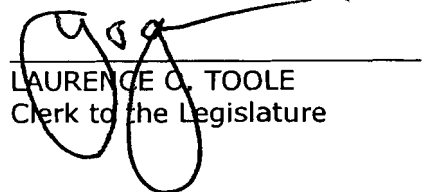
For the County:


C. SCOTT VANDERHOEF
County Executive

For the Association:


THOMAS M. MICELLI
President

ATTEST:


LAURENCE O. TOOLE
Clerk to the Legislature

Schedule A
ROCKLAND ASSOCIATION OF MANAGEMENT
Conversion Table
2005-2006

BAND	YEAR	0	1	2	3	4	5	6	10	15	20	25
1												
	1/1/2004*	\$40,741	\$42,524	\$44,386	\$46,331	\$48,359	\$50,480	\$52,694	\$54,999	\$57,408	\$59,922	\$62,548
	1/1/2005	\$42,269	\$44,119	\$46,050	\$48,068	\$50,172	\$52,373	\$54,670	\$57,061	\$59,561	\$62,169	\$64,894
	1/1/2006	\$43,748	\$45,663	\$47,662	\$49,750	\$51,928	\$54,206	\$56,583	\$59,058	\$61,646	\$64,345	\$67,165
2												
	1/1/2004*	\$44,599	\$46,552	\$48,594	\$50,719	\$52,941	\$55,258	\$57,680	\$60,208	\$62,847	\$65,597	\$68,470
	1/1/2005	\$46,271	\$48,298	\$50,416	\$52,621	\$54,926	\$57,330	\$59,843	\$62,466	\$65,204	\$68,057	\$71,038
	1/1/2006	\$47,890	\$49,988	\$52,181	\$54,463	\$56,848	\$59,337	\$61,938	\$64,652	\$67,486	\$70,439	\$73,524
3												
	1/1/2004*	\$48,284	\$50,401	\$52,606	\$54,912	\$57,320	\$59,830	\$62,451	\$65,188	\$68,040	\$71,021	\$74,134
	1/1/2005	\$50,095	\$52,291	\$54,579	\$56,971	\$59,470	\$62,074	\$64,793	\$67,633	\$70,592	\$73,684	\$76,914
	1/1/2006	\$51,848	\$54,121	\$56,489	\$58,965	\$61,551	\$64,247	\$67,061	\$70,000	\$73,063	\$76,263	\$79,606
4												
	1/1/2004*	\$51,950	\$54,229	\$56,607	\$59,084	\$61,667	\$64,370	\$67,193	\$70,134	\$73,207	\$76,410	\$79,757
	1/1/2005	\$53,898	\$56,263	\$58,730	\$61,300	\$63,980	\$66,784	\$69,713	\$72,764	\$75,952	\$79,275	\$82,748
	1/1/2006	\$55,784	\$58,232	\$60,786	\$63,446	\$66,219	\$69,121	\$72,153	\$75,311	\$78,610	\$82,050	\$85,644
5												
	1/1/2004*	\$59,290	\$61,890	\$64,600	\$67,430	\$70,385	\$73,463	\$76,682	\$80,043	\$83,547	\$87,208	\$91,029
	1/1/2005	\$61,513	\$64,211	\$67,023	\$69,959	\$73,024	\$76,218	\$79,558	\$83,045	\$86,680	\$90,478	\$94,443
	1/1/2006	\$63,666	\$66,458	\$69,369	\$72,408	\$75,580	\$78,886	\$82,343	\$85,952	\$89,714	\$93,645	\$97,749
6												
	1/1/2004*	\$69,716	\$72,764	\$75,949	\$79,277	\$82,751	\$86,374	\$90,161	\$94,110	\$98,233	\$102,536	\$107,025
	1/1/2005	\$72,330	\$75,493	\$78,797	\$82,250	\$85,854	\$89,613	\$93,542	\$97,639	\$101,917	\$106,381	\$111,038
	1/1/2006	\$74,862	\$78,135	\$81,555	\$85,129	\$88,859	\$92,749	\$96,816	\$101,056	\$105,484	\$110,104	\$114,924
7												
	1/1/2004*	\$79,730	\$83,222	\$86,869	\$90,672	\$94,645	\$98,790	\$103,116	\$107,633	\$112,348	\$117,269	\$122,406
	1/1/2005	\$82,720	\$86,343	\$90,127	\$94,072	\$98,194	\$102,495	\$106,983	\$111,669	\$116,561	\$121,667	\$126,996
	1/1/2006	\$85,615	\$89,365	\$93,281	\$97,365	\$101,631	\$106,082	\$110,727	\$115,577	\$120,641	\$125,925	\$131,441
8												
	1/1/2004*	\$89,504	\$93,427	\$97,517	\$101,787	\$106,247	\$110,901	\$115,760	\$120,829	\$126,121	\$131,643	\$137,411
	1/1/2005	\$92,860	\$96,931	\$101,174	\$105,604	\$110,231	\$115,060	\$120,101	\$125,360	\$130,851	\$136,580	\$142,564
	1/1/2006	\$96,110	\$100,324	\$104,715	\$109,300	\$114,089	\$119,087	\$124,305	\$129,748	\$135,431	\$141,360	\$147,554
	* Included for reference											

Schedule B

ROCKLAND ASSOCIATION OF MANAGEMENT

Conversion Table

2005-2006

POSITION	RATE OF COMPENSATION		
	<u>1/1/04*</u>	<u>1/1/05</u>	<u>1/1/06</u>
COUNTY HISTORIAN	\$6,276	\$6,511	\$6,739

*Included for reference

SCHEDULE C

ROCKLAND ASSOCIATION OF MANAGEMENT (RAM)

POSITION

RATE OF COMPENSATION

Chief of Corrections

Increases for Chief of Corrections are calculated in accordance with Resolution 432 of 1990

SCHEDULE D
SICK LEAVE BANK

A Sick Leave Bank (SLB) shall be established to provide income protection in the event a participant's accumulated leave has been exhausted as a result of catastrophic long-term illness or catastrophic injury.

1. Definitions

Eligible Member	Any member of the bargaining unit and all non-union management employees who have been in county employ for at least one year.
Committee	The group of individuals appointed to administer the SLB, as hereinafter provided.
Participant	Any eligible member of the sick leave bank who has been approved by the Committee.
Benefit Leave	A withdrawal from the SLB of leave days granted by the Committee.
SLB Request	A form approved by the Committee for Participants to sign when applying for Benefit Leave.

2. Composition and Responsibilities of Committee:

The Committee shall:

- a. Consist of four (4) RAM members appointed by the Association and two (2) representatives to be appointed by the County Executive. The methods of selection, terms of office, and other similar issues shall, with respect to each such individual, be determined by, and shall be the responsibility of, the party appointing such individual.
- b. Prepare Sick Leave Withdrawal Request Form, arrange for the duplication and distribution thereof so as to assure their availability to all who are entitled to receive them.
- c. Take all appropriate steps as are reasonable in order to facilitate enrollment in the SLB.
- d. Establish procedures for the maintenance of appropriate records with respect to the SLB in conjunction with the appropriate County agencies, including, but not limited to, the Department of Finance, the Management and Information Services Division of the Department of General Services, and the Department of Personnel.
- e. Review and pass upon all SLB requests submitted to it. All applications approved by the Committee shall be forwarded promptly to the individual department head for immediate processing. The approved request shall also be forwarded to the Department of Personnel. Any disapproval shall be returned promptly to the applicant, together with an explanation for such disapproval.

3. Contributions

- a. The initial contribution required of each eligible member shall be sixteen (16) hours. Members who are employed on a less than full-time basis or part-time basis shall contribute hours on a pro rata basis (for example, a half-time employee working in what would otherwise be a 40 hour per week position would contribute 8 hours.) These hours will be transferred from the individual's accrual and credited to the SLB.
- b. When each previously ineligible employee reaches eligible member status, appropriate hours will be transferred as set forth in sub-paragraph a.
- c. An additional contribution of eight (8) hours for full-time employees or on a pro-rata basis for less than full-time or part-time employees shall be required of each eligible employee whenever the total number of hours in the SLB falls below 720.

4. Withdrawals

- a. Application for Withdrawals shall be made by a participant at least ten (10) work days before his or her accumulated leave is exhausted. If approved, compensation will be retroactive to the expiration of accumulated leave.
- b. Withdrawals may only be made in connection with a catastrophic long-term illness, or catastrophic injury, of a participant. The Sick Leave Bank shall not be utilized for illness or injury of another member of participant's family or for time taken by participant to assist such other family member, nor shall it cover days for which participant is receiving any Worker's Compensation benefits.
- c. Should a participant be unable to do so, a member of participant's family or an agent may prepare and file a Sick Leave Withdrawal Request form on the participant's behalf.
- d. The employee must submit current medical reports, no more than one (1) month old, on the nature of the illness or disability. The reports must give the diagnosis, course of treatment, and a prognosis, including when the employee may return to work.
- e. Should the Committee so request, either before or after approval of a Sick Leave Withdrawal Request, the participant shall be required to undergo a medical examination by a participating provider physician of the Committee's choice. Failure to comply with such a request shall result in disapproval or cancellation of any prior approval.
- f. The Committee shall not grant a Withdrawal of more than thirty (30) work days for any one participant at any one (1) time. Additional leave days may be granted to a participant after any thirty (30) day grant only on request to, and after review by, the Committee and compliance with any reasonable requirements requested by the Committee. The maximum lifetime benefit available to any participant in the SLB shall be one hundred and eighty (180) days.
- g. All decisions of the Committee are final, binding and non-grievable.
- h. Any balance in the SLB on December 31st of each year shall be carried over to the SLB for the following year.

5. Termination

A member's right to participate in the SLB shall cease upon termination of participant's employment by the County within the bargaining unit.

SCHEDULE E

ROCKLAND COUNTY DRUG AND ALCOHOL POLICY

I. POLICY

The use of controlled substances, (which includes the abuse of prescription medications or their use in circumstances which impair the employee's ability to perform his/her job) or the use of or being under the influence of alcohol during work hours is inconsistent with the County's goal of providing a safe and productive workplace for all of its employees. Employers with successful drug and alcohol free workplace programs report a decrease in absenteeism, accidents, downtime, turnover, and theft, and increases in productivity and overall morale. The County has therefore established this policy in order to ensure that all employees are aware of the County's prohibition of alcohol and drug use during work hours, and the consequences of such behavior.

This policy applies to all Bargaining Unit members subject to their collective bargaining rights, except those employees covered by the Omnibus Transportation Employee Testing Act of 1991 [personnel performing safety sensitive functions for the County or those who drive command vehicles requiring a commercial drivers license (C.D.L.)].

II. PROHIBITIONS

1. Performance of work functions is prohibited under the following conditions:

(a) reporting for duty, or remaining on duty, with a breath alcohol concentration of 0.02%, or greater, as indicated by an alcohol breath test;

(b) when the employee uses, or has used, any controlled substance, as indicated by a controlled substance test. The only exception is when such use is under physician's order and does not impair the employee's ability to perform his/her job duties;

(c) using or possessing alcohol or any controlled substance while on duty, except where such use or possession of a controlled substance is pursuant to a physician's prescription and does not impair the employee's ability to perform his/her job duties;

(d) reporting to work within four hours after using alcohol;

(e) a supervisor, trained in indications of prohibited alcohol or drug use, has a "reasonable suspicion" to believe the employee has engaged in prohibited alcohol or controlled substance use;

(f) employee refuses to take a required alcohol or drug test;

(g) employee fails to adhere to the terms of any Rehabilitation Agreement which the employee has signed.

III. REQUIRED DRUG AND ALCOHOL TESTING

1. Pre-employment: This program does not impair or address the ability of the County to conduct drug and alcohol testing of potential employees prior to their employment.

2. Post Accident: Drug and alcohol tests will be conducted under the following conditions following an accident which occurs either while the employee is on the job or while an employee is in the custody of a County vehicle which is involved in such an accident:
- (a) where the accident involves a fatality; or
 - (b) the employee has received a citation for a moving traffic violation in connection with the accident; or
 - (c) bodily injury occurred to any person who, as a result of the injury, receives medical treatment; or
 - (d) when a supervisor so directs, and one or more motor vehicles involved in the accident incurred disabling damage and must be transported away from the accident scene by a tow truck or other vehicle.
3. Reasonable Suspicion: Reasonable suspicion is the criterion established by the Courts as the basis for the action by an Employer when an employee is suspected of using a controlled substance either on or off duty (which includes the abuse of prescription medications or their use in circumstances which impair the employee's ability to perform his/her job) or the use of or being under the influence of alcohol during work hours. Reasonable suspicion need not rise to the level of the standard of probable cause, but must be substantially more than a hunch. There must be good cause for the suspicion and there must be reasons set forth in writing and provided to the employee, at the time such testing is directed, including the factual basis for the directive.
- (a). Reasonable suspicion shall be based upon, among other things:
 - (i) observable phenomena, such as direct observation of illegally using or possession of drugs and/or physical symptoms of being under the influence of alcohol or of a drug, controlled substance or marijuana;
 - (ii) abnormal conduct or appearance or erratic behavior, and/or deterioration of work performance;
 - (iii) arrest or conviction for a drug or alcohol related;
 - (iv) information provided either by reliable and credible sources or from other sources, independently corroborated;
 - (v) evidence that the employee has tampered with a previously administered drug or alcohol test and/or has made false or misleading statements to County personnel regarding use of a controlled substance or alcohol.
- B. "Reasonable suspicion" testing shall be conducted when a trained supervisor observes behavior, speech, odor or appearance that are characteristic of controlled substance misuse and/or alcohol use and, therefore, has a "reasonable suspicion." "Reasonable suspicion" shall include direct observation of use of alcohol or a controlled substance while on duty, or such time prior to reporting for duty that there is a reasonable belief that the employee has reported for duty in violation of this policy.

C. "Reasonable suspicion" may also be based on information provided by a reliable and credible source that the employee has used alcohol or a controlled substance while on duty, or at such time prior to reporting for duty, in such a manner or on such a basis that there is a reasonable basis to believe that the employee is reporting for work or working in violation of this policy.

D. The determination as to whether there is "reasonable suspicion" is to be made by the trained supervisor. Such supervisor shall set forth his/her observations in writing, on the form attached hereto or similar form, including a specific statement as to what conduct has been observed or what information was provided and by whom and whether the source was reliable. Such "reasonable suspicion" that the employee has violated this policy shall be confirmed in writing by another trained supervisor. Although confirmation is required whenever possible, such confirmation shall not be required where exigent circumstances exist. The supervisor initially observing the employee, or the supervisor providing confirmation, need not necessarily be assigned to the same unit as the employee, provided such supervisor has been trained as provided herein.

E. Belief that the employee has this policy must be based upon specific observations. "Reasonable suspicion" drug tests may be given up to twenty-four hours after the initial observation. However, all efforts should be made to have the test taken as soon as reasonably possible following the initial observation. If the initial observation is made at the end of an employee's shift, the employee may be required to remain so that he may be confirmed and tested.

F. Belief that the employee has violated controlled substances prohibitions must be based upon specific observations. "Reasonable suspicion" alcohol tests must be given within two (2) hours of the initial observation. "Reasonable suspicion" drug tests may be given up to twenty-four hours after the initial observation. However, all efforts should be made to have the test taken as soon as reasonably possible following the initial observation. If the initial observation is made at the end of an employee's shift, the employee may be required to remain so that he/she may be confirmed and tested. The supervisor who makes the determination of "reasonable suspicion" shall not administer the test unless no reasonable alternative exists.

G. Elements of "Reasonable Suspicion" Testing:

Observations of Employee's Physical Condition
(EXAMPLES ONLY)

- (a) slurred speech;
- (b) confusion/disorientation;
- (c) odor of alcohol or marijuana on breath or person;
- (d) unsteady gait or lack of balance;
- (e) glassy eyes;
- (f) rapid/continuous eye movement or inability to focus;
- (g) drowsiness;
- (h) inattentiveness;
- (i) apparent intoxicated behavior (without the odor of alcohol or marijuana);
- (j) physical injury to self or others;
- (k) tremors or bodily shaking;
- (l) poor coordination;
- (m) runny nose;

- (n) very large or small pupils;
- (o) slow or inappropriate reactions;
- (p) other physical manifestations.

Observations of Employee's Behaviors (EXAMPLES ONLY)

- (a) inability to respond to question, or to respond correctly;
- (b) complaints of racing or irregular heart beat;
- (c) marked irritability;
- (d) aggressiveness (attempts at physical contact);
- (e) inappropriate laughter, crying, etc.;
- (f) sleeping on the job;
- (g) fainting or repeated loss of consciousness;
- (h) improper job performance and/or violation of work rules;

General Job Performance (EXAMPLES ONLY)

- (a) excessive unauthorized absences in last 12 months;
- (b) excessive use of sick leave in last 12 months;
- (c) frequent Monday/Friday absence, or other pattern;
- (d) frequent unexplained disappearances;
- (e) excessive "extension" of breaks or lunch;
- (f) frequently leaving work early;
- (g) ignoring established procedures.

H. In those cases where the supervisor determines that the person's behavior causes a potential threat of harm to himself/herself or others, the employee will be immediately removed from the work site. If necessary, the appropriate authorities should be contacted to assist in obtaining assistance for the employee.

I. Once a determination has been made to refer an employee for testing, it will be the responsibility of a supervisor to advise the employee of such decision and to escort the employee to a collection facility. When the supervisor is arranging for the escort of the employee to the collection facility, the County will provide the supervisor with any assistance necessary in the circumstances to protect the health and safety of all parties. The supervisor should remain with the employee until testing is concluded. In the event that leaving the scene and/or remaining with the employee is not feasible, the supervisor will arrange transportation to the collection facility (the employee will be instructed not to drive a vehicle), will notify the collection facility that the employee is being sent for testing, will request that the collection facility notify the supervisor when collection procedures are completed, will request that the collection facility arrange for the employee to be transported home following the collection process, and will notify the employee that he/she is not to return to work pending receipt of the test results by the County. At any point in this process the employee may request to be accompanied by his/her Union representative.

IV. TESTING PROCEDURES

A. Alcohol

1. Alcohol testing will be conducted utilizing an evidential breath testing ("EBT") device approved by the National Highway Traffic Safety Administration. The employee and the Breath Alcohol Technician ("BAT") conducting the test must complete the alcohol testing form to ensure

that the results are properly recorded. Failure of the employee to sign the testing form shall constitute a refusal to take the test.

2. Two (2) breath tests are required to determine if a person has a prohibited alcohol concentration. A screening test is conducted first. Any result less than 0.02 % alcohol concentration is considered a "negative" test.

3. If the alcohol concentration is 0.02% or greater, a second or confirmation test must be conducted. The confirmation test must be conducted using an "EBT" that prints out the results, date and time, a sequential test number, and the name and serial number of the "EBT," to ensure the reliability of the results.

B. Controlled Substances

1. The employee must provide a urine specimen that will be analyzed by a certified laboratory for the presence of the following controlled substances in the indicated amounts:

Substance	Initial	Confirmatory
Marijuana	50 ng/ml	15 ng/ml
Cocaine	300 ng/ml	150 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml
Amphetamines	1000 ng/ml	500 ng/ml amphetamine and methamphetamine
Opiates	2000 ng/ml	2000 ng/ml morphine and codeine 10 ng/ml 6 acetylmorphine

Once a specimen is provided in a location that affords privacy, (employee and a laboratory observer of the same sex) specimens will be sealed and labeled to ensure an appropriate chain of custody, proper identification and integrity of the specimen.

2. The employee must provide at least forty-five (45) milliliters of urine. Failure to provide an adequate sample is considered a refusal to submit, and the employee is considered to have engaged in prohibited actions, pursuant to the rules. If the employee is unable to provide the minimum amount of urine, the collection site person shall have the employee consume up to forty (40) ounces of fluid and provide a sample within three (3) hours. If, at this time, the employee is still unable to provide a specimen, the employee will be sent for a medical evaluation to determine if there is any legitimate reason for the employee's failure to provide a specimen, or there is a refusal to submit an adequate specimen.

3. Visual observation of urination shall not be required, except in cases where a previous diluted or adulterated sample has been detected. The observer shall be of the same gender as the employee.

4. Each urine specimen shall be collected in two vials, one "primary" and one "split."

5. If the primary specimen confirms the presence of one or more of the drugs hereinbefore set forth, or if the primary specimen indicates the presence of adulterants or dilution (as determined by the laboratory), the employee shall have seventy-two hours to request that the "split" specimen be sent to another certified laboratory for analysis. (Note: The employee must

be removed from duties at this time.) If the "split" specimen has a drug positive result, the employee shall reimburse the employer for the cost of analysis of the "split" specimen.

6. If the screening test for the "primary" specimen has a drug positive result, a confirmation test will then be performed for each drug identified in the "primary" specimen, using gas chromatography/mass spectrometry (GC/MS) analysis.

7. All drug test results from both the "primary" specimen and, if requested, the "split" specimen, will be reviewed and interpreted by a physician (also called a "Medical Review Officer") before they are reported to the employer.

8. If the laboratory reports a positive result to the Medical Review Officer ("MRO"), the MRO shall interview the employee to determine if there is an alternative medical explanation for the drug found in the employee's urine specimen. If the employee provides appropriate documentation and the MRO determines that it is legitimate medical use of a controlled substance, the drug test result is reported as negative.

9. If, for any valid reason the MRO is unable to contact the employee or if the employee expressly declines to discuss the test, then, after making reasonable efforts to contact the employee, the MRO shall report a positive result.

10. Upon written request the MRO shall provide a copy of any positive result and supporting documentation to the employee.

11. The County's use of any tests performed pursuant to this policy shall be limited to determining the employee's conformance to this policy.

V. TEST REFUSAL

1. Any refusal to undergo any of the alcohol tests outlined above shall be regarded as a positive test with a result of 0.02%, or greater. Any refusal to undergo any of the tests for controlled substances outlined above will be accorded the equivalence of a positive test. An employee shall be deemed to have refused where the employee:

(a) Refuses or fails to provide adequate breath for testing without medical explanation after the employee has received notice of the requirement of breath testing; or

(b) Refuses or fails to provide adequate urine for controlled substance testing, without a valid medical explanation, after the employee has received notice of the requirement for urine testing; or

(c) Engages in conduct that obstructs, delays or frustrates the testing process, including but not limited to the submission of an adulterated or dilute sample, or failing to appear for testing within sixty minutes of being directed to undergo a test. An employee is expected to report, without delay, for testing as instructed.

2. An employee will be disciplined for refusal to take a test required herein, subject to said employee's rights to contest such action under applicable Civil Service or other laws, or under the procedures set forth in an applicable Collective Bargaining Agreement. The parties agree that an appropriate penalty for refusal in all cases is discharge.

VI. CONSEQUENCES OF POSITIVE TEST RESULTS

1. If the confirmation test results indicate an alcohol concentration equal to, or greater than, 0.02%, or if the employee has engaged in the prohibited use of a controlled substance as defined herein, the employee will be removed from all duties and may be subject to discipline. No return to duty will be permitted until the employee has been evaluated by a substance abuse professional ("SAP") chosen by the County, has complied with any treatment recommendations, and has been cleared for return to duty by the SAP. Thereafter, a "return to duty" alcohol or drug test must be performed with satisfactory results. A satisfactory result will be less than 0.02% blood alcohol concentration, and/or one that is verified as negative for all controlled substances.

2. An employee who is referred by the SAP for treatment will be required to sign a Rehabilitation Agreement and a release permitting the County to obtain the employee's treatment records. The employee will be expected to comply with all treatment recommendations set forth in the Rehabilitation Agreement as a condition of further employment. Failure to follow treatment recommendations will result in the employee's termination upon the successful establishment of a disciplinary charge consistent with an applicable Collective Bargaining Agreement.

3. During the period of treatment, the employee will be eligible to utilize his or her accumulated sick, personal, holiday and vacation leave. Thereafter, the employee shall not otherwise be compensated during the period of said employee's absence. Employees who test positive will be allowed one opportunity for treatment and counseling.

4. Once the individual returns to duty, unannounced follow-up tests shall be conducted at such frequency and for such duration of time as the SAP recommends. All follow-up tests shall be given at any time during an employee's shift, or no more than thirty minutes before, or thirty minutes after an employee's shift. A positive test following the employee's return to work will result in the employee's termination upon the successful establishment of a disciplinary charge consistent with the Collective Bargaining Agreement, if applicable. The employee shall bear the cost of all follow-up tests. The employer shall bear the cost of the SAP and of any compliance monitoring (monitoring the employee's following of the treatment recommendations set forth in the Rehabilitation Plan).

5. An employee who has a positive test may be subject to disciplinary action separate and apart from the employee's removal from duty. The County may, at its discretion, suspend any disciplinary action while an employee is undergoing inpatient substance abuse treatment. The suspended disciplinary action will remain pending during treatment and for a period after completion of the treatment as determined by the SAP. At the end of the suspension period, the disciplinary action may be continued or withdrawn.

6. The employer is not required, and will not provide, rehabilitation pay for treatment or counseling aside from that set forth in such employee's medical insurance program.

VII. PROCEDURE FOR HANDLING OF CONTROLLED SUBSTANCES AND PARAPHERNALIA

1. In those cases where a supervisor discovers an employee who possesses what appears to be a controlled substance, illegally-used drug or alcohol, he/she will proceed as described above for instances where "reasonable suspicion" exists, and, if the substance in question appears to be a controlled substance or illegally-used drug, will in addition perform the following steps:

(a) Immediately confiscate the substance and all equipment or paraphernalia directly employed with the substance. Wrap them in any available clean material (e.g. paper towel, copier paper, handkerchief). The supervisor will keep the package on his/her person or where he/she can be absolutely sure it cannot be tampered with.

(b) As soon as the supervisor can, he/she will put the wrapped materials, still in the wrapping, into a large envelope and seal the envelope completely. The supervisor's initials will be written over the seam of the envelope in several places.

(c) The supervisor will write the employee's name, his/her own name, and the date at the top of the envelope, will promptly notify the Rockland County Sheriff's Department of their actions, and will turn the envelope over as soon as possible to County law enforcement officials. The supervisor will witness the signing and dating of the envelope by the person to whom he/she turns it over.

(d) All persons who subsequently and for whatever reason have possession of the envelope will sign and date it in the presence of the previous supervisor.

VIII. VOLUNTARY TREATMENT

1. Where a permanently appointed employee, on his/her own behalf, or someone on his/her behalf, voluntarily informs their Department Head that he/she is experiencing problems with alcohol or drug use, who has not previously been the subject of a disciplinary penalty following applicable due process procedures, if any, for alcohol or drug use and has not been involved in any conduct or occurrence which would require the employee to be tested pursuant to this policy, that employee will be afforded the opportunity to participate in an alcohol or drug rehabilitation program, rather than being subjected to disciplinary action. Enrollment in an alcohol or drug program in lieu of disciplinary action shall only be available where the employee has never previously tested positive for drug or alcohol use while employed by the County.

2. An unpaid leave of absence for treatment on an inpatient or outpatient basis will be granted for a period not to exceed sixty (60) days. The Department Head may approve an additional leave of thirty (30) days. The employee may use accumulated sick time, vacation time, holidays and other accrued leave time. The terms of the policy relative to said absences are not meant to affect or diminish those rights an employer or an employee would otherwise be entitled to pursuant to Civil Service Law.

3. An employee who chooses to participate in an outpatient program and who does not wish to take a leave of absence may, at the discretion of the Department Head, for a defined, temporary period, continue with his/her duties either on regular assignment, reassignment or limited duty as deemed appropriate by the Department Head at his/her sole discretion. Nothing herein shall be deemed to create a right on the part of an employee to limited, reassigned or light duty. Such reassignment, light or limited duty shall only be provided if the Department Head deems it available within the Department. Reassignment, light or limited duty may not be assigned without consultation with the Department of Law.

4. Return to work after completion of the program may only occur upon certification from the program that the employee has satisfactorily participated in the program, that the program recommends return to regular assignment and that there is proof of no alcohol or drug use for a period of two (2) weeks prior to return to work. Upon return to work, the employee is subject to random drug/alcohol tests pursuant to the recommendation of the SAP. The final decision as to whether to permit an employee to return to work shall be made by the Department Head within

two (2) weeks after receipt of the information from the program. In the event the Department Head determines not to permit the employee to return to work, any action taken by the County to implement this determination must be in accordance with any rights the employee has pursuant to New York State Civil Service Law and/or the applicable Collective Bargaining Agreement.

5. Any employee who voluntarily chooses to participate in a program but fails to successfully complete the program or be recommended for return to work by the program or the Department Head, shall be subject to other appropriate action, including disciplinary action and/or action pursuant to Civil Service Law Section 75. Before any such action is taken or commenced, there shall be a meeting with the employee, a Union Representative and the Department Head or his/her designee to discuss the employee's failure to complete the program.

IX. CONFIDENTIALITY AND MAINTENANCE OF RECORDS

1. All employee testing records are confidential and test results will only be released to the appointing authority, the County Attorney and the substance abuse professional (SAP). Any other release of information will only be allowed with the employee's consent.

2. Records shall be maintained by the employer in accordance with the following time frames:

- One Year: negative and cancelled drug tests;
 negative breath tests;
- Two Years: training records;
- Five Years: records relating to the breath and urine collection process;
 positive drug and alcohol test, including B.A.C. results of 0.02% or higher;
 documented refusals to test;
 records of equipment calibration;
 records relating to employee referrals to a SAP and any of their evaluations;
 copies of annual testing summaries.

3. Any employee who is the subject of a drug test conducted under this policy shall, upon written request, have access to any records relating to his or her drug test and any records relating to the results of any relevant certification, review, and/or revocation-of-certification proceedings. The results of such tests shall not be re-used for further disciplinary actions except as otherwise permitted hereunder, or as evidence of prior incidents of abuse of alcohol or controlled substances.

X. TRAINING

1. Supervisors and other persons designated to determine whether "reasonable suspicion" exists to require an employee to undergo "reasonable suspicion testing" must receive at least one hour of training on alcohol misuse, and at least one additional hour of training on controlled substance use, which they will use in making their determination. New Supervisors shall receive such training within 6 months of their appointment.

XI. NOTIFICATIONS

1. Every employee shall receive information about the signs, symptoms, and effects of alcohol misuse and controlled substance use, as well as a copy of the County's Policy and Procedures, the consequences of testing positive and whom to contact with the County to seek further information and/or

assistance. Each employee shall be required to acknowledge in writing their receipt of this Alcohol and Drug Testing Policy and Procedure for Employees.

XII. MISCELLANEOUS

1. An employee shall be paid for all time pertaining to an alcohol and/or drug test required pursuant to this Policy, including travel time to and from the test site. Such time shall be considered as time worked for the purposes of computing overtime and employee benefits.

2. When a decision is made to test based upon "reasonable suspicion," the employee shall be advised that the employee may consult with legal counsel or a union representative. However, such consultation shall not unreasonably delay the testing process.

3. The failure to contact an attorney and/or union representative shall not constitute grounds for an employee to refuse any alcohol or drug tests which may be required pursuant to the policy.

4. Employees on standby, or on call, are subject to the same alcohol and drug prohibitions set forth herein for employees on duty.

5. The substance abuse professional shall be either a licensed physician or a licensed or certified psychologist, social worker or addiction counselor certified by the National Association of Alcoholism and/or Drug Abuse Counselors Certification Commission.

6. The employer shall make available its Employee Assistance Program, which is capable of evaluating and resolving problems associated with the misuse of alcohol and controlled substances, for as long as an individual continues to be an employee.

7. Any costs to the employee not covered by medical insurance of the substance abuse professional shall be borne by the employer except as otherwise set forth herein.

8. If, as the result of a refusal or a positive test, the employer believes that just cause for discipline exists, then corrective discipline may be sought.

9. In cases of a positive test where the employer believes that just cause exists for discipline, the employee shall be served with a written notice of charges, as specified in the Collective Bargaining Agreement, but without any specific reference to a positive alcohol or drug test. Notwithstanding this requirement, the employer shall not be prohibited from disclosing the results of a positive alcohol or drug test to a decision-maker in support of any disciplinary charge alleging a violation of this Alcohol and Drug Policy.

10. In the case of a willful refusal to take a required alcohol or drug test, or in the case of a positive follow-up test after the employee has returned to work, or in the case of an employee's failure to comply with treatment recommendations set forth in a signed Rehabilitation Plan, the employee shall be subject to discipline in accordance with the disciplinary procedures of the Collective Bargaining Agreement or New York State Civil Service Law, whichever is applicable.

11. In the event that any portion of this Policy shall be found to be invalid by decision of a tribunal of competent jurisdiction, then such specific portions specified in such decision shall be of no force and effect. Upon the issuance of such a decision, then either party shall have the right to reopen negotiations with respect to a substitute for such portion of this Memorandum of Agreement involved.

12. Should any portion of the Policy be in conflict with the Collective Bargaining Agreement, then the applicable clause in the Policy shall be deemed superior to and shall supersede any other part of the Collective Bargaining Agreement with which it conflicts.

13. The employer shall have the right to contract with an Alcohol and Drug Compliance Service to implement and administer the Alcohol and Drug Testing Policy.

XII. FORMS

- A. Acknowledgment of Receipt of Copy of County's Reasonable Suspicion Alcohol Policy
- B. Rehabilitation Agreement
- C. Substance Abuse Consent and Information Release Form
- D. Urinalysis Information
- E. Behavioral Checklist for Possible Substance Abuse Problems

FORM A

ACKNOWLEDGMENT OF RECEIPT OF COPY OF COUNTY'S DRUG AND ALCOHOL POLICY.

I, _____ hereby acknowledge that I have been given a copy of the County's Drug and Alcohol Policy and that my rights and responsibilities with respect to it were explained.

Signature of Employee/Volunteer

Dated: _____

FORM B

REHABILITATION AGREEMENT

DATE _____

NAME _____

DEPARTMENT _____

Dear _____,

On _____, 2000, Rockland County agreed to your request to seek counseling and referral by the Employee Assistance Program to a Rehabilitation Program for alcohol and/or drug abuse. The following conditions apply to your Rehabilitation Program:

1. You must authorize your treatment provider to provide to the County's EAP proof of enrollment in a Rehabilitation Program and proof of attendance at all required sessions on a monthly basis. Your attendance will be monitored closely and the County will institute appropriate disciplinary action if you do not regularly attend all sessions.
2. If you are absent from work during the rehabilitation period without prior authorization, you must promptly submit a written doctor's certificate explaining the reason for such absence. The County will take disciplinary action if you are absent as a result of alcohol or drug use.
3. You will pay for all costs of rehabilitation that are not covered under the County's medical plan.
4. Following the completion of your Rehabilitation Program, the County will test you for alcohol and/or drug use on a basis to be determined by your Substance Abuse Professional (SAP). The County will take prompt disciplinary action if you refuse to submit to testing or if you test positive following your treatment.
5. You must comply with all of the SAP's recommendations for rehabilitation and follow-up treatment during your employment with the County. Your failure to do so will result in prompt disciplinary action.
6. You must meet all established standards of conduct and job performance. The County will institute appropriate disciplinary action if your on-the-job conduct or job performance is unsatisfactory.

By your signature, you agree to accept the above terms as conditions of your continued employment with the County of Rockland:

Dated: _____

FORM C

**SUBSTANCE ABUSE CONSENT
AND
INFORMATION RELEASE FORM**

I understand that Rockland County's Drug and Alcohol Policy requires that I provide a breath, hair, urine and/or blood sample for drug and/or alcohol testing. I hereby consent to such testing. I further authorize the testing laboratory to release my test results and related medical information to management officials and/or any outside reviewing agent chosen by Rockland County.

Employee

Witness

Date

Date

NOTE: The above information will be gathered by the drug testing laboratory at the time the sample is collected and will be used only for the purposes set forth in the Policy.

FORM D

URINALYSIS INFORMATION

Notice

Pursuant to its written policy, Rockland County (the County) has directed you to provide a urine specimen for alcohol and/or drug testing. To ensure you are treated fairly and with dignity, the following safeguards have been adopted.

1. Prior Use of Legal Drugs

After testing, the County will afford applicants and employees the opportunity to list all prescription and non-prescription drugs they have used in the last thirty (30) days, to provide medical documentation that same were taken pursuant to the directions of a physician's prescription and to explain the circumstances surrounding their use.

2. Providing the Urine Specimen

You are required to provide at least forty-five (45) milliliters of urine. If at first you are unable to do so, collection personnel will give you eight (8) ounces of liquid every thirty minutes until you are able to do so. You may provide your urine specimen in private. Neither the employer nor the collection site personnel shall be required to observe the giving of a sample unless the employee has previously tampered with a test or the County has reason to suspect that the employee will tamper with the test or the employee has previously tested positive.

3. Accuracy of Test Results

The County has taken precautions to assure your test results are accurate. Those persons administering the test have been fully trained in their use. The County has retained the services of a laboratory that uses accepted testing procedures. The laboratory uses two (2) separate tests. If the first test produces a positive result, the laboratory will administer a second, more sophisticated test. This second test measures the exact molecules of each drug; every drug has a different molecular structure, just as each person has a different fingerprint. Only if the second test is also positive does the laboratory report a positive test result. Both the scientific and medical communities agree that this combination of tests used by the laboratory produces extremely accurate results.

FORM E
REASONABLE SUSPICION OBSERVED BEHAVIOR DOCUMENTATION
(Use back of form, if necessary, to complete any portion.)

Employee Name: _____ Department: _____
Date: _____ Time: _____

Description of Events:

Description of Observed Behavior In All Appropriate Areas:

1. Speech: _____
2. Odor: _____
3. Balance: _____
4. Walking: _____
5. Standing: _____
6. Eyes: _____
7. Face: _____
8. Demeanor: _____
9. Awareness: _____
10. Other: _____

Witnessed By: _____ Date/Time: _____
_____ Date/Time: _____

MRO Contact: _____ Date/Time: _____

MRO Comments: _____

9/6/02