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#### **Contract Database Metadata Elements**

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Union: **Greene County Dispatch and Probation Unit #7002, CSEA, AFSCME, AFL-CIO**

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CO/10840

**AGREEMENT**

between

**GREENE COUNTY, NEW YORK**

and the

**GREENE COUNTY DISPATCH AND PROBATION UNIT 7002**

of the

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.**

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

for the period

**January 1, 2017 - December 31, 2019**

1/1/17 — 12/31/19

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This Agreement between the County of Greene, New York, a municipal corporation existing under the laws of the State of New York, party of the first part, hereinafter called the "Employer", and the Greene County Local 820, Civil Service Employees Association, Inc., a membership corporation, party of the second part, hereinafter called the "CSEA", shall be effective January 1, 2017 unless otherwise indicated herein.

## **ARTICLE 1**

### **RECOGNITION AND CHECKOFF**

1.1 Recognition: The Employer recognizes the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO for the Greene County Dispatch and Probation Unit #7002 of the Greene County Local #820 (hereinafter known as the union) as the sole and exclusive bargaining agent and representative for those Greene County employees identified in Appendix A of this Agreement for the purpose of collective negotiations of all terms and conditions of employment and the administration of grievances. Represented employees include part-time employees as defined in Article 5.2 of this Agreement. The bargaining unit shall not include those employees presently represented by the CSEA Greene County Unit #7000, Greene County Public Employees Local #968 of the American Federation of State, County and Municipal Employees, Council 66, those employees presently represented by the UPSEU and, employees presently represented by Teamsters Local #294, and those employees presently represented by the Greene County Deputies Association, and the Greene County Correction Officers Unit.

#### 1.2 Check-Off

1.2.1 A. Dues Deductions: The Employer agrees that it shall deduct from the wages of the members of the CSEA Dispatch and Probation Unit and remit to CSEA the regular membership dues and other authorized deductions for those members of CSEA who sign authorizations permitting such payroll deductions. Such deductions shall be made in accordance with the authorization signed by the member and shall be revocable only in accordance with the instructions contained in the written authorization. The Employer shall transmit the amount so deducted, along with a listing of such employees to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, NY 12210. In addition, the employer shall provide payroll deduction for the PEOPLE program and CSEA sponsored insurance programs, and remit said deductions to designated vendors.

B. Credit Unions: A credit union, through payroll deduction, shall be made available to all County employees covered by this Unit.

1.2.2 Agency Shop: The Civil Service Employees Association, Inc., having been certified as the exclusive representative of employees within the bargaining unit represented by this Agreement, shall have deductions made from the wage or salary of employees of said bargaining unit who are not members of the Civil Service Employees Association, Inc. in the amount equivalent to the dues levied by the Civil Service Employees Association, Inc. The Employer shall make such deductions and transmit the amount so deducted, along with a listing of such employees, to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York, 12210.

If an employee is a CSEA member and/or Agency fee payer, this designation shall appear on the employee's pay stub.

1.2.3 Indemnification Clause: The Civil Service Employees Association, Inc. will indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, action taken or not taken by the Employer in reliance upon agency fee deductions or dues deduction authorization cards furnished by an employee and/or the Association.

### 1.3 Association Access

1.3.1 The officers and agents of Greene County Dispatch and Probation Unit #7002 of the Greene County Local #820 shall have the right to visit the Employer's facilities for the purpose of adjusting grievances and administering the terms of this Agreement.

1.3.2 CSEA representatives shall, on an exclusive basis, have access to employees during working hours to explain CSEA membership, services and programs under mutually developed arrangements with department or agency heads. Any such visits to employees during working hours shall not interfere with work duties or work performance, and such consultations shall be no more than fifteen (15) minutes per employee, per month and shall not exceed an average of ten percent (10%) per month of the employees in the operating unit where access is sought.

## ARTICLE 2

### RECIPROCAL RIGHTS

#### 2.1 Association Business

2.1.1 Only the President of the Greene County Dispatch and Probation Unit of the Greene County Local #820, or one (1) employee designated to act in the President's absence, shall be allowed release time, without loss of pay or leave credits, for the following activities:

to attend grievance arbitration hearings;

to attend PERB conferences and hearings;

to attend labor-management meetings.

2.1.2 No more than three (3) employees shall be designated for the purpose of acting in the President's absence as set forth in Article 2.1.1. The President of Unit 7002 shall notify the County Administrator of which employees have been so designated.

#### 2.2 Release Time for Negotiations

2.2.1 Designated members of CSEA shall be allowed release time, without loss of pay or leave credits, to participate in contract negotiations.

2.2.2 At any time, no more than four (4) employees shall receive release time for the purpose of negotiations. Release time shall be denied if, in the opinion of the County Administrator, such release time will have a negative impact upon the operations of said Department. Release time shall not be unreasonably denied.

#### 2.3 Requests for Release Time

2.3.1 Requests for the use of release time shall be made to the appropriate department head, or the department head's designee, on the standard request for leave form provided by the Employer.

2.3.2 All such requests shall be made at least forty-eight (48) hours in advance. Such requests will not be unreasonably denied. An employee requesting such leave shall not be allowed to leave the worksite until such leave has been approved.

## 2.4 Release Time for Association Conferences

2.4.1 The President of the Greene County Dispatch and Probation Unit of the Greene County Local #820, and/or the President's designee, shall be allowed release time without loss of pay or leave credits, to attend conferences and conventions of affiliated associations and organizations up to a maximum of 15 working days in any one calendar year.

Other County employees duly elected as officers or delegates of CSEA shall be allowed release time without loss of pay or leave credits, to attend scheduled conferences and conventions of affiliated associations and organizations, not to exceed a total of fifteen (15) working days in any one calendar year.

Any County employee elected to the CSEA, Inc. Board of Directors shall be allowed release time without loss of pay or leave credits, up to a maximum of six (6) days in any one calendar year.

2.4.2 The President of Greene County Dispatch and Probation Unit shall document the nature of the conference and notify the County Administrator of which employees have been designated to represent the bargaining unit. The President of Greene County Dispatch and Probation Unit, and/or the President's designee shall give the appropriate department head a forty-eight hour notice prior to any such leave.

2.5 Bulletin Board: The CSEA Dispatch and Probation Unit shall have exclusive use of bulletin board space maintained on the premises and facilities of the Employer.

2.6 Meeting Room: A meeting room will be available to CSEA members when requested, with reasonable advance notice.

## **ARTICLE 3**

### **MANAGEMENT RIGHTS**

3.1 Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Employer are retained by it including, but not limited to, the right to determine the mission, purposes, objectives and policies of the Employer; to determine the facilities, methods, means and number of personnel required for the conduct of County programs, to administer the Civil Service System, including examination selection, recruitment, hiring, appraisal, training,



retention, promotion, assignment or transfer of employees pursuant to law, to direct, deploy and utilize the work force, to establish specifications for each class of positions and to classify or reclassify and to allocate and reallocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of the Agreement.

## **ARTICLE 4**

### **NO STRIKES**

4.1 Greene County Dispatch and Probation Unit #7002 of the Greene County Local #820 of the Civil Service Employees Association, Inc. shall not engage in a strike, nor cause, instigate, encourage or condone a strike.

4.2 Greene County Dispatch and Probation Unit #7002 of the Greene County Local #820 of the Civil Service Employees Association, Inc. agrees to exert its best efforts to prevent and terminate any strike which might occur.

4.3 Nothing contained in this Agreement shall be construed to limit the rights, remedies, or duties of the Employer or the rights, remedies or duties of Greene County Dispatch and Probation Unit #7002 of the Greene County Local #820 of the Civil Service Employees Association, Inc., under State Law.

## **ARTICLE 5**

### **DEFINITION OF EMPLOYEES**

5.1 Full-time Employees: For the purpose of this contract a full-time employee shall be defined as an employee employed by the Employer, who works a full work week.

5.2 Part-time Employees: A part-time employee is one who is employed for a 12 month period who works three (3) days or more but less than a full work week. (Upon completion of each 3 month period, the number of hours worked in said completed 3 month period shall determine the definition of a part-time employee). Part-time employees will no longer be paid by voucher and will, effective immediately (September 1999), be carried on the County payroll. The "new hire" salary will be the base rate for the position.

## **ARTICLE 6**

### **WORK WEEK**

6.1 The normal work week for all employees in the Fire/Emergency Control Center shall be forty (40) hours per week.

6.2 For all other employees, the normal work week shall be thirty-five (35) hours per week. These employees shall be compensated at their regular rate of pay for hours worked between 35 and 37.5 per week; any work over thirty- seven and one-half (37.5) hours in a week shall be compensated at the rate of time and one-half the regular rate of pay.

6.3 In those areas where the employer deems it necessary to provide personnel on a 24 hour basis, the normal work week shall consist of five (5) consecutive working days. Nothing herein contained shall be construed as prohibiting the exchanging of such days, upon approval of the immediate supervisor, so as to permit an employee a weekend.

6.4 The normal work week shall be defined as Monday through Friday - five (5) consecutive work days - with Saturdays and Sundays as days off, with the exception of employees working in areas defined in Articles 6.1.

6.5 The employer shall make every attempt to grant at least every other weekend off for employees of departments on a seven (7) day, 24 hour operation.

#### **6.6 Hours of Work**

6.6.1 County offices may be open from 8:30 a.m. until 5:00 p.m.

6.6.2 The normal work day will consist of seven (7) work hours with a one (1) hour lunch period. Starting and ending time, as well as a lunch period different from one (1) hour will be established by mutual agreement between the employee and the Department Head. Where no agreement can be reached, the work day for the employee shall be 9:00 a.m. to 5:00 p.m. with a one hour lunch period.

6.7 Emergency Building Closure for Dispatch employees: In case of emergency closure, as stated in the collective bargaining agreement section 6.6.1 (Monday- Friday 8:30 a.m. – 5:00 p.m.) the employees of 24 hours facilities (Dispatch employees) shall be entitled to an amount of time equal to the period of closure added to their vacation

accruals. If any county employees are directed not to report to work at all by the chairman of the Legislature or the County Administrator, the maximum amount of time added to the vacation accruals of dispatch employees can be no more than seven (7) hours.

## **ARTICLE 7**

### **COMPENSATION**

#### **7.1 Salary**

7.1.1 The salary of each employee covered by this agreement shall be increased as follows: 4% commencing January 1, 2017; 2% commencing January 1, 2018; and, 2% commencing January 1, 2019.

7.1.2 Effective January 1, 2018, a step 11 increment will be implemented for those employees already on step 11, 12, and/or 13.

7.1.3 All increases reflected above will be shown in Appendix B (By Year).

7.1.4 In the instances where positions have been substantially upgraded due to accretion of duties and/or additional responsibilities, Management retains the right to reduce the grade of such positions in the event of vacancy through promotion, separation, or any other reason, to its original entry level grade or any level in between, at the discretion of the Employer.

7.1.5 When an employee is promoted he shall receive an increase which represents a one-step increase in the new grade or the minimum of the new grade, whichever is greater. No one shall exceed the top of the range for the new grade.

7.1.6 Longevity Stipend: Effective January 1, 2018, all bargaining unit members shall be entitled to the longevity (prorated for part time employees) non-cumulative stipend payable in a lump sum every year due by early December in accordance with the following schedule:

Upon completion of 10 years of continuous service - \$500

Upon completion of 15 years of continuous service - \$750

Upon completion of 20 years of continuous service - \$1,000

Upon completion of 30 years of continuous service – \$1,500

## 7.2 Overtime

7.2.1 The employer shall pay time and one-half (1 1/2) in compensatory time (see Section 7.3 below) or monetary compensation to Dispatch Department employees for all hours worked in excess of forty (40) hours per week. All other employees, scheduled to work over thirty- seven and one-half (37.5) hours in a week shall be compensated at the rate of time and one-half (1 1/2) their regular rate of pay.

7.2.2 The Employer shall pay time and one-half (1 1/2) to all employees for work performed on a Saturday and Sunday. This would include only those employees whose normal work week begins on Monday and ends on Friday (i.e., Probation Officers).

7.2.3 Holidays, sick leave, vacation and personal leave taken during the work week are to be considered as hours worked when determining overtime.

7.2.4 An employee called for duty in addition to the employee's regular working hours shall receive pay for not less than four (4) hours. As set forth in Articles 7.2.1 and 7.2.2, such employee shall receive the overtime rate if the time actually worked is in excess of the employee's normal work week. If the employee does not work the full four (4) hours, the employee shall receive the straight-time rate for the remaining portion of the four (4) hours.

## 7.3 Compensatory Time:

A. The Employer agrees to permit employees to accumulate up to two hundred forty (240) hours of compensatory time, which time shall be cashed out during the month of December according to a procedure adopted by the County. An employee will elect by December of each year whether overtime worked for the next calendar year will be paid as overtime when earned or whether it will be accumulated as compensatory time. Utilization of compensatory time as time off may be used with the permission of the Department Head or his/her designee.

B. Under no circumstance can compensatory time be carried over into the following calendar year.

## 7.4. Equalization of Overtime

7.4.1 A. Available overtime shall be distributed equitably among qualified employees who normally do such work under the supervision responsible for assigning the overtime involved unless none of such employees are available. Such distributions shall be made on a rotational basis. Deviations from rotation shall only be made in the

case of sudden emergency, in which case the employee receiving the overtime shall go to the end of the rotation list; provided, however, that the authority granted by this section shall not be abused to avoid equitable rotation. The initial rotation list shall be set up on the basis of seniority. Refusal of overtime shall be treated as overtime worked of the purpose of placement on the rotation list.

In the event an available employee is skipped when available overtime is distributed among qualified employees who normally do such work under supervision responsible for assigning the overtime involved, the employee skipped shall be allowed to work the next available overtime equivalent to the amount of overtime the employee would have worked had the employee not been skipped.

A record of employees who have worked overtime shall be updated on a weekly basis and shall be posted at each work location. The posting shall include date of overtime worked, name of employee who worked overtime, and the number of hours worked.

#### 7.4.1 B. Department's Protocol

- The schedule will be posted on or near the 15<sup>th</sup> of the month.
- The open shift sheet will also be posted on or near the 15<sup>th</sup> of the month.
- Both sheets will be posted on the white board located in the front of the Dispatch room
- A copy of the upcoming schedule will also be emailed to every employee in PDF form on or near the 15<sup>th</sup> of the month.
- The open shift/availability sheet will have every full time employee listed by seniority with a blank space next to their Dispatcher number.
- Each full time employee SHALL indicate next to their Dispatcher number either a (Y) for yes or a (N) for no and either (8) for 8 hours or (4) for 4 hours. If you are available for 4 hours also indicate what 4 hours.
- If a Dispatcher fails to indicate their availability on the open shift /availability sheet during the 7 days that the open shift/availability sheet is posted then it will be considered as "NOT AVAILABLE" during the awarding of shifts.
- The open shift sheet will also have the date as to when it was posted and a revised date if there was one.

*(Each Dispatcher should also check the open shift/availability sheet often to check if there were additional days added)*

- The open shift/availability sheet is **ONLY** to indicate your availability. Indicating "yes" on the availability sheet for a certain shift **DOES NOT** mean you have been awarded the shift.
- The open shift /availability sheet will be posted for (7) days to include weekends and holidays.

On the 8<sup>th</sup> day the open shifts for the upcoming month will start to be awarded using the rotational method.

- Each Dispatcher will be notified by email, text, CAD mail or phone that you have been awarded the shift.

*(Each Dispatcher should also review the schedule often to see if they have been awarded the shift. If you have been awarded the shift your Dispatcher number will be penned in or typed in with RED ink on the schedule.)*

- The awarding of shifts will be done in either 4 hour or 8 hour increments.
- If there is a Dispatcher willing to do a whole 8 hour open shift and there are also (2) Dispatchers willing to split the 8 hour shift then the Dispatcher willing to do the 8 hour shift will be awarded the shift.

#### 7.4.2 MANDATED OVERTIME / MANDATORY OVERTIME POLICY:

The staffing levels in 911 Center are critical to public safety and require minimum staffing levels as may be established by the Department Head. There are occasions when staffing levels necessitate the use of overtime.

1. In the event no employee wishes to perform the require overtime work, the Employer shall, by inverse order of seniority, list assign the necessary employee(s) required to perform the work in question.
2. When contacting employees for overtime opportunities the Employer shall leave a message on the employee's answering machine, pager or cell phone, as applicable. An employee will have ten (10) minutes to respond from the time any message is left.
3. There will be some occasions that the Director, Deputy Director or Chief Dispatcher will have to order an employee(s) to work overtime when no one signs up for it, and the necessary staffing levels are not met. These guidelines will be looked at when ordering overtime:
  - i. All other means of finding someone who actually wants to work the overtime will be exhausted before resorting to ordering overtime.

- ii. As much advance notice will be given to those employees ordered to work overtime as is possible.
  - iii. A list of all county 911 staff members will be established, starting at the top with least seniority. When it becomes necessary for the Director, Deputy Director or Chief Dispatcher to order someone to hold over for four (4) hours, he/she will go down the list until he/she comes to the first name of a member who is already on duty. That person will have to hold over for four (4) hours. His/her name will then be placed at the bottom of the list. The Director, Deputy Director or Chief Dispatcher will then go down the list again until he comes to the first name of a member who is scheduled to come in on the next shift and that person will be called and ordered to report four (4) hours early. That member's name will then be moved to the bottom of the list.
4. EXCEPTION: If a person whose name comes up for mandatory overtime is already signed up for overtime on that day, on the previous day, or on the next day, their name will be bypassed.
5. Employees mandated to work overtime shall receive two times (2X) their regular rate of pay.

7.5 Holiday Pay: If an employee works on:

- New Year's Day**
- Martin Luther King Day**
- President's Day**
- Memorial Day**
- Independence Day**
- Labor Day**
- Columbus Day**
- Election Day**
- Veterans' Day**
- Thanksgiving Day**
- Christmas Day**

he/she shall be compensated at the rate of one and one-half times his/her normal rate of pay, and if an employee works on any other holiday set forth in Article 10, he/she

shall be compensated at his/her normal rate of pay. In addition, any employee working on any of the holidays enumerated in Article 10 shall receive another day to be added to the employee's vacation. Part-time employees earn holiday pay (prorated) based upon the number of hours regularly worked.

7.6 Cafeteria Plan: The County provides a 125 Cafeteria Plan.

7.7 Uniforms

7.7.1 Dispatch employees shall receive 4 (four) pair of pants, 5 (five) grey polo shirts, 1 (one) belt and 1 (one) pair of shoes. The County shall provide the initial issued, thereafter; the employee shall receive a total of \$400 (four hundred) per year. Payment shall be issued in two equal installments on the first pay period of June and the first pay period of December.

7.7.2 Employees of the Greene County Probation Department shall dress appropriately for the work assignment, in accordance with Department Policy. All Sworn Probation Officers of the Greene County Probation Department shall receive a total of \$400 (four hundred dollars) per year. Employees shall receive this payment in two equal installments of \$200 (two hundred dollars) on the first pay period of June and the first pay period of December.

7.7.3 All monies paid pursuant to this Section (7.7) must be used for upkeep of the issued or purchased "uniform."

7.8 Firearm stipend

Sworn Probation Officers of the Greene County Probation Department that are authorized to carry a firearm in accordance with Department Policy and as part of their job shall receive a stipend of \$1,000 (one thousand dollars) payable in four (4) equal installments of \$250 (two hundred and fifty dollars). Payments shall be issued on the last pay period of March, June, September, and December. Payments shall be prorated for an employee who is separated from service for any reason except pursuant to a disciplinary action. An employee whose authorization to carry a firearm is suspended shall not be eligible for payment of the stipend during the period of the suspension. The Director of the Probation Department will notify the County Payroll Department each quarter as to who qualifies for the firearm stipend.



## **ARTICLE 8**

### **PENSION**

The County shall provide the New York State Employees' Retirement System plan known as Section 75-l.

Qualified employees who retire on or after January 1, 2011 are eligible to apply for 41 (j) benefits. Subdivision (j) of Section 341 of the NYS Retirement and Social Security Law allows a participating employer to elect to provide additional service credit toward retirement for its employees who are entitled to accumulate sick leave.

## **ARTICLE 9**

### **HEALTH INSURANCE**

#### **9.1 Eligibility**

9.1.1 The Employer shall provide hospitalization and major-medical insurance, which includes alcohol and drug rehabilitation benefits, for each full-time employee and the employee's eligible dependent(s). A part-time employee hired after January 12, 1990 shall not be eligible to participate in any health insurance plans.

9.1.2 The Employer shall provide a dental plan and a vision care plan as outlined in each health insurance plan option for each full-time employee and the employee's eligible dependent(s). A part-time employee hired after January 12, 1990 shall not be eligible to participate in the dental or vision care plans.

Effective January 1, 2001, employees will contribute as follows for participation in the County Dental Plan:

individual coverage:	\$2.00 per pay period;
two-person coverage:	\$3.00 per pay period;
family coverage:	\$5.00 per pay period.

In addition, the County will provide an Orthodontic Rider.

9.1.3 A full-time employee who returns to duty on a part-time basis following an absence will receive six (6) additional weeks of health insurance under the terms and

conditions applicable to that employee. At the end of this six (6) week period, should the employee remain on a part-time basis, that employee will have COBRA rights.

## 9.2 Insurance Plans

9.2.1 A. An employee may elect to enroll in the Greene County Preferred Provider Organization (PPO) plan, which features both an in-network and out-of-network level of benefits. In the alternative, an employee may elect to enroll in the Greene County Exclusive Provider Organization (EPO) Plan which features an in-network level of benefits. The Greene County PPO is also known as the Primary Plan.

A. An employee may elect to enroll in the Greene County PPO plan within six (6) months prior to the employee's retirement.

B. Effective January 1, 2005, the prescription drug co-pay(s) and the doctor visit co-pay(s) shall be the lowest standard rate offered by the carrier.

C. Any change to prescription drugs and the doctor visit co-pay will be referenced to a Health Insurance Committee comprised of three (3) CSEA unit members and three (3) County management representatives. The Committee will review the matter and make a recommendation as to how to proceed. If the recommendation of the Committee is not accepted by the Legislature, the increase proposed by the carrier will be implemented. The implementation of the higher prescription drug co-pay will not be subject to the grievance procedure.

D. The Employer may change carriers and/or provide alternate plans during this Agreement, provided such alternate plans are substantively equivalent to or more comprehensive than the Primary Plan provided.

E. Effective January 1, 2018, the PPO and EPO will be a deductible plan, which includes mandatory mail order for prescription maintenance medications. Deductible plan will be as follows: \$400/\$800 yearly deductible with \$1000/\$2000 yearly out-of-pocket maximum; coinsurance in effect once deductible obtained (Plan pays 80%/Employee 20%); and continuation of Employee premium contribution.

## 9.3 Premium Payments

9.3.1 Effective January 1, 1997, all newly hired employees shall contribute ten percent (10%) toward the premium cost of health insurance. Effective January 1, 2008, all newly hired employees shall contribute fifteen percent (15%) toward the premium cost of

health insurance. Effective on or after January 1, 2012, all newly hired employees shall contribute twenty (20%) percent toward the premium cost of health insurance.

#### 9.4 Health Insurance Buy-Out

9.4.1 a) A full-time employee hired on or before December 31, 2017, who is insured under another health insurance plan may elect to refuse participation in the Employer's health insurance plan. Such employee shall receive a payment for each month the employee is eligible but does not elect coverage. The monthly payment shall equal thirty-three and one-third percent (33 1/3%) of an established monthly cap, reduced by the employee's percentage contribution as determined by their date of hire. The monthly buyout cap is as follows: \$1,000 individual, \$2,000 2-person, \$3,000 Family. Payment shall be made during the first pay period of the following month.

HEALTH INSURANCE BUYOUT: Those hired on or before December 31, 2017					
	Buyout cap	Buyout at 0% contribution	Buyout at 10% contribution	Buyout at 15% contribution	Buyout at 20% contribution
Individual	\$1,000	\$333.00	\$299.70	\$283.05	\$266.40
2 Person	\$2,000	\$666.00	\$599.40	\$566.10	\$532.80
Family	\$3,000	\$999.00	\$899.10	\$849.15	\$799.20

9.4.1 b) A full-time employee hired on or after January 1, 2018, who is insured under another health insurance plan may elect to refuse participation in the Employer's health insurance plan. Such employee shall receive a payment for each month the employee is eligible but does not elect coverage. The monthly payment shall equal thirty-three and one-third percent (33 1/3%) of an establish cap, reduced by the employee's percentage contribution of 20%. The monthly buyout cap is as follows: \$500 individual, \$1,000 2-person and \$3,000 Family. Payment shall be made during the first pay period of the following month.

HEALTH INSURANCE BUYOUT: Those hired on or after January 1, 2018		
	Buyout cap	Buyout at 20% contribution
Individual	\$500	\$133.20
2 Person	\$1,000	\$266.40
Family	\$1,500	\$399.60

9.4.2 To be eligible for the health insurance "buy-out", the employee must document that the employee is covered under another health insurance plan. Thereafter, such employee must provide documentation on, or immediately before, December 1st of each year.

9.4.3 An employee may elect to resume coverage in the Employer's health insurance plan on the first day of the following month provided the employee gives the Employer a minimum of five (5) business days' notice. Reinstatement shall be subject to any terms, conditions and/or limitations pertaining to preexisting medical conditions as set forth in the contracts issued by the carrier.

9.4.4 In the event that a husband and wife are both employees of the County and one is receiving health benefits from the County, the other spouse shall not be entitled to the buy-out option.

## ARTICLE 10

### HOLIDAYS

#### 10.1

10.1.1 Eleven (11) plus two (2) floating holidays shall be granted to all full-time employees. Part-time employees' holiday benefits shall be prorated. The following holidays shall be observed:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day

Labor Day  
Columbus Day  
Election Day  
Veterans' Day  
Thanksgiving Day  
Christmas Day

10.1.2 Employees will be permitted to take a "floating holiday" providing the employee was on the payroll as of February 12th of that calendar year. The floating holiday must be taken with the permission of the Department Head or his/her designee and must be used by the end of the fiscal year.

In addition, the Friday after Thanksgiving shall be granted to all employees. In order to insure the necessary services continue to be provided, supervisors shall arrange to have some employees take an alternate day off (floating holiday).

10.2 When a Holiday falls on a Saturday, it shall be observed on the preceding Friday for the Probation Department employees only. When a Holiday falls on Sunday, it shall be observed on the following Monday for Probation Department employees only. For the Dispatch Department employees, all holidays shall be observed on the day it occurs. All employees who work the legal holiday shall receive the premium rate of time and one-half (1 ½).

10.3 An employee required to work on any of the holidays enumerated in Article 10.1 must, in addition to any premium rate payable, take an alternate day within the pay period the holiday was earned. Should employee be unable to take the holiday within said pay period, another day shall be transferred or added to vacation.

## **ARTICLE 11**

### **LEAVES**

11.1 Vacation Leave

11.1.1 Vacation credits shall accrue each pay period as to hours worked. The following schedule indicates the number of hours accrued each pay period for a full-time employee:

**Vacation Hours Earned/ Accrued Biweekly  
Full-time Employees**

Years of service		70 Hour	80 Hour
		Biweekly	Biweekly
		Employee	Employee
0-4	10 days annually	2.692340	3.076960
5-9	15 days annually	4.038440	4.615360
10-14	20 days annually	5.384610	6.153840
15+	25 days annually	6.730780	7.692320

11.1.2 An employee may use vacation credits earned upon prior approval of the department head without restriction.

11.1.3 Vacation credits may be accumulated to the following maximums:

<u>Normal Work Week:</u>	<u>Days</u>	<u>May Accumulate: Hours</u>
35 hour/week employee	30 days or	210 hours
40 hour/week employee	30 days or	240 hours

11.1.4 Dispatch Department shall schedule vacation by arranging one year in advance. If the nature of work makes it necessary to limit the number of employees on vacation at the same time or the time of year when vacation may be taken, the employees with greater seniority within Civil Service Job title shall be given choice of vacation period in the event of conflict over vacation periods. Employees shall be entitled to vacation each year as defined in Article 11.1.1 provided, however, that:

- a) Dispatch vacation selection/picks will be limited to four (4) weeks per full time employee;
- b) Dispatch vacation selection/picks will be for periods of one week minimum (not individual days);
- c) Dispatch vacation selection/picks of individual days must be submitted no less than fifteen (15) calendar days in advance or will be subject to denial;

d) No vacation may be taken until approved, in writing, by the Department Head or Designee;

e) In Emergency Ops the original Vacation Packets shall not be removed from the Emergency Ops Center, under any circumstance.

11.1.5 New Employees shall not be entitled to use any benefit described in Article 11.1.1, 11.1.2 or 11.1.3 during the employee's first twelve (12) weeks' of employment. Upon completion of this 12 weeks', the employee shall be entitled to benefits in Article 11.1.1, 11.1.2 or 11.1.3 accrued from day of employment.

11.1.6 Upon termination of service, any unused vacation, up to the maximum allowable number of days/hours as set forth in Article 11.1.3, will be paid for at the regular rate of pay.

11.1.7 If a holiday falls within the vacation period, one extra day will be added to the vacation.

11.1.8 Part-time employees shall earn vacation accruals on a pro-rata basis.

11.1.9 Sale of Leave Benefits

Vacation Leave: Employees will be allowed the option to sell vacation time to the County at the rate of One Hundred (100%) percent of its value at the time the option is exercised. Vacation leave shall be already available at the time of the request. The request for the buy-out shall be made by September 15 of the previous year and the employee may elect to receive the sell back in two (2) installments: in the first payroll period of January and the first payroll period of June. The payment will be made by separate check.

11.2 Sick Leave

11.2.1 Definition of Sick Leave: An employee contracting or incurring any non-service connected illness or disability that renders such employee unable to perform the employee's duties, shall receive sick leave with pay to the extent that such employee has been credited with sick leave. An employee may use accumulated sick leave credits for the illness of a child, spouse, parent or a member of the immediate household.

11.2.2 Sick Leave Allotment: A full-time employee shall be credited with sick leave credits in accordance with the following schedule for each biweekly pay

period. A part-time employee shall receive sick leave credits on a pro-rata basis. No credit shall be earned while an employee is on an unpaid leave of absence.

**Sick Leave Hours Earned/Accrued**

	70 Hour	80 Hour
	Biweekly	Biweekly
	Full Time Employee	Full Time Employee
10 days annually	2.692293	3.076907
15 days annually	4.038440	4.615360

Employees hired after January 1, 1994, will accumulate ten (10) days of sick leave annually; current employees shall continue to accrue fifteen (15) days of sick leave annually.

**11.2.3 Verification of Sick Leave**

a. The Department Head, or the Department Head's designee, may require medical certification from an employee when the Department Head, or the Department Head's designee, has determined that a systematic pattern of abuse of sick leave has occurred and has so notified said employee in writing.

b. The Department Head, or the Department Head's designee, may also require the employee to be examined at the expense of the Employer by a physician designated by the Employer.

c. Upon request, an employee shall authorize the employee's personal physician, and/or the physician designated by the Employer, to release all relevant medical information pertaining to a disability claim only.

d. In the event an employee is believed to have engaged in sick leave abuse, the Unit President will be notified at the time disciplinary charges, if any, are filed pursuant to Article 15 of this Agreement. Thereafter and within ten (10) workdays, the Unit President may request a meeting with the County Administrator or designee. If the charges can not be resolved, the matter may be moved to Arbitration pursuant to the procedures established in Article 15 of this Agreement.



#### 11.2.4 Sick Leave and Holidays/Vacations

a. An employee who is absent due to illness on work days either before or after a holiday or vacation shall not receive sick leave with pay unless medical verification for said illness is provided.

b. An employee calling in for the use of sick leave on a scheduled weekend of work must make up this time on the next scheduled weekend off.

11.2.5 Accumulation: A full-time employee may accumulate sick leave credits to a maximum of two hundred (200) days.

#### 11.2.6 Sell-Back of Unused Sick Leave

a. Unused sick leave credits, for up to a maximum of one hundred and sixty (160) days, shall be paid at the rate of seventy-five percent (75%) upon the retirement, voluntary quit or death of an employee who has at least five (5) years of continuous service with the Employer.

b. Unused sick leave credits, for up to a maximum of one hundred and sixty (160) days, shall be paid at the rate of seventy-five percent (75%) upon the layoff of an employee who has at least five (5) years of continuous service with the Employer.

c. Unused sick leave credits shall not be paid upon an employee's termination for just cause.

d. All employees will be prohibited from "burning off" unused sick leave prior to retirement or other separation from service.

11.2.7 Workers' Compensation: If any portion of a subsequently awarded compensation award covers a period for which an employee has used accrued sick leave, then that proportion of the compensation award shall be credited to restoring a prorated share to the employee's sick leave accrual.

#### 11.3 Personal Leave

11.3.1 Personal leave shall be earned/ accrued in accordance with the following schedule. No employee shall be restricted from using personal leave credits provided a forty-eight (48) hour notice is given to the appropriate Department Head or designee prior to taking such leave.

**Personal Leave Hours Earned**

	70 Hour	80 Hour
	Biweekly	Biweekly
	Full Time Employee	Full Time Employee
Equivalent to five (5) days per year	1.346170	1.538480

11.3.2 Personal Leave may be accumulated to a maximum of five (5) days.

11.3.3 Part-time employees will receive Personal Leave benefit on a pro-rata basis.

11.3.4 Personal Leave benefits shall not be paid upon termination for any reason.

11.4 Bereavement Leave: Each employee shall be allowed five (5) days Bereavement Leave for the death of a spouse, child, mother, father, stepparents, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, grandchildren and stepchildren provided leave is taken within the immediate time frame of death and/or burial.

11.5 In the event of severe storms, floods or acts of God, an employee who has made every diligent and reasonable effort to report to work at the regular starting time and who is subsequently late may utilize holiday, vacation or personal leave accruals (if any) to make up for hours scheduled but not worked. If the employee does not utilize leave, the time off will be without pay. (See also §6.7.)

Should all County offices be closed, the employees of 24 hour facilities shall be entitled to an equal amount of time added to their vacation accruals. The County will set up an answering machine detailing any County closures.

11.6 Civil Duty: All employees who are members of fire, ambulance or rescue squads shall be given time off with pay and no loss of leave credits provided that the employees will return forthwith to their work assignment when released by the officer in charge or whenever the employee's presence is no longer required. Release of the employee shall be at the discretion of their Department Head.

## **ARTICLE 12**

### **TUITION REFUND**

#### **12.1**

12.1.1 Full-time permanent employees are entitled to tuition reimbursement upon presentation of a certificate of successful completion and a voucher evidencing the cost of education credits as to the following criteria:

- a. Employee receives prior approval from department head.
- b. Education credits must be relative to improving employee's work skills in employee's position.
- c. Permanent status employee who completes one (1) year of service is entitled to six (6) credit hours per calendar year.
- d. "Tuition Reimbursement" means the actual cost for the course(s) being taken, to include lab fees, but not to include any other fees. The maximum reimbursement rate shall be based on whether the course work is at the undergraduate or graduate level and reimbursement shall be at the appropriate rate (or equivalent) currently in effect at SUNY Albany for the semester in which you are applying.

12.1.2 If the employee's application is denied, he/she shall receive a written statement of explanation for such denial. This shall be subject to the grievance procedure.

Employee shall guarantee Employer continued employment at the rate of one month for each credit hour or will return to the Employer the tuition reimbursement.

## **ARTICLE 13**

### **MILEAGE AND MEAL ALLOWANCE**

13.1 Mileage Reimbursement: Effective upon the execution of this Agreement, the employer shall reimburse an employee for any and all incurred mileage, at the approved IRS rate. In situations where an employee is required to attend training, or a work-related meeting which is out of the County, the employee shall be reimbursed mileage, Portal-to-portal. "Portal-to-portal" shall mean the employee is reimbursed mileage from

the employees' home to the training/meeting site and back to the employees' home or work location.

13.2 Meal Allowance: Effective upon the execution of this Agreement, the Employer shall pay a meal allowance to an employee on Employer business as outlined in the then prevailing resolution of the Greene County Legislature.

## **ARTICLE 14**

### **OUT OF TITLE**

14.1 An employee may be assigned by the department head to perform duties of a higher classification. Only in such event, he/she shall be compensated for such duties during the period the employee performs same at the higher rate of pay (to be determined at the employees current salary step).

14.2 An employee may be assigned by the department head to temporarily perform the duties of a lower classification. In that event, he/she shall be compensated at his/her regular rate of pay.

## **ARTICLE 15**

### **PROBATION AND DISCIPLINE**

#### **15.1 Probationary Period**

15.1.1 An employee in the competitive, noncompetitive or labor classes shall be on probation for a period in accordance with the Greene County Civil Service Rules.

15.1.2 Probationary, Provisional, Temporary and Seasonal Classifications: An employee in a competitive civil service classification who is on probation or who has been appointed to a position on a provisional, temporary, seasonal, emergency or training basis as defined by Civil Service shall not be entitled to appeal any disciplinary action taken against said employee, nor shall CSEA have the right to appeal such action on the employee's behalf.

15.1.3 Noncompetitive and Labor Classifications: An employee in a noncompetitive or labor civil service classification who has completed the probationary period shall be entitled to appeal disciplinary action in accordance with this Article. An employee in a

noncompetitive or labor civil service classification who is on probation or who has been appointed to a position on a provisional, temporary, seasonal, emergency or training basis as defined by Civil Service shall not be entitled to appeal any disciplinary action taken against said employee, nor shall CSEA have the right to appeal such action on the employee's behalf.

15.2 Discipline for Just Cause: No employee with a permanent appointment shall be disciplined except for just cause. Such employee shall be served with a written notice of the action and the reason for it. Simultaneously, a copy of the notice shall be sent to the President of the Greene County Dispatch and Probation Unit #7002 of the Greene County Local #820.

### 15.3 Appeal of Disciplinary Action

15.3.1 If CSEA disagrees with the disciplinary action, the President of the Greene County Dispatch and Probation Unit of the Greene County Local #820 may appeal the matter, in writing, to the County Administrator or designee. The appeal must be submitted, in writing, within ten (10) work days from receiving the notice of discipline. Failure to submit the appeal within said ten (10) days shall make the matter ineligible for further appeal under this Article or any other procedure.

15.3.2 Within fifteen (15) work days after receiving the appeal, the County Administrator or designee shall meet with the disciplined employee and the designated representative of CSEA. Within fifteen (15) work days after said meeting, the County Administrator or designee shall issue a written response. Said response shall be given to the President of the Unit.

15.3.3 If CSEA is not satisfied with the response of the County Administrator or designee, the President of the Greene County Dispatch and Probation Unit #7002 of the Greene County Local #820 may elect to submit the matter to arbitration by filing a demand for arbitration with the New York State Public Employment Relations Board in accordance with its rules and procedures. The demand for arbitration must be filed within ten (10) work days from receiving the response from the County Administrator or designee or when the response should have been received. Failure to file the demand within said ten (10) days shall make the matter ineligible for arbitration or any other appeal and the case will be deemed to be closed.

15.3.4 All decisions rendered in such arbitration shall be final and binding upon both parties.

15.3.5 The arbitrator's fees shall be shared equally by CSEA and the Employer.

15.4 Civil Service Rights: The procedure set forth above shall serve as the only method of resolving challenges to disciplinary action, hence, wholly replacing the statutory provisions provided in Sections 75 and 76 of Civil Service Law.

## **ARTICLE 16**

### **SENIORITY AND LAYOFFS**

#### **16.1 Seniority**

16.1.1 Seniority shall be defined as the length of an employee's continuous service in the bargaining unit, commencing from the date of the employee's original employment.

16.1.2 An employee (with permanent status as to Civil Service) returning to employment within one (1) year, within the same classification as when employee left employment, shall maintain continuous service status as to seniority and/or original date of employment, provided employee was not terminated with cause. (Source Reference: Section 80, Civil Service Law).

16.2 In the non-competitive and labor class, seniority and qualifications shall be the basis for promotions and filling existing vacancies and new positions before employing outside help.

16.3 Seniority in Scheduling Days Off: Seniority and qualifications shall be the governing factors in shift assignments, scheduling of vacations, scheduling of work week assignments, scheduling of holidays, and layoff made pursuant to law.

16.4 Employees in the competitive class will be offered the opportunity to transfer between departments to vacant positions in their same title and transfer shall be determined on the basis of seniority. Provisional appointments to promotional positions shall be based upon seniority. The Employer agrees to utilize promotional exams in lieu of open competitive exams wherever possible. Permanent appointments to competitive class positions shall be made pursuant to the provisions of the Civil Service Law.

16.5 Layoffs: In the event of a layoff, seniority shall be the determining factor, as applied on a County-wide (as opposed to departmental) basis. "Horizontal bumping"

within grade and title shall be allowed, as provided for in Sections 80, 81 and 85 of the Civil Service Law.

16.6 Notice of Layoffs: The Employer agrees to notify and meet with Greene County Dispatch and Probation Unit of the Greene County Local #820 officials before any layoffs transpire by any County Agency.

16.7 Recall Procedure: This procedure shall take effect except where Civil Service Law must be used. When the work force is increased after a layoff, permanent employees will be recalled according to seniority as defined in Article 16.1.1, provided they are capable of performing the duties of the position. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If the employee fails to respond within five (5) days after receipt of the registered or certified mail, he/she forfeits his/her right at that time to be recalled. Recall rights shall expire three (3) years from the date of original layoff. No new employee shall be hired until all qualified employees on layoff have been notified as stated above.

## **ARTICLE 17**

### **EMPLOYEE EVALUATIONS**

17.1 Purpose: The purpose of employee evaluation shall be to evaluate employee performance. All evaluations shall be in writing on a standard evaluation form provided by the Employer. The criteria for evaluation is not a mandatory subject of negotiation between the parties.

17.2 Orientation: An employee shall be presented with the standard evaluation form and procedures during the employee's initial employment orientation.

#### **17.3 Frequency of Evaluations**

17.3.1 A newly hired employee will be evaluated at least once every three (3) months during the probationary period.

17.3.2 An employee with more than one (1) year of employment will be evaluated at least once each year.

17.3.3 An employee with more than five (5) years of employment will be evaluated at the discretion of the Employer, once every two (2) years.

**17.4 Conferences**

17.4.1 Within five (5) work days after an evaluation, there will be a meeting between the employee and the evaluator. The employee shall be given a copy of the evaluation report prior to the meeting. Should deficiencies be recorded in the performance of the employee, the employee will be provided with specific, reasonable, written recommendations for improvement.

17.5 Reply: Any written reply made by the employee shall be attached to and made a part of the evaluation report.

**ARTICLE 18**

**JOB SECURITY**

18.1 Work normally performed by employees covered by this Agreement shall not be contracted out if it will result in the loss of employment to employees covered by this Agreement.

18.2 The Employer anticipates no layoffs in this bargaining unit during the term of this Agreement.

**ARTICLE 19**

**WORKING CONDITIONS**

19.1 The Employer shall notify CSEA at least seven (7) days in advance of any change in working conditions or methods except where such change is required by an emergency or major disaster over which the Employer has no control.

19.2 Vacancies:

A. The Employer agrees to post notices of vacant positions that are in the CSEA, Local 7002 bargaining unit for a period of no less than five (5) working days.

B. The Employer will post any notices of such vacant positions in conspicuous places as determined by the parties. A copy of the posting will be simultaneously provided to the Union President.



C. Any alleged violation that a vacant position has not been posted as provided for in this Agreement shall be grievable through the grievance system contained in the parties' collective bargaining agreement.

D. CSEA recognizes that the creation and filling of vacant positions is a management right and that the Employer's decision not to create and/or fill a vacant position is not subject to the grievance procedure.

19.3 New Employees: The Employer agrees that each department head shall notify the President of Greene County Dispatch and Probation Unit #7002 of the Greene County Local #820 as to new employees hired within fifteen (15) days of hire, together with job classification and whether their employment is on a permanent, provisional or temporary basis.

19.4 The Employer agrees that any employee may review his/her personal history file on request by employee or officer of Greene County Dispatch and Probation Unit #7002 of the Greene County Local #820 with the written consent of the employee. The Employee may also submit a written statement of rebuttal of any material contained in such file.

19.5 Job descriptions, typed completely and understandably and with a full explanation of job duties and requirements, shall be provided to each employee. No changes will be made of job duties, descriptions or titles without proper Legislative and/or Civil Service approval.

19.6 Shift Differential

19.6.1 Effective January 1, 2018, an employee whose normal shift is between the hours of 4:00 p.m. to 12:00 a.m. shall be paid a differential of seventy-five cents (75¢) per hour for all the time worked during such hours.

19.6.2 Effective January 1, 2018, an employee whose normal shift is between the hours of 12:00 a.m. to 8:00 a.m. shall be paid a differential of one dollar (\$1.00) per hour for all the time worked during such hours.

19.7 Secondary employment.

No member of the bargaining unit may engage in Secondary Employment without first obtaining the prior written approval of the Department Head or designee. Any grant of Secondary Employment is subject to review for possible reauthorization, on a yearly basis.

## **ARTICLE 20**

### **OFF-THE-JOB DISABILITY**

20.1 The Employer shall provide New York State Disability Insurance at no cost to the employees.

## **ARTICLE 21**

### **RIGHT TO REOPEN CONTRACT**

21.1 In the event that any other contract entered into by the Employer with another County employee bargaining agent or group shall contain a meaningful difference from the contents of this contract, the CSEA and/or the Employer may request to reopen this contract for the sole purpose of negotiating in connection with such meaningful difference.

## **ARTICLE 22**

### **CONCLUSION OF COLLECTIVE NEGOTIATIONS**

22.1 This Agreement is the entire Agreement between the Employer and CSEA, terminates all prior agreements and understandings, and concludes all collective negotiations during its term. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or other means, including reopening, except as specifically set forth herein.

The parties agree to support jointly any legislation or administration action necessary to implement the provisions of this Agreement. The parties acknowledge that, except as otherwise expressly provided herein, they have fully negotiated with respect to the terms and conditions of employment and have settled for the term of this Agreement in accordance with the provisions thereof.

## **ARTICLE 23**

### **SEVERABILITY**

23.1 If the enactment of legislation or the determination of a court of final jurisdiction renders any portion of this Agreement invalid or unenforceable, it shall not affect the validity of the balance of this Agreement which shall remain in full force according to the

terms and in the same manner and with the same effect as if such invalid portion had not originally been included herein.

## **ARTICLE 24**

### **APPROVAL OF THE LEGISLATURE**

24.1 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.

## **ARTICLE 25**

### **CONSTRUCTION OF CONTRACT**

25.1 This contract shall be construed to be in accordance with the laws of the State of New York.

25.2 If any difference arises with respect to the administration, meaning or construction of this contract, it shall be referred and processed in accordance with the Grievance Procedure.

## **ARTICLE 26**

### **DURATION OF CONTRACT**

26.1 This contract shall continue in full force and effect from January 1, 2017 to December 31, 2019. This contract shall remain binding and in full force and effect during any period of negotiations and until a new Agreement is signed by both parties.

26.2 At any time during the months of June, July and August, 2019, either party may notify the other in writing to the effect that they wish to terminate, amend or modify this contract.

## **ARTICLE 27**

### **GRIEVANCE PROCEDURE**

#### **Preamble**

It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to grievances through procedures under which parties may present grievances free from coercion, restraint, reprisal.

#### **27.1 Definitions**

27.1.1 "Employee" shall mean any person(s) covered by this Agreement as provided for under Article 1.1 (Recognition and Check-Off) and Article 5.1 (Definition of Employees).

27.1.2 "Employer" shall mean the County of Greene and its representatives.

27.1.3 "Association" or "Union" shall mean the Civil Service Employees Association and its representatives.

27.1.4 "Grievance" shall mean any claimed violation, misrepresentation or improper application of this Agreement or of any laws, rules, procedures, regulations, administrative order or work rules of the Employer, or those matters affecting employees' health or safety, physical facilities, materials or equipment furnished to the employees or supervision of employees, or any other matter in which the employee feels he/she has been dealt with unfairly.

27.1.5 "Supervisor" shall mean the employee on the next higher level of authority above the employee in the department wherein the grievance exists and who normally assigns and supervises the employee's work.

27.1.6 "Days" shall mean all days other than Saturday, Sunday and Holidays, which shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure.

#### **27.2 Rights of the Parties**

##### **27.2.1 Rights of Grievant**

27.2.1.1 The Grievant may select the Greene County Dispatch and Probation Unit #7002 of the Greene County Local #820 President or his designee and/or a CSEA staff representative to assist him/her in the processing and/or preparing of grievances, except that no representative may be present from any employee organization other than CSEA.

27.2.1.2 The Grievant shall have access to all written statements, records and materials relating to the grievance which are part of the personnel file.

## 27.2.2 Rights of the Association

27.2.2.1 The Association shall receive a copy of any written grievance, including supporting materials attached thereto and submitted therewith, and or any decision rendered pursuant to this procedure.

27.2.2.2 The Association shall have the right to submit briefs to support or refute allegation of any party in a grievance.

27.2.2.3 The Association shall have the right to submit grievances on its own behalf.

### 27.2.2.4 Release Time for Grievances

a. Only the aggrieved employee and/or the President of the Greene County Dispatch and Probation Unit #7002 of the Greene County Local #820 and/or one employee designated to act by the President, shall be allowed release time, without loss of pay or leave credits, for the purpose of investigating and presenting a grievance.

b. Requests for the use of release time shall be made to the appropriate department head, or the department head's designee, on the standard request for leave form provided by the Employer. Except in an emergency, requests shall be made sufficiently in advance to permit proper scheduling. The aggrieved employee and/or, except in an emergency, the President of the Dispatch and Probation Unit and/or the President's designee, shall not be allowed to leave the worksite until such leave has been approved.

27.2.3 Mutual Rights: In the event of the unexcused failure on the part of an aggrieved party to be timely, the grievance shall be deemed to be withdrawn. If the department head or the County Administrator fails to make a decision within the

required time period, as set forth in Step Two, the grievance shall be deemed to be resolved in favor of the aggrieved.

### 27.3 Presentation

27.3.1 Step One: Department Head: An employee who claims to have a grievance shall present said grievance, in writing, to the employee's department head within twenty (20) days of its occurrence, or of when the employee becomes aware of it.

27.3.1.2 The Department Head shall meet with the parties to resolve the grievance within five (5) days. After the meeting he/she shall render a written decision within five (5) days.

### 27.3.2 Step Two: County Administrator or Designee

27.3.2.1 If the grievance is not satisfied, the aggrieved party may appeal the matter to the County Administrator. The appeal must be submitted, in writing, to the County Administrator within ten (10) work days from receiving the response from the department head.

27.3.2.2 Within ten (10) work days after receiving the appeal, the County Administrator or designee shall meet with the President of Greene County Dispatch and Probation Unit#7002, Greene County Local #820 to review the grievance for a resolution thereof. Within ten (10) work days after said meeting, the County Administrator or designee shall issue a written response. Said response shall be given to the President of Dispatch and Probation Unit. If the grievance is not resolved, it may be moved to Step Three, Binding Arbitration, provided a notice of appeal is received by the County Administrator or designee within ten (10) work days of the receipt of the Step Two determination.

### 27.3.3 Step Three: Binding Arbitration

27.3.3.1 In the case of grievances concerning the interpretation of this Agreement or breaches or claimed breaches thereof, CSEA may substitute itself for the aggrieved party and appeal an unsatisfactory decision at Step Two in accordance with the rules of the Public Employment Relations Board. The decision arrived at shall be final and binding upon both parties to the agreement, subject to appeal in accordance with the terms of Article 75 of the CPLR.

27.3.3.2 The fees and expenses of the arbitration shall be borne equally by the parties.

27.3.3.3 The arbitrator shall hold a hearing and issue a decision in accordance with the Rules of PERB.

27.3.3.4 The arbitrator shall have no power to add to, subtract from or change any of the provisions of this Agreement, nor to render any decision which contravenes established law, regulation or ordinance.

#### 27.4 General Considerations

27.4.1 All grievance discussions, meetings, conferences and hearings shall be conducted as much as possible during the normal work day.

27.4.2 The time limits at any step may be extended by written mutual consent of the parties.

27.4.3 Verbatim minutes may be requested to be taken at an arbitration proceeding; the party requesting same will pay for all copies and provide a copy to the other side upon request. The term "party" shall mean the "County" or "CSEA."

### ARTICLE 28

#### SUBSTANCE ABUSE TESTING PROCEDURE

##### POLICY

1.1 To ensure the integrity of Greene County, the County shall implement a drug testing program to detect prohibited drug use by its employees (The "employee").

1.2 Any employee who subsequently tests positive, and/or fails to comply with the following procedures, shall be subject to termination. The decision of the County Administrator, in consultation with the Human Resources Director and/or the County Attorney, shall be final and not reviewable.

##### DEFINITIONS

2.1 **DRUG TEST:** The compulsory production and submission of urine by an employee for chemical analysis to detect prohibited drug usage.

- 2.2 **REASONABLE SUSPICION:** That quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an employee that would lead the reasonable person to suspect that the employee is or has been using drugs while on or off duty. If a supervisor has observed an employee demonstrating behaviors associated with drug or alcohol use, those observations must be documented and the employee must be escorted to the collection site by the supervisor.

## **PROCEDURES/RULES**

- 3.1 **PROHIBITED ACTIVITY:** The following rules shall apply to all employees while on or off duty.
- 3.1.1 No employee shall illegally possess any controlled substances.
- 3.1.2 No employee shall ingest any controlled or other dangerous substances, unless as prescribed by a licensed medical practitioner.
- 3.1.3 No employee shall ingest any prescribed or over-the-counter medication in amounts beyond the recommended dosage.
- 3.1.4 Any employee who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to the County Administrator or designee, so that appropriate medical steps may be taken to ensure the employee's health and safety.
- 3.1.5 An employee shall notify said employee's immediate supervisor when required to use prescription medicine which has the potential to impair job performance. The employee shall advise the supervisor of the known side effects of such medication and the prescribed period of use. The supervisor shall document this information through the use of an internal memorandum and maintain this memorandum in a secured file. The employee may be temporarily reassigned to other duties, where appropriate.
- 3.1.6 An employee having a reasonable basis to believe that another employee is illegally using, or in possession of any controlled substance shall immediately report the facts and circumstances to the County Administrator



- 3.2 **EMPLOYEE DRUG TESTING:** Employees will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use, as provided below:
- 3.2.1 The County Administrator may order an employee to take a drug test upon documented reasonable suspicion that the employee is or has been using drugs. A summary of the facts supporting the order shall be made available to the employee prior to the actual test.
- 3.2.2 The County Administrator may order a drug test administered as part of any regular physical examination required by the County.
- 3.2.3 Employees shall be uniformly tested during any unannounced, mass/mandatory random drug testing required by the County. The County Administrator shall determine the frequency, departments, shifts and timing of such tests.
- 3.2.4 **PROBATIONARY EMPLOYEE DRUG-TESTING:** Where a probationary employee has a past history of drug use, said employee may be required to submit to random-testing until the probationary period is successfully completed. The frequency and timing of such testing shall be determined by the County Administrator.
- 3.4 **APPLICANT DRUG-TESTING:** Applicants for a position in the County may be required to take a drug test as a condition of employment. Applicants shall be disqualified from further consideration for employment under the following circumstances.
- 3.4.1 Refusal to submit to a required drug test.
- 3.4.2 A confirmed positive drug test indicating drug use prohibited by this policy.
- 3.5 **DRUG-TESTING PROCEDURES:** The testing procedures and safeguards provided herein to ensure the integrity of the County and its departments, shall be adhered to by any personnel administering the drug tests.
- 3.5.1 Personnel authorized to administer drug tests shall require positive identification from each employee to be tested before they enter the testing area. A pre-test interview shall be conducted by testing personnel with each employee in order to ascertain and document the recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs that may result in a false positive test result. The employee will be required to sign a medical release of information form in the event that a physician must be contacted for clarification or verification of legal drug use.

- 3.5.2 The bathroom facility of the testing area shall be private and secure. Authorized testing personnel shall search the facility before an employee enters it to produce a urine sample, and document that it is free of any foreign substances.
- 3.5.3 Where the employee is unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The employee shall be permitted no more than three (3) hours to give a sample, during which time said employee shall remain in the testing area, under observation. Up to 40 ounces of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test.
- 3.5.4 Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained immediately, under direct observation of the testing personnel. Both specimens will be sent to the lab.
- 3.5.5 Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the tested specimen. Samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative.
- 3.5.6 An employee's urine sample shall be split and stored in case of legal disputes. The urine samples must be provided at the same time and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug-testing. The other sample shall be secured in frozen storage. If the results of the original test are positive, the employee may, within seventy-two (72) hours of the employee's written notification of the positive test, elect to have the remaining specimen tested, at his/her sole expense, by a laboratory of his/her choice licensed by Section 575 of the New York State Public Health Law for testing by Gas Chromatography, with mass spectrometry or an equivalent scientifically accepted method.

In the event that the second drug test, requested by the employee is returned with negative results, the first drug test which indicated a positive result, would be negated.

Chain of Custody Documentation shall be maintained by the Human Resources Director. A copy of the laboratory report of such test will be provided to the employee and the Human Resources Director. If an employee does not reply within this time frame, the confirming test will be performed by the original testing laboratory.

- 3.5.7 Each step in the collection and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody specific procedures may be promulgated by the Human Resources Director to insure compliance. Where a positive result is confirmed, urine specimens shall be maintained in secured, frozen storage for a minimum of one (1) year determined by the date of final disposition and statute of limitations for appeal if applicable.
- 3.6.1 The urine sample first shall be tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending" until the confirmation test results are obtained.
- 3.6.2 A specimen testing positive will undergo an additional confirmatory test.
- 3.6.3 The drug screening tests selected shall be capable of identifying marijuana, cocaine, and every major drug of abuse including heroin, amphetamine and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine samples or adequately trained in collection procedures.
- 3.6.4 Drug testing levels will be in accordance with current federal DOT Guidelines for Marijuana, Cocaine, Amphetamines, Opiates, and PCP. Testing levels for any drugs not listed above will be in accordance with the current levels set forth by the certified lab. Copies of such levels can be provided upon written request within 10 days.
- 3.7 **DRUG-TEST RESULTS.** An employee having negative drug test results shall receive a memorandum stating that no illegal drugs are found. If the employee requests such, a copy of the letter will be placed in the employee's personnel file.
- 3.7.1 All records pertaining to required drug tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought.
- 3.7.2 An employee who breaches the confidentiality of testing information shall be subject to discipline.
- 3.7.3 Drug test results and records shall be stored and retained in compliance with state law, or for an indefinite period in a secured area where there is no applicable state law.

IN WITNESS WHEREOF, the parties hereof have caused this Agreement, to be executed on this 28 day of February 2018

For Dispatch and Probation Unit, Civil Service Employees Association, Inc.:

For County of Greene:

\_\_\_\_\_  
President

[Signature]  
County Administrator

Alexander Torres  
Area Representative, LRS

[Signature]  
Director of Human Resources

[Signature]  
Member

[Signature]  
Member

Member

[Signature]  
Member

[Signature]  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

APPENDIX A

**CSEA PUBLIC SAFETY UNIT TITLES**  
**(Probation Officers and Dispatchers)**

**GRADE 8**

Probation Assistant

**GRADE 10**

Emergency Operations Dispatcher Trainee

**GRADE 11**

Emergency Operations Dispatcher  
Probation Officer Trainee

**GRADE 12**

Senior Emergency Operations Dispatcher

**GRADE 13**

Probation Officer

**GRADE 14**

Chief Emergency Operations Shift Dispatcher  
Senior Probation Officer

**GRADE 15**

Probation Supervisor

**APPENDIX B  
CSEA PROBATION AND DISPATCH HOURLY RATES**

January 1, 2017 - December 31, 2019

**2017 HOURLY RATES - 40 HOURS WEEK 4%**

Grade	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 8	Step 14	Step 20
8	13.89	14.68	15.93	16.29	16.65	17.01	17.37	18.16	18.98
10	15.67	16.82	18.24	18.68	19.10	19.54	19.98	20.89	21.83
11	16.74	18.09	19.61	20.10	20.58	21.05	21.54	22.52	23.54
12	18.06	19.51	21.16	21.69	22.21	22.74	23.26	24.33	25.43
13	19.60	21.17	22.97	23.54	24.11	24.67	25.23	26.38	27.57
14	21.36	23.07	25.03	25.65	26.26	26.87	27.49	28.75	30.04
15	23.30	25.17	27.30	27.98	28.65	29.32	29.99	31.37	32.78

**2018 HOURLY RATES - 40 HOURS WEEK New Step 11, plus 2%**

Grade	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 8	Step 11	Step 14	Step 20
8	13.86	14.98	16.25	16.61	16.98	17.35	17.72	18.12	18.62	19.36
10	15.88	17.15	18.61	19.05	19.49	19.93	20.38	20.84	21.31	22.27
11	17.08	18.45	20.01	20.51	20.99	21.47	21.97	22.47	22.97	24.01
12	18.43	19.90	21.59	22.13	22.66	23.20	23.73	24.27	24.81	25.94
13	20.00	21.60	23.43	24.01	24.59	25.16	25.74	26.32	26.91	28.12
14	21.79	23.53	25.53	26.16	26.79	27.41	28.04	28.68	29.32	30.64
15	23.76	25.67	27.85	28.54	29.23	29.90	30.59	31.29	31.99	33.44

**2019 HOURLY RATES - 40 HOURS WEEK 2%**

Grade	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 8	Step 11	Step 14	Step 20
8	14.14	16.28	16.58	16.94	17.32	17.70	18.07	18.48	18.89	19.75
10	16.20	17.60	18.98	19.43	19.88	20.33	20.79	21.26	21.74	22.71
11	17.42	18.82	20.41	20.92	21.41	21.90	22.41	22.92	23.43	24.49
12	18.79	20.30	22.02	22.57	23.11	23.66	24.20	24.76	25.31	26.46
13	20.40	22.03	23.90	24.49	25.08	25.67	26.25	26.85	27.45	28.68
14	22.22	24.00	26.04	26.68	27.32	27.96	28.60	29.25	29.91	31.25
15	24.24	26.18	28.40	29.11	29.81	30.50	31.21	31.92	32.63	34.11

**APPENDIX B  
CSEA PROBATION AND DISPATCH HOURLY RATES**

January 1, 2017 - December 31, 2018

**2017 HOURLY RATES - 35 HOURS WEEK 4%**

Grade	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 8	Step 14	Step 20
8	\$16.54	\$16.79	\$18.21	\$18.62	\$19.03	\$19.44	\$19.85	\$20.76	\$21.69
10	\$17.79	\$19.21	\$20.85	\$21.34	\$21.84	\$22.33	\$22.83	\$23.88	\$24.95
11	\$19.14	\$20.66	\$22.42	\$22.97	\$23.51	\$24.07	\$24.62	\$25.74	\$26.89
12	\$20.64	\$22.30	\$24.19	\$24.79	\$25.40	\$26.99	\$26.59	\$27.81	\$29.06
13	\$22.40	\$24.19	\$26.26	\$26.89	\$27.55	\$28.19	\$28.84	\$30.16	\$31.51
14	\$24.41	\$26.36	\$28.61	\$29.31	\$30.01	\$30.71	\$31.42	\$32.85	\$34.33
15	\$26.62	\$28.76	\$31.20	\$31.97	\$32.74	\$33.51	\$34.28	\$35.85	\$37.48

**2018 HOURLY RATES - 35 HOURS WEEK New Step 11, plus 2%**

Grade	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 8	Step 11	Step 14	Step 20
8	16.85	17.12	18.57	18.99	19.41	19.83	20.25	20.71	21.17	22.13
10	18.15	19.59	21.27	21.77	22.28	22.78	23.28	23.82	24.36	25.45
11	19.52	21.08	22.87	23.43	23.98	24.55	25.11	25.68	26.25	27.43
12	21.06	22.74	24.67	25.29	25.90	26.51	27.12	27.75	28.37	29.64
13	22.85	24.67	26.77	27.43	28.10	28.76	29.42	30.09	30.76	32.14
14	24.90	26.89	29.18	29.89	30.61	31.33	32.05	32.78	33.61	35.02
15	27.16	29.33	31.82	32.61	33.39	34.18	34.96	35.76	36.57	38.21

**2019 HOURLY RATES - 35 HOURS WEEK 2%**

Grade	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 8	Step 11	Step 14	Step 20
8	16.17	17.46	18.95	19.37	19.80	20.22	20.66	21.13	21.60	22.57
10	18.51	19.98	21.69	22.20	22.72	23.23	23.75	24.30	24.84	25.96
11	19.91	21.50	23.33	23.90	24.46	25.04	25.61	26.20	26.78	27.98
12	21.48	23.20	25.17	25.80	26.42	27.04	27.67	28.30	28.93	30.23
13	23.31	25.17	27.31	27.98	28.66	29.33	30.00	30.69	31.38	32.79
14	25.39	27.43	29.77	30.49	31.23	31.95	32.69	33.43	34.18	35.72
15	27.70	29.92	32.46	33.26	34.06	34.86	35.66	36.48	37.30	38.97