



# Human Resources & Insurance Committee

**Thursday, November 3, 2022 3PM**  
40 McMaster Street, Ballston Spa, NY

Chair: Kevin Tollisen

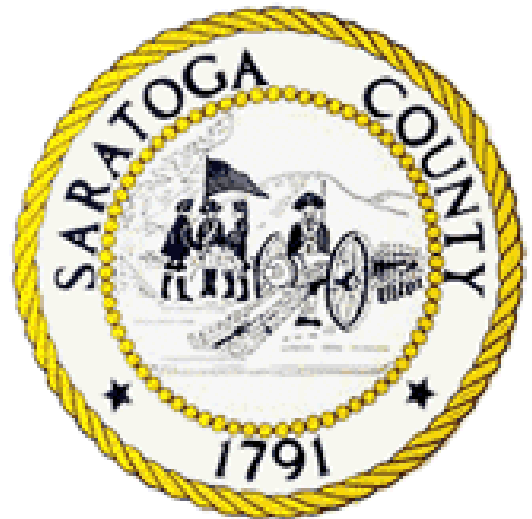
Members:

Diana Edwards  
Joe Grasso-VC  
Mark Hammond  
Jonathan Schopf  
Kevin Veitch  
Tom Wood

- I. Welcome and Attendance
- II. Approval of the minutes of the September 8, 2022 meeting.
- III. Workers Compensation Report
- IV. Authorizing an agreement with PMA Management Corporation to provide administrative services for the County's Workers Compensation Plan – Scot Chamberlain, Human Resources
- V. Amending the Policies and Procedures Manual to revise the Vacation Carryover Policy and Process – Scot Chamberlain, Human Resources
- VI. Other Business
- VII. Adjournment

**Human Resources and  
Insurance Committee  
Meeting**

November 3, 2022





## Data for September 2022



Participant	Total Paid	Claims Received	24/7 Utilization	
			Yes	No
City of Mechanicville-Public Works	\$1,136.56	0	0	0
City of Saratoga Springs-All Other	\$553.32	0	0	0
City of Saratoga Springs-Fire Department	\$3,659.83	0	0	0
City of Saratoga Springs-Police Department	\$4,696.67	1	1	0
City of Saratoga Springs-Public Works	\$19,368.98	1	1	0
Clifton Park Halfmoon Emergency Corp-Paid	\$14,222.47	0	0	0
Clifton Park Water Authority	\$14,303.90	0	0	0
Galway Emergency Medical Services-Paid	\$227.69	0	0	0
Malta-Stillwater Ambulance Corps-Paid	\$8.50	0	0	0
Malta-Stillwater Ambulance Corps-Volunteer	\$2,353.54	0	0	0
Moreau Emergency Squad-Paid	\$284.00	0	0	0
Saratoga Co -Public Works Building & Grnds	\$7,162.95	0	0	0
Saratoga Co. -Office of Emergency Services	\$61.00	0	0	0
Saratoga County-Animal Shelter	\$443.19	1	1	0
Saratoga County-Maplewood Manor	\$96,331.56	0	0	0
Saratoga County-Public Works Highway	\$2,022.99	2	1	1
Saratoga County-Sewer District	\$6,784.92	0	0	0
Saratoga County-Sheriff	\$17,336.13	8	8	0
Saratoga County-Social Services	\$1,706.49	0	0	0
Saratoga County-SYEP	\$0.00	1	0	1
Schuylerville-Victory Board-Water Mgmt	\$2,098.41	0	0	0
Town of Charlton-Public Works	\$0.00	1	1	0
Town of Clifton Park-All Other	\$3,083.04	0	0	0
Town of Edinburg-All Other	\$2,193.68	0	0	0
Town of Galway-Public Works	\$11,590.60	0	0	0
Town of Greenfield-All Other	\$8.50	0	0	0
Town of Greenfield-Public Works	\$208.19	0	0	0
Town of Hadley-Public Works	\$142.00	0	0	0
Town of Halfmoon-All Other	\$117.01	0	0	0
Town of Halfmoon-Public Works	\$429.85	0	0	0
Town of Malta-All Other	\$0.00	1	0	1
Town of Milton-All Other	\$147.09	0	0	0
Town of Milton-Public Works	\$34.00	0	0	0
Town of Moreau-All Other	\$1,336.35	2	0	2
Town of Saratoga-Public Works	\$0.00	1	1	0



## Data for September 2022



Participant	Total Paid	Claims Received	24/7 Utilization	
			Yes	No
Town of Wilton-Public Works	-\$12.54	0	0	0
Village of Ballston Spa-Public Works	\$1,765.00	1	1	0
Village of Corinth-Public Works	\$10,131.33	0	0	0
Village of Schuylerville-Public Works	\$15.00	0	0	0
Vol Fire Dept-Ballston Lake Fire Dept.	\$508.84	0	0	0
Vol Fire Dept-Clifton Park-Jonesville Fire	\$23.50	1	1	0
Vol Fire Dept-Clifton Park-Vischer Ferry Fre	\$139.12	0	0	0
Vol Fire Dept-Edinburg Volunteer Fire Co	\$26.36	0	0	0
Vol Fire Dept-Greenfield Fire District	\$7,779.49	1	0	1
Vol Fire Dept-Malta Ridge Vol Fire Co	\$0.00	1	0	1
Vol Fire Dept-Northside Fire Dist-FB Peck Hs	\$1,205.73	0	0	0
Vol Fire Dept-Northumberland-Gansevoort Fire	\$13.50	0	0	0
Vol Fire Dept-Vil of Schuylerville-Schuyler	\$4,620.00	0	0	0
Vol Fire Dept-Vil of South Glens Falls Fire	\$7,265.16	0	0	0
Vol Fire Dept-Vil of Stillwater-Newland Wd	\$1,600.00	0	0	0
Vol Fire Dept-West Crescent Fire District	\$8.50	0	0	0
Wilton Emergency Squad-Paid	\$620.00	0	0	0
	<b>\$249,762.40</b>	<b>23</b>	<b>16</b>	<b>7</b>



# SARATOGA COUNTY

## AGENDA ITEM REQUEST FORM

**TO:** Steve Bulger, County Administrator  
Ridge Harris, Deputy County Administrator  
Michael Hartnett, County Attorney  
Therese Connolly, Clerk of the Board  
Stephanie Hodgson, Director of Budget

**CC:** Jason Kemper, Director of Planning and Economic Development  
Bridget Rider, Deputy Clerk of the Board  
Matt Rose, Management Analyst  
Clare Giammusso, County Attorney's Office  
Audra Hedden, County Administrator's Office

**DEPARTMENT:** Human Resources



**DATE:** October 28, 2022

**COMMITTEE:** Human Resources & Insurance



**RE:** PMA Management Corporation contract for third party administrative services (TPA services) for our workers compensation plan.

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorizing TPA services contract with PMA Management Corp

3. Specific Details on what the resolution will authorize:

Authorizing a contract with PMA Management Corp. to provide administrative services for the County's Self-Insurance (Workers' Compensation) Plan effective January 1, 2023.

This column must be completed prior to submission of the request.

County Attorney's Office  
Consulted

4. Is a Budget Amendment needed:  YES or  NO  
 If yes, budget lines and impact must be provided.  
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office  
 Consulted

Please see attachments for impacted budget lines.  
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other

5. Identify Budget Impact:

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted S-21-000-8190
- b. Budget year impacted 2023
- c. Details

6. Are there Amendments to the Compensation Schedule?

YES or  NO (If yes, provide details)

a. Is a new position being created?  Y  N

Effective date

Salary and grade

b. Is a new employee being hired?  Y  N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification?  Y  N

Is this position currently vacant?  Y  N

Is this position in the current year compensation plan?  Y  N

Human Resources Consulted

7. Does this item require hiring a Vendors/Contractors:  Y  N

a. Were bids/proposals solicited:  Y  N

b. Type of Solicitation RFP

c. Is the vendor/contractor a sole source:  Y  N

d. If a sole source, appropriate documentation has been submitted and approved by Purchasing Department?  Y  N  N/A

e. Commencement date of contract term: January 1, 2023

f. Termination of contract date: December 31, 2024

g. Contract renewal and term:

h. Contact information: PMA Management Corp.  
380 Sentry Parkway  
Blue Bell, PA 19422

i. Is the vendor/contractor an LLC, PLLC or partnership: No

j. State of vendor/contractor organization: Pennsylvania

k. Is this a renewal agreement:  Y  N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted

8. Is a grant being accepted:  YES or  NO

County Administrator's Office  
Consulted

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

e. Equipment and/or services being purchased with the grant:

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Program information summary
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other \_\_\_\_\_

10. Remarks:

After reviewing all proposals received and conducting interviews with our current incumbent, CorVel Corp. and finalist PMA Management Corp., it has been recommended that a contract for Third Party Administrative (TPA) services be awarded to PMA Management Corp for a term of two (2) years with the possibility of one (1) year renewals for up to three (3) years.





# TPA & Risk Services for Workers' Compensation

Presented to:

***Saratoga County***

Date: October 28, 2022

Effective Date: January 1, 2023

PMA Management Corp. (PMAMC)  
Brian Guckert, Account Specialist  
5789 Widewaters Parkway, DeWitt, NY 13214  
(800) 329-6185 • (315) 445-6401 • Fax (315) 449-0170  
Brian\_Guckert@pmagroup.com



OLD REPUBLIC INSURANCE GROUP

# Pricing Proposal

PMA offers a complete and comprehensive claims management and risk services program.

## Claims Handling Activities:

- Investigation
- Three-Point Contact
- Action Planning
- Claims Processing
- Compensability Decisions
- SIF Investigation
- Excess Reporting & Recovery
- Fraud Prevention / SIU Capabilities
- Account Management
- Quality Assurance Program Oversight
- Structured Settlements
- Pre-Settlement Advisories
- EDI with State as Required
- 1099 Reports
- Settlement Authority
- Resolution Negotiation
- Litigation Management
- Check Issuance
- Payment Registers
- Claim Review Meetings
- Stewardship Meeting
- Self-Insurance Re-Application Assistance
- First Report of Injury Filed with State Agency
- Customized Claim Handling Instructions
- Reserve Advisories
- Patriot Act Compliance
- Office of Federal Asset Control Compliance
- Claim Acknowledgements
- Direct Deposit of Indemnity Payments

## PMACare+ Managed Care:

- Medical Bill Review
- Complex Bill Review
- Out-of-Network Bill Review
- Early Intervention Nurse Assessment on Lost Time Claims
- PPO & Specialty Network Access
- PPO Radius Listing & Mapping to Locations
- Pharmaceutical Benefit Management
- Case Management

## Safety/Loss Prevention Services:

- Webservice Access
- PMA Technical Bulletins
- PMA Monthly Web Events Training
- 300+ Safety Videos/DVD Library
- WC/Liability Performance Indicator Report
- Risk Management Assessment
- PMA Insights White Papers
- PMA Engineering & Safety Services

## RMIS Services:

- Executive "Dashboard"
- Internet Claim reporting via Cinch
- Claim Number Notification
- Real Time Access to Claim Log Notes
- Client Diary System
- Loss Analysis Reports
- PMACare+ Savings Reports
- Reserve Analysis Reports
- Email Claims Professional Capabilities
- "Schedule My Reports" Feature

## Loss Adjustment Expenses:

- Independent Medical Exams
- Medical Bill Review
- Complex Bill Review
- Out-of-Network Bill Review
- Case Management Expenses
- Utilization Review Expenses
- SIF / SITF Recovery
- PPO Network Access Fees
- Private Investigators
- Medicare Section 111 Reporting Fee
- Central Index Bureau /National Insurance Crime Bureau
- Legal Fees / Attorney Fees
- Records Reproduction Fees
- Medicare/Medicaid Conditional Payment Review

Client is responsible for the payment of all Loss Adjustment Expenses including, but not limited to, the above.



**Pricing Option – Flat Annual – Life of Contract – Workers Compensation (2 year proposal)**

PMA will provide comprehensive Life of Contract Third-Party Administration Services for all new claims for the period 1/1/23 to 1/1/25 as follows.

	<u>YEAR 1</u>	<u>YEAR 2</u>
<b>Life of Contract - Flat Fee</b> Option year 1, 2 and 3: Flat annual fee subject to a maximum increase of 3% for each year.	\$157,000	\$157,000
 <b><u>Included Services</u></b>		
Claims Handling	Included	Included
Annual Administration Fee	Included	Included
PMA Cinch, 5 users (\$500 each extra) / yr, Web Imaging / yr, OSHA Log, per year / yr	3 users Included	Included
 <b><u>Unbundled Services</u></b>		
Medical Bill Review	per bill \$9.50	\$9.50
Cost Containment (Excluding Fee Schedules/UCR)	% of Savings 27%	27%
 <b><u>Optional Services</u></b>		
Case Management	per hour \$103	\$103
Risk Control	per hour \$135	\$135
- extensive online library of risk control resources available at no cost to the county via PMAWebsource - Loss Analysis completed by Risk Control at no charge during year 1 of the agreement		

Pricing is for a 2 year contract. Years 3-5 are optional extension years and are each subject to a maximum 3% increase.

This quote is valid for 90 days from the date of presentment. If the quote is accepted after 90 days, we reserve the right to re-price the account.

For Flat Fee Pricing agreements, if during the term of the contract, any individual occurrence results in more than ten claimants, as determined by PMAMC, then the following additional claims handling fees above and beyond the Annual Flat Fee shall apply: beginning with the 11th claim and for every claim thereafter, \$850 will be charge for each Lost Time Claim; \$125 for each Medical Only Claim; and \$40 for each Record Only Claim.

Flat fee pricing is contingent upon the number of takeovers assumed. This quote includes the following claim volume, after which the indicated per claim fees apply:

<u>Loss Line</u>	<u>Included TO Claims</u>	<u>Add'l Per Claim Fees</u>
WC – Lost Time	181	\$295
WC – Medical Only	42	\$100



## **Exhibit A – Other Services Fee Schedule**

All fees are billed as incurred unless specifically agreed otherwise.

<u>Service Type</u>	<u>Amount</u>
<b>Managed Care:</b>	
Bill review and repricing	\$9.50 per bill, plus 27% of savings over and above fee schedule and/or usual and customary
Utilization review	\$125 per review
Clinical case management services	\$103.00 per hour
Medical consultant review	\$255 per review
PMA Care 24	\$103.00 per call
Point of Sale Pharmacy Program	\$75.00 per review
Medical Director	\$250 per hour
<b>Medicare Solutions:</b>	
Section 111 Reporting	\$9.00 per claim queried
Medicare Set-Aside Allocation	\$2,200 each
CMS Submissions	\$630 each
Medicare Conditional Payment Research	\$130 each
Medicare Conditional Payment Appeal or Dispute	\$260 each
Medicare Conditional Payment Research Final Demand	\$55 each
Medical Cost Projections	\$1900 each
Evidenced Based MSA	\$2,200 each
Life Care Plan	\$185 per hour
Legal Nurse Review	\$1,900 per review
Update (of prior MSA report)	\$785 per report
Resolution Services	\$130 per hour
Medicare/Social Security Verification	\$205 each
Medicaid Conditional Payment Research	\$260 each
Medicare Advantage Plan Conditional Payment Negotiation	\$525 each
Provider Relations Specialist	\$110 per hour
<b>Information Systems:</b>	
RMIS fee	Included
	\$500 per year each add'l user
Standard Data Conversion	Included
Customized Reporting/Programming	\$155.00 per hour
Standard Data Feed Set-Up	\$2,500 per year
Standard Data Feed	\$200 per month



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<b>Risk Control:</b>	
General	\$135 per hour
Industrial hygiene services	\$180 per hour
Special Projects	To be determined
<b>Claim Adjustment:</b>	
Vocational Rehabilitation	\$103.00 per hour
Claim Indexing	\$7.90 - \$13.10 per query depending upon search method and services
Legal Bill Analyzer	3% of gross billed charges
<b>Other:</b>	
Administrative	Included
Non-standard claim intake	\$18 per claim
Subrogation Specialist Services	17% of gross recovery
Recover to At Work	\$110.00 per hour
Standard Data Extract (upon termination)	\$5,000
OSHA reporting preparation services	\$18 per incident \$1,500 annual minimum
OSHA special projects	To be determined
Each Claim Review in excess of two per year	\$1,500 per review, per day plus PMA expenses
Onsite claim review	Travel incurred by PMA personnel is reimbursed in full by the client





**SARATOGA COUNTY BOARD OF SUPERVISORS**

**RESOLUTION 261 - 2020**

Introduced by Supervisors Wood, Grattidge, Lawler, Lucia, Peck, Winney and Wright

**AUTHORIZING A ~~RENEWAL~~ AGREEMENT WITH ~~CORVEL ENTERPRISE COMP, INC.~~ TO PROVIDE ADMINISTRATIVE SERVICES FOR THE COUNTY'S WORKERS' COMPENSATION PLAN** *PMA Management Corp.*

WHEREAS, ~~pursuant to Resolution 122-2018, this Board authorized an agreement with CorVel Corporation to provide administrative services for the County's Workers' Compensation Plan for the term July 1, 2018 through December 31, 2020, at a cost not to exceed \$157,700 for the first year from July 1, 2018 through June 30, 2019, \$162,280 for the second year from July 1, 2019 through June 30, 2020, and \$81,140 for the remaining six months from July 1, 2020 through December 31, 2020, and~~ *the County's current contract with*

WHEREAS, ~~CorVel Corporation is now known as CorVel Enterprise Comp, Inc. and~~ *the Human Resources Department issued a Request for Proposals for third-party administration of the County's Workers Compensation Plan, and*

WHEREAS, ~~CorVel Enterprise Comp, Inc., has done an outstanding job in providing administrative services for the County's Workers' Compensation Plan and has been able to control costs and handle claims quickly, and~~

WHEREAS, ~~our Human Resources and Insurance Committee and the Director of Human Resources have recommended that the County's contract with CorVel Enterprise Comp, Inc. be renewed for a term of two (2) years, for the term January 1, 2021 through December 31, 2022, at a cost not to exceed \$340,790; now, therefore, be it~~ *after reviewing all proposals received and conducting interviews with qualified applicants, the third-party administration of the County's Workers Compensation Plan be awarded to PMA Management Corp. for a term of two (2) years; now, therefore, be it*

RESOLVED, that the Chair of the Board is authorized to execute a ~~renewal~~ agreement with ~~CorVel Enterprise Comp, Inc.~~ *PMA Management Corp.* for the provision of administrative services for the County's Workers' Compensation Plan for a term of two (2) years, for the term January 1, 2021 through December 31, 2022, at a cost not to exceed ~~\$170,395~~ *\$157,000* for each year of the two year agreement, for a total contract cost not to exceed ~~\$340,790~~ *314,000*; and, be it further

RESOLVED, that the form and content of said ~~renewal~~ agreement shall be subject to the approval of the County Attorney.

BUDGET IMPACT STATEMENT: None. Funds for this agreement are included in the ~~2021~~ *2023* tentative budget.



# **SARATOGA COUNTY**

## **AGENDA ITEM REQUEST FORM**

**TO:** Steve Bulger, County Administrator  
Ridge Harris, Deputy County Administrator  
Michael Hartnett, County Attorney  
Therese Connolly, Clerk of the Board  
Stephanie Hodgson, Director of Budget

**CC:** Jason Kemper, Director of Planning and Economic Development  
Bridget Rider, Deputy Clerk of the Board  
Matt Rose, Management Analyst  
Clare Giammusso, County Attorney's Office  
Audra Hedden, County Administrator's Office

**DEPARTMENT:** Human Resources

**DATE:** 10/27/22

**COMMITTEE:** Human Resources & Insurance

**RE:** Amending the Policies and Procedures Manual to revise the  
Vacation Carryover policy and process

1. Is a Resolution Required:

Yes, Other

2. Proposed Resolution Title:

Vacation Carry-over Policy and Process

3. Specific Details on what the resolution will authorize:

Authorizing county employees who have staggered accrual dates an extension of time in which to use unused vacation time. The extended vacation accrual would be extended until their accrual anniversary date the following year.

This column must be completed prior to submission of the request.

County Attorney's Office  
Consulted

4. Is a Budget Amendment needed:  YES or  NO  
 If yes, budget lines and impact must be provided.  
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office Consulted <input type="checkbox"/>
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Please see attachments for impacted budget lines.  
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other

5. Identify Budget Impact:

No Budget Impact

- a. G/L line impacted
- b. Budget year impacted
- c. Details



6. Are there Amendments to the Compensation Schedule?

YES or  NO (If yes, provide details)

a. Is a new position being created?  Y  N

Effective date

Salary and grade

b. Is a new employee being hired?  Y  N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification?  Y  N

Is this position currently vacant?  Y  N

Is this position in the current year compensation plan?  Y  N

7. Does this item require hiring a Vendors/Contractors:  Y  N

a. Were bids/proposals solicited:  Y  N

b. Type of Solicitation

c. Is the vendor/contractor a sole source:  Y  N

d. If a sole source, appropriate documentation has been submitted and approved by Purchasing Department?  Y  N  N/A

e. Commencement date of contract term:

f. Termination of contract date:

g. Contract renewal and term:

h. Contact information:

i. Is the vendor/contractor an LLC, PLLC or partnership:

j. State of vendor/contractor organization:

k. Is this a renewal agreement:  Y  N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing Office Consulted

8. Is a grant being accepted:  YES or  NO

County Administrator's Office  
Consulted

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

e. Equipment and/or services being purchased with the grant:

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Program information summary
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other \_\_\_\_\_

10. Remarks:

Please See Attached Background/Justification



# SARATOGA COUNTY BOARD OF SUPERVISORS

## RESOLUTION 80 - 2021

Introduced by Supervisors O'Connor, Grasso, Lant, Schopf, Richardson, Veitch and Wood

### AMENDING THE POLICIES AND PROCEDURES MANUAL TO REVISE THE VACATION CARRYOVER POLICY AND PROCESS

WHEREAS, Resolution 330-82 adopted a manual of Policies and Procedures for the conduct of Saratoga County government; and

WHEREAS, since adoption, the Board of Supervisors has enacted several amendments to the Manual; and

WHEREAS, pursuant to Resolution <sup>80-2021</sup> ~~118-2020~~, the Board of Supervisors authorized an amendment to the Vacation Carryover Policy and Process as a result of the impacts of the COVID-19 pandemic on staffing and departmental operations, said amendment affecting ~~accruals earned on or before December 31, 2020, and~~ vacation carryover expiration.  
*To Accommodate*

WHEREAS, ~~staffing and departmental operations~~ continue to be heavily impacted by the COVID-19 Pandemic, including requiring employees in certain instances to not utilize accrued vacation time in response to maintaining departmental operations and ensuring adequate staffing to serve the public; and

WHEREAS, authorizing County employees who have staggered accrual anniversary dates an extension of time in which to use their unused vacation time will ~~minimize the impact on~~ positively department operations and help ensure adequate staffing to serve the public; and  
*For efficiency and*

WHEREAS, our Human Resources and Insurance Committee has recommended that the ~~time in which County employees with staggered accrual anniversary dates through December 31, 2021 must use their accrued vacation time be extended through the employee's accrual anniversary date in 2022~~ in accordance with the Collective Bargaining Agreements; and that the following section be added at the end of the County's Vacation Carryover Policy:  
*Carryover Accruals*  
*The Following Year.*

#### TEMPORARY VACATION CARRYOVER AMENDMENTS RESULTING FROM THE COVID-19 PANDEMIC

*January 1, 2023, employees*

*Next* Effective ~~March 17, 2021~~ any currently approved vacation carryover request will be extended until the employee's ~~2022~~ accrual anniversary date. Upon the employee's ~~2022~~ accrual anniversary date, any unused vacation time will be removed from the employee's vacation accrual bank.

be approved until the employee's next Anniversary date.

Upon the approval of an employee's Department Head and the Human Resources Department, all vacation carryover requests made by the employee through December 31, 2021 will expire on the employee's accrual anniversary in 2022. Upon the employee's 2022 next accrual anniversary date any unused vacation accruals will be removed from the employee's vacation accrual bank.

Carryover

~~The provisions set forth in this section shall expire on January 1, 2022.~~

; and

WHEREAS, implementation of any legislative revisions to the Manual requires the approval of the Board; now, therefore, be it

RESOLVED, that ~~the time in which~~ County employees with staggered accrual dates through December 31, 2021 are required to use their accrued vacation time is hereby extended through the employee's accrual anniversary date, in 2022 in accordance with the Collective Bargaining Agreements; and be it further

next

Carryover  
accrual

RESOLVED, that the following section of the Saratoga County Policies and Procedures Manual is amended to revise the Vacation Carryover Policy, as more particularly described in the Human Resources and Insurance Committee's proposal hereinabove:

<u>CHAP/SECTION</u>	<u>TITLE</u>	<u>ORIGINALLY ADOPTED</u>	<u>LAST REVISED</u>
4 M	Vacation Carryover Policy	5/13/80	Resolution <del>118 - 2020</del>

80-2021

and, be it further

RESOLVED, that the Human Resources Department shall distribute copies of the revised Vacation Carryover Policy to all County departments and agencies.

BUDGET IMPACT STATEMENT: No budget impact.

Section 3. An employee scheduled to work on the day before a holiday, a holiday or the day after a holiday shall report to work or forfeit his or her holiday pay. This provision is not applicable when such employee is on sick leave, duly authorized personal leave, bereavement leave or other type of duly authorized paid leave. In this instance(s) the employee shall be deemed to have worked and shall receive his or her holiday pay as well as any other pay due to him or her.

Section 4. Any full-time County employees required to work on a holiday as depicted in Section 1 shall have the option of receiving time and one-half for the holiday worked in addition to an alternative day off (i.e., bank the holiday). If the employee elects to receive payment for the holiday instead of banking it to use at a later date, the employee must submit the request to his/her department head prior to the end of the pay period in which the holiday falls. In no event shall the calculation of time worked on a holiday exceed the benefit detailed above with the exception of four (4) "Super" holidays: New Year's Day, Independence Day, Thanksgiving Day and Christmas Day, whereas the employee can elect to receive double time and ½ for all hours worked outside of normal work hours.

Section 5. Employees who work on a "Super" holiday – New Year's Day, Independence Day, Thanksgiving Day and Christmas Day, shall receive 2 ½ x hourly rate for all hours worked outside of the employee's normal work schedule. (The "Super" holiday shall be the actual holiday. If the holiday falls on a weekend, the super holiday pay shall be on the weekend day and not the observed day.)

## ARTICLE X

### Vacation

Section 1. Upon starting employment in a permanent position, an employee shall be given five (5) vacation days into his/her vacation bank. Vacation periods thereafter shall accrue only upon the completion of each twelve month period of employment.

Employees hired from January 1, 2018 through December 31, 2018 shall receive the following additional vacation days in 2019:

Hired from January 1 through March 31, 2018: 1 day

Hired from April 1 through June 30, 2018: 2 days

Hired from July 1 through September 30, 2018: 3 days

Hired from October 1, 2018 through December 31, 2018: 4 days

If these vacation days are not used prior to completion of one year of service, the time will be removed from the employee's vacation bank.

For purposes of computing vacation entitlement, the employee's accrual date shall be used. The accrual date will be adjusted to reflect unpaid leaves of absence of more than 90 days. Employees who have a break in service, but return within one year, shall be entitled to the same quantity of vacation they received when they left employment on their next accrual date. These employees are not eligible to receive five days of vacation when they return to employment.

After completion of one year of service and until completion of seven (7) years of service, an employee shall be entitled to two weeks paid vacation.

After completion of seven (7) years of service and until completion of eleven (11) years of service, an employee shall be entitled to three weeks paid vacation.

Upon completion of eleven (11) years of service, an employee shall be entitled to four (4) weeks paid vacation.

Upon completion of fifteen (15) years of service, employees who have at least twenty-eight (28) sick days accrued in their sick bank, may convert three sick days to five vacation days. However, these three sick days will not be converted unless the employee gives notice to the County at least thirty (30) days prior to his/her accrual date that such a benefit is wanted.

Any employee with less than 15 years of service who has a minimum of 150 sick days may convert five (5) sick days to five (5) vacation days on his/her anniversary date.

An employee's anniversary date of his or her employment shall determine his or her eligibility for vacation period. Accrued vacation shall be taken within the twelve month period following the anniversary date of his or her employment.

Section 2. An employee upon termination of his or her service with the County shall receive cash payment for all vacation days due the employee at the time of his or her termination.

Section 3. With good reason shown and with the written approval of the Department Head and the Personnel Officer, all or part of any employee's vacation may be carried over to the succeeding year providing that application is made to the Department Head not less than 30 days prior to the termination of the period of employment during which said vacation period would normally be taken.

Section 4. If an employee becomes ill while on vacation, such employee shall be allowed to use sick leave for the illness and have his or her vacation time adjusted provided such employee notifies his or her immediate supervisor of the change and submits a physician's statement to such supervisor upon his or her return to work.

Section 5. Should a death occur in the immediate family of an employee on vacation, such employee shall be allowed to use his or her bereavement leave as stated in this Agreement and have his or her vacation credited with the number of days used.

Section 6. Unless otherwise modified by the above, the vacation selection policy of the County shall continue in full force.

Section 7. Departmental Seniority (as defined in Article XII, Section 1) shall be a determining factor in evaluating request for use of leave accruals.

**VACATION CARRY-OVER**

In general, all vacation time must be taken within one year of the date it is earned. However, when work requirements make it impossible for an employee to take vacation before the year expires, unused vacation may be carried over to the following year with the approval of the Department Head and the Human Resources Director and in accordance with Article IX (3) of the Labor Agreement. The following procedure will be used to request vacation carry-over.

1. The employee shall ask the Department Head for the carry over, in writing, at least 30 days prior to the date on which vacation eligibility would be exhausted. Such request will include the reason the vacation was not taken during the normal time frame and the date on which the employee intends to take the vacation.
2. The Department Head will evaluate the request and forward it to the Human Resources Director along with a recommendation for approval or denial.
3. The Human Resources Director will write a letter to the Department Head approving or denying the request. As a general rule, vacation time will not be carried more than two months into the following year.