

**AGREEMENT**  
**BETWEEN**  
**COUNTY OF SARATOGA**  
**AND**  
**THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.**  
**LOCAL 1000 AFSCME - AFL-CIO**

**JANUARY 1, 2019 THROUGH DECEMBER 31, 2023**

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## PREAMBLE

It shall be the policy of the County of Saratoga and the Saratoga County General Unit CSEA Inc., Local 1000 AFSCME, *AFL-CIO* and the purpose of this Agreement to promote harmonious and cooperative relations between the County of Saratoga and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government. This Agreement is made between the County of Saratoga, hereinafter referred to as the "County", and the Saratoga County General Unit of the CSEA Inc., Local 1000 AFSCME, AFL-CIO hereinafter referred to as "CSEA".

## **ARTICLE I**

### **Recognition**

Section 1. The County of Saratoga (hereafter referred to as “County”) agrees that the CSEA shall be the sole and exclusive representative of all employees described in Article II for the purpose of collective bargaining and grievances.

Section 2. Pursuant to Section 208 of the Civil Service Law, CSEA shall have unchallenged representation status for the maximum period permitted by law on the date of the execution of this Agreement.

Section 3. CSEA shall have exclusive payroll deduction of authorized deductions for employees.

Section 4. The County shall deduct from the wages of employees and remit to the CSEA or its designated agent regular membership dues and other authorized deductions for those employees who signed authorization permitting such payroll deductions. In addition, the employer shall deduct on a bi-weekly basis an amount of money designated by the employee in writing from the paycheck of such employee who wishes a deduction(s).

The Association agrees to indemnify the County and hold it harmless against any and all suits, claims, demands and liabilities that may arise out of, or by reason of, any action that may be taken by the County for the purpose of complying with the provisions of such deductions as are herein set forth, or in reliance upon any authorization card or list relating thereto which is furnished to the County by the Association.

Section 5. The Saratoga County General Unit, CSEA, Inc., affirms that it does not assert the right to strike against the County, to assist or participate in any such strike, or to impose an obligation under its members to conduct, assist or participate in such a strike.

Section 6. The County shall furnish to CSEA a list of all employees in the bargaining unit, including name, work address, job title, department, date of hire and gross salary, when requested for contract negotiations.

## **ARTICLE II**

### **Collective Bargaining Unit**

The County of Saratoga hereby recognizes the CSEA Inc. Local AFSCME, AFL-CIO, as the sole and exclusive bargaining agent for all employees, exclusive of part-time, temporary and seasonal employees, employees employed under the Sheriff’s Department, elected officials and appointed employees and all department heads. Other employees as designated by agreement between the parties as set forth in Appendix D attached hereto and made a part hereof. Even if a County employee is excluded from the bargaining unit under this Article, the employee shall still be permitted such membership in CSEA to obtain benefits under the insurance program of CSEA.

## ARTICLE III

### Compensation

Section 1A. The compensation Plan for Saratoga County, as amended herein, shall become the 2019, 2020, 2021, 2022 and 2023 Compensation Plan and shall be in effect during the period of January 1, 2019 to December 31, 2023 for all employees who are included in the bargaining unit covered by this agreement. Salary schedules for each year of the agreement shall be attached as Appendix A and be included in and made part of this agreement. The County may alter such schedules by deleting and/or adding a salary line if it is determined during the yearly budgetary process that a position is to be removed and/or added from said schedule. Only in instances where the bargaining unit is affected, will the County consult with the Union prior to deletion and/or addition of a salary line.

Section 1B. All employees under the Compensation Plan who, under the terms and conditions thereof, are entitled to receive an increment, shall receive their due increment for the duration of this Agreement.

#### Section 2A.

Effective January 1, 2019: 2%  
Effective January 1, 2020: 2%  
Effective January 1, 2021: 2%  
Effective January 1, 2022: 2%  
Effective January 1, 2023: 2%

Wages shall be retroactive to January 1, 2019 if the parties have not reached a successor agreement before the expiration of the current collective bargaining agreement December 31, 2018.

Section 2B. Any retroactive payments due under this agreement will only be made to employees who are on the payroll or any type of approved leave as of the date of ratification/approval of this agreement.

Section 2C. The salary adjustments set forth on Appendix "A" shall be implemented effective the first full pay period after the final approval of this agreement by both the Association and the County.

Section 3. All employees shall receive increments as per the approved compensation schedule steps at the completion of each of the first five years of full-time employment. Such increments shall be paid on their seniority date.

## ARTICLE IV

### Longevity

Section 1. All permanent employees shall receive longevity increments at the completion of seven (7) years of service, ten (10) years of service, fifteen (15) years of service, eighteen (18) years and twenty-four (24) years of service. Such longevity increments will be payable on the completion of the longevity service requirement on the employee's benefit date.

Section 2. Beginning on January 1, 2019, employees who have completed at least 25 years of service shall be given a lump sum payment of \$300 on their benefit date each year.

## ARTICLE V

### Work Day and Work Week

Section 1. All full-time employees other than those employed at the Animal Shelter, the County Sewer District or the Department of Public Works, are employed on a five (5) day per week, seven (7) hour per day work week, excluding a one-hour lunch period (35-hour work week). The hours of work shall be from 9:00 a.m. to 5:00 p.m.

#### Section 2. Department of Public Works

A. All full-time employees of the DPW/Highway Department are employed as follows:

1. DPW/Highway Clerical - 35-hour workweek; 9:00 a.m. to 5:00 p.m. inclusive of a one (1) hour lunch period.
2. DPW/Highway Engineering - 35-hour workweek; 9:00 a.m. to 5:00 p.m. inclusive of one (1) hour lunch period.
3. DPW/Highway Hourly - 40-hour work week exclusive of a one-half (1/2) hour lunch period. Seasonal hours shall be in effect for Public Works Department highway employees beginning on the first day of a pay period usually the 3rd Friday in April and ending on the last day of the pay period usually the first Thursday in October (normally the Thursday before the Columbus Day Monday off). The Commissioner of Public Works and the CESA President shall determine the annual start and end dates, work days, and daily hours. The Commissioner of Public Works may, at his/her sole discretion, make minor adjustments in make-up or work schedule of crew(s)/individuals, or other changes affecting parts of the program based upon his/her evaluation of the effectiveness of the program and its ability to serve the public. See Section 2B below.
4. DPW/Maintenance - 40-hour workweek; 7:30 a.m. to 4:00 p.m. inclusive of a one-half (1/2) hour lunch period.
5. DPW/Cleaning Staff Employees - 40-hour work week; 3:00 p.m. to 11:30 p.m. inclusive of one-half (1/2) hour lunch period.

B. Seasonal Hours in Department of Public Works

Seasonal hours is intended for the highway garage and field personnel in D.P.W. The program specifically excludes the following D.P.W. personnel: administration, buildings & grounds, cleaners, and recycling center attendants.

1. The seasonal hour workweek will include Mondays off and work on Tuesday through Friday from 6:00 a.m. to 4:30 p.m. with the standard contractual morning, lunch and afternoon breaks.
2. Overtime will continue to be paid for hours worked beyond the regular workday (10 hours), and for hours worked on days off or weekends.
3. Sick leave will be accrued at eight (8) hours per month.
4. Vacation leave may be taken in one (1) hour increments during both the eight (8) and ten (10) hour work day, at the Commissioner's discretion.
5. Holiday time will be accrued as an eight (8) hour day. The four (4) days preceding or following the holiday will be eight (8) hour days (6:00 a.m. to 2:30 p.m.) to achieve the 40 hour work week total.
6. A calendar schedule will be posted with work hours/days prior to the 4-10 hour day work season.
7. Bereavement days will be granted in complete days whether they fall on an eight (8) hour or ten (10) hour work day.
8. All employees participating in the 10 hour work day are required to read and discuss information regarding worker health, safety and hydration.

Section 3. Public Health

The Saratoga County Public Health Services' hours of operation shall be from 8 a.m. to 4:00 p.m. Monday through Friday excluding holidays.

Section 4. Sewer District

A. Operations personnel will work on a rotating shift on the following basis:

DAY	HOUR	SHIFT
1	12	11:30AM - 12 Midnight
2	12	11:30AM - 12 Midnight
3	8	3:30PM - 12 Midnight
4	8	3:30PM - 12 Midnight
5	8	3:30PM - 12 Midnight
6	8	3:30PM - 12 Midnight
7	8	3:30PM - 12 Midnight
8	OFF	
9	OFF	
10	8	7:30AM - 4:00PM
11	8	7:30AM - 4:00PM



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

B. Laboratory Technical personnel are employed on a five (5) day per week, seven and one-half (7 1/2) hour per day workweek excluding a one-half hour lunch period (37 1/2 hour work week.)

C. Maintenance personnel are employed on a five (5) day per week, eight (8) hour per day work week, excluding a one-half hour lunch period. (40-hour work week).

D. There shall be three Maintenance shifts: 7:30 a.m. to 4 p.m.; 3:30 p.m. to 12:00 a.m.; and 11:30 p.m. to 8:00 a.m. Positions will be staffed with a mechanic, worker, and helper.

E. To initially fill the night shift (11:30 p.m. to 8 a.m.) positions, each position shall be posted as an opportunity to shift from the current shift to the night shift. If no one accepts the position, the position will be posted as a promotional opportunity. If an employee is moved into one of these positions, the employee's lower position will be abolished. If still no one applies, the position will be filled with the least senior employee in the title from either the first or second shift. In

the event there is more than one internal applicant to initially fill any of these third shift positions, department seniority shall be the deciding factor for selection of the candidate. In the event the department seniority is the same, the department head shall select the candidate for the position based on the operational needs of the department. This decision shall be final. The selection of candidate for future vacant positions shall be filled as per Article XII, Section 1A.

F. When there is a vacancy in one of the titles on the first shift, the right of first refusal from the second and third shifts shall be based on seniority within the position. For example, the most senior person on either shift at that title can take the first shift opening.

G. All other employees of the Sewer District are employed on a five (5) day per week, seven (7) hour per day work week exclusive of a one hour lunch period (35-hour work week).

H. To maintain adequate staffing levels for the Maintenance staff, during the day shift, half of the employees within each maintenance title must be present (unless there is an odd number of employees in the maintenance title, then the majority of employees within the title must be present); during the evening shift, a minimum of half of the total evening employees must be present; and during the night shift, a minimum of two employees must be present. If someone calls out and only one employee is present on the night shift, one of the on-call employees shall be utilized to fill the shift.

#### Section 5: Department of Motor Vehicle

The Department of Motor Vehicle shall operate from 8:00 a.m. to 5:00 p.m. (with the lobby being open until 4:45 p.m.) Monday through Friday excluding holidays. Once per week per location there shall be extended evening hours as follows:

Saratoga Office – Tuesday until 6 p.m.

Ballston Spa – Wednesday until 6 p.m.

Clifton Park – Thursday until 6 p.m. Exception: Between Memorial Day Weekend and Independence Day, the office will be open until 7 p.m.

Employees may volunteer to work the extended hours. If there are not enough volunteers, employees will be assigned to work the extended hours in reverse seniority. If an employee needs to cover outside his/her assigned shift, the employee will be compensated for the extra hours. Such employees may either accrue compensatory time or be paid out for the extra time worked.

Employees shall work either 8:00 a.m. to 4:00 p.m. or 9:00 a.m. to 5:00 p.m. with a one hour lunch. Those employees opening the office shall be scheduled to work 7:45 a.m. to 3:45 p.m. Employees shall bid for the work schedule and will be assigned based on seniority.

Based on work volume and the needs of the operation, Management shall determine the number of employees required to work at 8:00 a.m., 9:00 a.m. and extended hours.

An employee may switch shifts with another employee with a similar title upon approval by management. No request shall be unreasonably denied.

Section 6. Mental Health Department

Employees hired after May 7, 2016 may have to adjust their workdays to accommodate evening hours within the confines of a seven (7) hour day. These employees may start before or after 9:00 a.m. and end before or after 5 p.m. When the operational need dictates a change in the permanent schedule of these employees, the employee and CSEA shall be notified at least thirty (30) working days in advance of such change.

Employees shall work a schedule within these hours based on hours of operation within each program: Monday and Friday: 8 a.m. to 5 p.m.

Tuesday: 8 a.m. to 8 p.m.

Wednesday and Thursday: 8 a.m. to 7:30 p.m.

Section 7. Normally, employees shall have two consecutive 24-hour days, a total of 48 consecutive hours off each week.

Section 8. Where, however, the hours of employment for any County employee are different from the hours hereinabove set forth, those hours, as previously established, shall continue.

Section 9. All requests for time off shall be approved by seniority. However, once an employee's time off request has been granted it shall not be rescinded due to a subsequent time off request from a more senior employee.

**ARTICLE VI**

Overtime, Compensatory payment and Other Benefits

Section 1. Compensation for Hours Worked in Excess of 35 Hours per Week

Compensation for hours worked in excess of 35 per week shall be received in one of the following forms:

- A. Equal time off for hours worked between 35 and 40 hours; or
- B. The employee will be paid straight time at his/her current hourly rate.
- C. See Section 6 for details.

The Department Head shall decide the form of compensation to be granted, and such compensation will be given within 60 days of the date on which the excess hours were worked.

Section 2. Shift Differential Relative to All Employees Whose Permanent Work Schedule Includes Evening or Night Shifts

Those employees working an afternoon shift (start and end between 3 p.m. and midnight) will be paid an additional 5% of their rate and Mental Health employees hired after May 7, 2015 whose permanent schedule includes hours after 5 p.m. will be paid an additional 5% of their actual rate for hours after 5 p.m.

Those employees working the night shift (start and end between 11 p.m. and 8 a.m.) will receive an additional 7% of their actual rate.

### Section 3. Shift Differential Relative to Weekend Work by Wastewater Treatment Plant Operators

Whenever a Wastewater Treatment Plant Operator is scheduled to work on the weekend and does so, the employee shall receive a 6% differential in addition to the employee's hourly rate for all hours worked. This differential is in place of the evening and night differentials.

### Section 4. Show-Up Pay

"Show-up pay" is for any employee who does not receive on-call pay but is called in to work outside of regular work hours and the time worked ends outside of his/her regular work hours. The employee will receive time and a half for all hours worked. The employee will be paid a minimum of two hours at time and a half even if the employee works for less than two hours.

The employee's work time begins when the employee receives the call to come in to work and ends when the employee leaves the worksite.

### Section 5. Computing Overtime

When computing overtime, any leave time taken and deducted from an employee's accumulated credit, shall be considered as a day worked.

### Section 6. Compensatory Time

All persons eligible for overtime under this agreement shall be allowed to take compensatory time off if they so desire at the rate of time and one-half (1 1/2) for the hours worked beyond forty hours or paid at the rate of time and one-half (1 1/2) for all such hours. Exception: If a replacement worker is covering for an employee who is taking compensatory time off, his/her replacement worker may receive compensatory time for the hours of the shift. Any overtime payment must be paid out. (For example, if the replacement worker is receiving overtime for the eight hours worked, the replacement worker can receive eight hours of compensatory time to use at a future date if the employee elects to do so and four hours of pay (to compensate for the overtime).

All persons eligible for overtime when working outside of his/her normally scheduled work time shall be allowed to take compensatory time off if they so desire at the rate of time and one-half (1 1/2) for the hours worked beyond forty hours or paid at the rate of time and one-half (1 1/2) for all such hours.

Compensatory time shall only be taken with the approval of the Department Head. Consideration will be given to the individual employee's work assignment as well as the unit/department's workload at the time of the request based on the operational needs of the department.

In a situation where the replacement worker will be receiving overtime for working, the replacement worker shall be allowed to accrue eight (8) hours compensatory time with the rest of the time to be paid out.

Employees shall be entitled to accrue up to a maximum of 100 hours of compensatory time.

The County reserves the right to cash out the entire bargaining unit's compensatory time accruals on December 31<sup>st</sup> of each year. In the event the County exercises its right to cash out the entire bargaining unit's compensatory time accruals, it shall give notice no later than November 1<sup>st</sup>.

#### Section 7. Distribution of Overtime at the Sewer Department

The assignment of voluntary overtime shall be first offered to employees in a rotating seniority order from the overtime roster, subject to the employee being qualified to perform such work.

#### Section 8. Meal Allowance

The County agrees to furnish one meal allowance of ten dollars \$10.00 for Highway and Sewer District employees for twelve (12) consecutive hours worked and two meal allowances of \$10.00 each for sixteen (16) consecutive hours worked in any one day. For purposes of this section, Sewer District employees working the regular twelve (12) hour shift (Article V, Section 5) shall receive such allowances after sixteen (16) or twenty (20) consecutive hours worked.

For purposes of this section, one (1) day shall be defined as a twenty-four (24) hour period beginning when the employee starts work and ending twenty-four hours later.

#### Section 9. Plow Differential

Department of Public Works (DPW) employees assigned to operate a one-person plow will be paid a differential of \$2.00 per hour for all hours working driving the one-person plow. The one-person plow will be the large or big trucks otherwise normally known as the "large dump trucks" heretofore operated by two DPW employees. The \$2.00 per hour differential for the applicable work will be used in calculating the employee(s) overtime rate, as applicable.

#### Section 10. Compensation for Travel Time to Conferences and Meetings

When an employee is directed to attend training or a work-related meeting, the employee shall be compensated for travel time as follows:

A. When the employee comes in to work prior to leaving for the conference/meeting and comes back into work upon return, the employee shall be paid for all recorded hours (excluding meal time if the meal is not included as part of the conference/meeting). In the event the employee does not return directly to work site at the conclusion of the conference/meeting, that time shall be deducted from the total hours calculated.

B. If the conference/meeting is finished after 3:00 p.m. and the employee's combined travel and conference/meeting time totals the employee's usual number of daily work hours, then the employee does not need to return to work and will be paid the usual number of daily work hours.

## ARTICLE VII

### On-Call

#### Section 1. On-Call for Employees in Social Services and Public Health

Employees in Social Services and Public Health who are required to be on-call, shall be reimbursed a daily on-call rate the equivalent of: three times the employee's hourly rate for Monday, Tuesday, Wednesday and Thursday; four times the employee's hourly rate for Friday, Saturday and Sunday; and seven times the employee's hourly rate for all holidays. This reimbursement shall be as pay only. Compensatory time off cannot be accrued for this on-call time.

The first two hours of telephone calls or other time spent working related to on-call outside of the office or not in the field, is included in the daily on-call rate. After the first two hours, employees shall be reimbursed for the time spent working on the issues from their home (including but not limited to telephone calls and writing reports). Any reimbursement for time spent at home working after the initial two hours for the day or time spent at the worksite or in the field shall be compensated as PER Article VI, Section 1 and Section 6.

Employees will not receive show-up pay if they are called in during the time they are on-call.

Employees who do not respond to a call during an on-call period will be docked three hours of pay per day. The County has the right to discipline employees who do not respond to calls during an on-call period. Hours on-call will not be considered as hours worked for the purposes of computing overtime. However, when an employee is called in to work all hours actually worked and the time spent after the initial two hours of work time spent away from the work site or field will be used in determining eligibility for overtime.

An employee in a position requiring on-call coverage shall be required to abide by the on-call procedure in his/her department. If an employee cannot complete an on-call assignment as scheduled, the employee must contact his/her supervisor who shall then work with the employee to cover the shift(s). The supervisor has the right to deny a change in on-call coverage based on the needs of the department.

The number of shifts each employee is required to participate in is based on the number of available employees. An employee may find substitute coverage for his/her on call assignments with the approval of the department head based on the needs of the department. The employee does not need to provide a reason for wanting to make the change. In the event the employee is unable to find coverage, the employee must complete the on-call as scheduled. Employees must work a minimum of two on-call assignments per year.

#### Section 2. On Call for Employees in Mental Health

Employees in Mental Health who are required to be on-call, shall be reimbursed a daily on-call rate the equivalent of: four times the employee's hourly rate for each day of the week and ten times the employee's hourly rate for all holidays. This reimbursement shall be as compensatory time off only. On-call shall be scheduled in one week blocks of time.

If an employee cannot complete an on-call assignment as scheduled, the employee must contact his/her supervisor who shall then work with the employee to cover the shift(s). The supervisor has the right to deny a change in on-call coverage based on the needs of the department.

Employees in positions requiring on-call coverage shall be required to participate in on-call as per department procedures. The number of shifts each employee is assigned for is based on the number of available employees. The employee's supervisor will work to secure alternate coverage in the event the employee who is scheduled for the on-call is unable to fulfill his/her on-call assignment. If a substitute is not available, the assigned worker must complete the on-call assignment.

### Section 3. Sewer District On-Call

Employees who are required to be on-call, shall be reimbursed a daily on-call rate the equivalent of: three times the employee's hourly rate for Monday, Tuesday, Wednesday and Thursday; four times the employee's hourly rate for Friday, Saturday and Sunday; and seven times the employee's hourly rate for all holidays. This reimbursement shall be as pay only: compensatory time off cannot be accrued for this on-call time.

Employees will not receive show-up pay if they are called in during the time they are on-call.

Employees who do not respond to a call during an on-call period will be docked three hours of pay per day. The County has the right to discipline employees who do not respond to calls during an on-call period. Hours on-call will not be considered as hours worked for the purposes of computing overtime. However, when an employee is called in to work all hours actually worked will be used in determining eligibility for overtime.

On a quarterly basis, employees shall voluntarily sign up for one week assignments by groups: Group A – Mechanics/Workers and Group B – Helpers/Laborer & Inspectors. Employees may not sign up for more than two (2) on call assignments during each of the first two (2) rotations of the on-call schedule and cannot sign up for weeks outside their groups. There shall be one team of two on-call seven days a week and will consist of one (1) employee from Group A and one (1) employee from Group B.

The most senior employee shall have one week from when the on-call list is posted to sign up unless the most senior person is on vacation. After that one week, the list is given to the next senior person who shall have one week in which to sign up unless such person is on vacation. Such time frame shall exist for all employees required to participate in on-call.

Once the schedule has been rotated amongst everybody twice, on the third (3<sup>rd</sup>) and final rotation, employees may sign up for as many additional weeks as they want, in any lower job classification they are qualified.

There is no cap to the number of weeks an employee may volunteer for on-call.

No employee shall be mandated to work outside of their group category.

Three (3) weeks prior to the start of the quarter, in the event that vacancies remain on the on-call schedule, management shall mandate on-call coverage by inverse seniority within the group

where the vacancy lies. Once an employee has been mandated for on-call, his/her name shall be rotated to the bottom of the mandation list.

An employee may not be mandated to be on-call for two (2) consecutive weeks even if one of the weeks was a voluntary sign up.

An employee may not be mandated to be on-call if the employee has five (5) consecutive preapproved vacation days or if an employee has two (2) preapproved vacation days that coincide with a holiday or a weekend. The time taken must be vacation, not comp time.

If multiple weeks are being mandated the most senior employee being mandated will have the first choice of which week to work.

If an employee voluntarily signs up for four (4) weeks in a quarter they shall be exempt from being mandated for that quarter.

The open category will be combined with the helper/laborer category thus giving the same number of available assignments per quarter to Group B.

An employee may find a substitute for his/her on-call responsibility and communicate the substitute to management and receive approval for the switch. Once a substitute has been made, the new employee is responsible for all calls and subject to any possible penalties.

During the week, an employee's on-call responsibilities shall begin at 3:30 p.m. and end at 7:30 a.m. The weekend on-call responsibilities begin Friday at 3:30 p.m. and end at 7:30 a.m. Monday morning. For Holidays, coverage ends at 7:30 AM the next working day.

Employees shall have ten (10) minutes to call back to the plant to respond to on-call assignments.

The employees shall be paid time and one half for all time up to the start of the regular shift. No overtime will be granted once normal shift work starts.

In the event an employee is on-call and becomes ill, he/she must notify the plant that he/she is unable to fulfill his/her on-call duties for that day. In an instance where an employee is sick for an on-call or does not answer, the remaining member will still be called to cover the assignment.

Any emergency (pipe break/essential equipment failure) that occurs during first (1<sup>st</sup>) shift or second (2<sup>nd</sup>) shift and said shift is short staffed as determined by management; the work shall be covered with available, qualified employees at the discretion of management.

In an instance where no CDL drivers are on-call, a separate CDL driver call list shall be maintained by seniority.

#### Section 4. Caseworkers in DSS

Those caseworkers assigned to Children Services shall perform on-call for Children Services. Adult and Family Services and the principal welfare examiners and senior social welfare examiners in Temporary Assistance shall be in the rotation for the Adult and Family Services on-call.



## Section 5. Stipends to Cover On-Call Obligations

The department shall develop an on-call program for supervisory coverage. The County has the right to discipline employees who do not respond to calls during an on-call period.

Employees who receive stipends are not eligible for show-up pay. However, they are reimbursed for time actual time spent working.

### A. Senior Caseworkers

Senior Caseworkers shall receive an annual stipend of \$2,500 for being on-call. This stipend will be divided into the 26 pay periods.

### B. Grade B Case Supervisors

Each Grade B Case Supervisor shall receive an annual stipend of \$3,000 to compensate for on-call/after hours' duty. These stipends shall be divided and paid in 26 pay periods.

### C. Supervising Public Health Nurse

Each Supervising Public Health Nurse shall receive an annual stipend of \$3,000 to compensate for on-call/after hours' duty. These stipends shall be divided to be paid in 26 pay periods.

### D. QA and Electrician Positions in Sewer District

The Senior Quality Assurance Inspector, Quality Assurance Inspector, Instrumentation Mechanic and Assistant Electrician shall receive an annual stipend of \$3,000 to compensate for on-call/after hours' duty. These stipends shall be divided and paid in 26 pay periods.

### E. Sewer District Employees with a Commercial Driver's License (CDL)

Sewer District employees who maintain a Commercial Driver's License (CDL) and are willing to participate in a separate on-call schedule to drive the flush "vac" truck shall receive an annual stipend of \$1,500 divided equally into the 26 pay periods. (The employee is not eligible for show-up pay.) The on-call list shall be rotating and is established based on seniority.

These employees shall also be reimbursed for an extra charge on their licenses for the initial CDL and all renewals. The employee must submit a voucher and proof of payment for the CDL. In the event the employee's CDL expires, the stipend will stop immediately.

## ARTICLE VIII

### Retirement and Health Insurance

#### Section 1: Retirement

The County agrees to continue, for all employees the option of applying unused sick leave as additional service credit upon retirement.

All full-time employees shall be enrolled into the appropriate tier of the contributory New York State Employees' Retirement system. The tier will be based on the tier in effect at the time the employee is hired and any past qualifying service.

#### Section 2. Health Insurance

All permanent employees shall be eligible for membership in the Saratoga County Health Insurance Plans or such Health Plan as may be selected by the County pursuant to the terms of this agreement. In the case where both spouses are eligible employees and one enrolls for family coverage, the other spouse is not eligible for coverage except as a dependent of the enrolled spouse.

The County shall offer health insurance benefits for Saratoga County employees at the beginning of January each year through the County's selection of insurance carrier.

In the event there is a change of the health plan carrier, such change shall be made by the County only after not less than sixty days written notice and consultation with CSEA. The term "carrier" or "private carrier" shall include the County of Saratoga under any self-insurance plan.

The benefits provided by the new carrier shall be substantially equal to or better than the benefits provided by the coverage in effect at the time of such change. Any private carrier must be approved and licensed by the Insurance Department of the State of New York.

##### A. Employee Contributions

Employees hired on or after January 1, 2011 shall contribute 20% towards the cost of their health insurance and dental premiums.

Employees hired between January 1, 2001 and December 31, 2010 shall contribute 15% of the cost of their health insurance and dental premiums.

Employees who were hired prior to January 1, 2001 shall contribute 5% towards the cost of their health insurance and dental premiums.

##### B. The Health Insurance Plan Shall Include the Following:

The employee shall be responsible for the insurance co-pay while utilizing medical and pharmacy benefits. There shall be a co-pay for prescription drugs based on the Health Insurance Carrier's prescription formulary. The format of the formulary may change over time based on current prescribed drug standards. The co-pays for prescription drugs shall be based on the Rx Pharmaceutical structure of the carrier. Mail-order prescription drugs through the Health Insurance Carrier shall require a two month co-pay for a 90 day supply.

There shall be two Health Insurance Plans available to the employees: one plan shall have a co-pay for office visits of \$15 and the other plan shall have a co-pay for office visits of \$25.

Prescription drug plan with co-pays based on the carrier Rx Pharmaceutical structure as follows:  
\$5/\$25/\$50

The County shall offer employees the opportunity to purchase certain mail order prescription drugs through a mail order pharmaceutical company at no cost to the employee.

#### C. Eligibility for Health Insurance upon Retirement

Whenever a new or existing employee retires, he/she shall continue to contribute towards his/her health insurance premium at the same percentage rate (5%, 15% or 20%) as he/she did during his/her employment.

For employees hired prior to January 1, 2014, employees must have ten (10) years of continuous full time service with the County to be eligible for health insurance coverage in retirement. For employees hired on or after January 1, 2014, employees must have twenty (20) years of continuous full time service with the County to be eligible for health insurance benefits, unless the employee is granted a disability retirement, in which case the employee would need fifteen (15) years of service with the County to be eligible for health insurance coverage.

#### D. Contribution Towards Retirees' Health Insurance Premiums

Upon retirement each employee shall have the additional option to apply the dollar value of his/her accumulated sick leave to an account for the purpose of paying his/her employee portion of the premium cost of the County health insurance plan following retirement consistent with the then current health insurance articles of the contract according to the following schedule:

Any sick time through 100 days – 50%

If between 100 days and 200 days - 75% for all days through 200 days

If over 200 days to the max of 360 days - 100% for all days through 360 days

In the event that a retiree who has exercised the option available under this section dies prior to exhausting the dollar equivalent of his/her sick leave accruals, the retiree's covered dependents (spouse and/or eligible children), if any, shall, so long as eligible under the then current insurance plan, continue to be covered by the County health insurance plan (paying the full premium cost) until the exhaustion of such account.

In the event an employee dies prior to retirement, at the irrevocable option of the spouse or estate representative of the deceased, the dollar value of the deceased's sick leave accruals on the date of his/her death may be credited to an account for the payment of the full premium cost of the County health insurance plan for the deceased's surviving dependents using the same schedule as provided in paragraph 1 above. This option must be exercised within 90 days of the appointment of a representative of the estate. This provision does not give the surviving spouse the right to continued coverage free of charge.

### Section 3: In Lieu Of

The County will place \$150.00 in a trust account for each month that the employee is eligible but does not elect coverage under the County Health Insurance Plan. The employee will receive the funds so accumulated by December 15 of each year or upon termination from the County. The County acknowledges that in the event an employee elects to provide for his or her own health insurance coverage, and such self-provided coverage is subsequently terminated, said employee will be granted coverage under the County Health Insurance Plan on the first day of the month following notification of the termination of other coverage. Employees hired by the County before January 1, 2001 who have opted out of the County Health Insurance Plan may opt back into the plan, as appropriate, at some future date and will be provided coverage at the same level as other employees hired by the County before January 1, 2001.

### Section 4. Disability Insurance

The County shall continue to provide New York State Disability Insurance for all employees covered under this Agreement. Each employee shall pay the maximum weekly amount as provided under statute. The County reserves the right to change carriers provided the benefits are equal to or better than those currently available.

### Section 5. Malpractice Insurance

The County agrees to continue to provide Malpractice Insurance for all Saratoga County nurses involved in patient care. The County shall pay the full cost of such insurance.

### Section 6. Workers' Compensation

Employees who are absent due to a work-incurred injury or disability covered under Workers' Compensation, shall continue to be covered under the County's Health Insurance Plan as though they were actively employed, for a period of six (6) months, beginning with the onset of such absence. At the end of such six (6) months, the Personnel Officer will review the matter and may, at his/her discretion, grant an additional period of coverage up to six (6) additional months.

### Section 7. Dental Plan

All permanent employees shall be eligible for membership in the Saratoga County Dental plan.

A. The County shall pay the cost in the same formula as other health insurance coverage of the aforesaid dental plan or other plans selected by the County for individual and dependent coverage as selected by the employee. In the case where both spouses are eligible employees and one enrolls for family coverage, the other spouse is not eligible for coverage except as a dependent of the enrolled spouse.

B. The County acknowledges that in the event that an employee elects to provide for his or her own dental plan coverage, and such self-provided coverage is subsequently terminated, said employee will be granted coverage under the County Plan in the same manner as the County's health insurance guidelines.

C. In the event there is a change of the dental plan carrier, such change shall be made by the County only after not less than sixty days written notice and consultation with CSEA. The term "carrier" or "private carrier" shall include the County of Saratoga under any self-insurance plan.

The benefits provided by the new carrier shall be substantially equal to or better than the benefits provided by the coverage in effect at the time of such change. Any private carrier must be approved and licensed by the Insurance Department of the State of New York.

D. This dental plan will not be provided to persons after retiring from County employment.

Section 8. The County agrees to implement a Section 125 Internal Revenue Code Plan.

Section 9. Every two years, upon request, the parties agree to meet in Labor Management Meetings to address Health Insurance plans and the effects of new health care laws.

## ARTICLE IX

### Holidays

Section 1. All County employees shall enjoy 11 paid holidays per year for the duration of this Agreement. The holidays are as follows:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Veteran's Day	President's Day
Thanksgiving Day	Memorial Day
Friday after Thanksgiving	Independence Day
Christmas Day	

Section 2A. When a holiday falls on a Saturday, the day to be observed shall be the preceding Friday, and when a holiday falls on a Sunday, the day shall be observed on the following Monday.

Section 2B. For those Animal Shelter and Sewer District employees routinely scheduled to work Saturdays, Sundays and holidays, the actual holiday will be observed.

Section 2C. For the purpose of determining which employees on the third shift (or night shift) shall receive holiday pay in the Sewer District, for the 11:30 p.m. to 8:00 a.m. and 11:30 p.m. to 12 noon shift ONLY, the holiday will start at 11:30 p.m. the night before the actual holiday, and end at 8:00 a.m. or 12 noon, end of shift, on the actual holiday. For the 11:30 a.m. to 12 midnight shift, the holiday ends at 12 midnight.

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.

## ARTICLE XI

### Leave Policies

#### Section 1. Sick Leave with Pay

A. For purposes of using accumulated sick leave, immediate family shall be defined as spouse, mother, father or children. In addition, sick leave may also be used for other members of the family who live in the same household and meet the Internal Revenue Service dependency definition.

B. An employee shall be granted one sick day per month provided the employee has been on payroll at least one-half the number of days in the previous month. An employee may accumulate sick leave to a maximum of 360 days, which leave may be taken in 15 minute units as needed for his/her self or for a member of his/her immediate family as defined in Section 1. A. above and provided for by the provision of this Article.

C. Any employee covered under this Agreement shall be allowed to take up to one-third (1/3) of his/her accumulated sick leave when the employee requests to use a leave of absence due to the sickness or disability of a member of the employee's immediate family as per Section 1. A. above.

D. An employee who is absent because of illness or disability for more than two (2) consecutive days may be required by his or her Department Head to provide a physician's statement of sickness or disability. In the event a pattern of abuse is discerned by the Department Head, a physician's statement may be required at any time and the employee may be ordered to be examined by a physician selected by the County at the expense of the County.

E. Allowable and allowed sick leave time as well as other paid leaves under this Agreement shall be considered for all purposes as continuous service.

F. Any employee isolated or quarantined because of exposure to a communicable disease while performing his or her duties shall receive full pay for the period of isolation or quarantine without loss of sick leave or other type of leave. In order to receive such full pay without loss of sick leave or other type of leave, the employee shall be quarantined or isolated by a public health officer.

Any employee isolated or quarantined because of exposure to a communicable disease while not in the performance of his or her duties shall be allowed to use his or her accumulated sick leave as per this Article.

G. An employee who becomes pregnant and is an employee of the County of Saratoga shall be allowed to work for as long as she is physically able. The employee shall notify Human Resources by the fifth month of such pregnancy and present a doctor's statement of fitness by the seventh month. Prior to beginning her leave, the employee shall provide her Department Head with a statement noting the length of the leave and the date of her expected return. The employee shall be allowed to take a leave of absence for a period not to exceed one year. Upon her return from the leave, the employee shall be reinstated to the position she vacated and her seniority that she had prior to her leave is returned. In addition, such employee shall be placed on the same step of salary schedule which she had attained at the time such leave began.



H. An employee who is injured because of his/her employment and is unable to perform his/her work may use his/her accumulated sick or vacation time, thereby receiving his/her full pay; or, he/she may elect to be paid the Workers' Compensation rate directly by the Self-Insurance Pool. His/her pay from the Self-Insurance Pool will be based on his/her degree of disability up to a maximum of 2/3 of his/her regular pay during the prior year for total disability. The total rate cannot exceed the current maximum Workers' Compensation rate.

If an employee has no accumulated sick or vacation days, he/she will be paid directly by the Self-Insurance Pool at the compensation rate.

In the event the employee uses his/her accumulated sick time, the Self-Insurance Pool will reimburse his/her County at the proper compensation rate up to 2/3 of salary, and the County in turn will reinstate the equivalent sick or vacation days up to a maximum of 2/3 of the sick or vacation days used by the employee.

Lump-sum payments made for schedule loss injuries shall be retained by the employee after deducting the advance salary paid the claimant during his/her recovery period by his/her County and/or any advance payments previously made directly to him/her for any period during which his/her right to benefits under the Workers' Compensation Law were not determined. This reimbursement will be made according to an order by the Workers' Compensation Law Judge.

#### Section 2. Personal Leave:

After one year of service, all employees shall receive four personal leave days. This time may be taken if the employee calls in prior to the start of his/her shift and may be taken in 15 minute increments, as needed. When personal time is not used by the employee's accrual date, the unused time will be placed into the employee's sick leave bank.

#### Section 3. Bereavement Leave.

##### A. Immediate Family

Employees shall be allowed to be absent without loss of pay, by reason of each death in the immediate family for the equivalent of 4 consecutive work days dating from the death of the relative. For purposes of this section, the term "immediate family" shall mean parent, brother, sister, spouse, child, step-parent or step-child.

##### B. Close Relative

Employees shall be allowed to be absent without loss of pay, by reason of each death of close relative for two consecutive work days dating from death of the relative. For purposes of this section, "close relative" shall be defined as great-grandparent, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law of employee.

##### C. Reserving Days for Use

At the employee's request and approval from Human Resources, two (2) bereavement days may be reserved for a later date.

D. Bereavement time starts when the employee leaves work. If the employee works the entire day that the immediate family member or close relative died, the bereavement time begins on the next work day.

#### Section 4. Leave of Absence

An employee must request a leave of absence if he/she is going to be out of work in excess of five working days whether or not the employee has sick time to cover the absence. This request must be made as soon as the employee becomes aware of the need for the time off.

A leave of absence without pay not to exceed the maximum period permitted by law may be granted for full-time employees, upon recommendation by the Department Head to the Personnel Officer and with said Personnel Officer's approval.

Notice of such leave of absence may be filed with such Department head. Leave of absence may be granted for the following reasons only: Professional training or improvement, extended personal or family illness and military service. An employee who is granted a leave of absence by the Department Head and the Personnel Officer shall at the termination of the leave of absence, upon application therefore, be reinstated with seniority and all accrued benefits to the position he or she held at the commencement of the leave of absence. In addition, such employee shall be placed on the same step of the salary schedule which he or she had attained at the time the leave began.

#### Section 5. The County Will Adhere to the Family and Medical Leave Act Regulation

Employees taking leave pursuant to the Family and Medical Leave Act, due to their own serious health condition, shall be required to use their accrued sick time (if any) during such leave.

#### Section 6. Military Leave of Absence

Any employee who is required by any branch of the Armed Forces of the United States of which he/she is a reserve member, the National Guard, to render military service, including daily drills, shall be granted a military leave of absence at full pay for all such period, not to exceed twenty-two (22) work days a year, pursuant to Section 242 and 243 of the Military Laws of the State of New York.

In addition, due to the strong support by Saratoga County of the dedication and sacrifice of all members of the Reserve and National Guard Forces of this State or Nation, the County will, in the event of the involuntary activation of a County employee to serve in the Reserve or National Guard Forces of this State and Nation:

- A. Continue any existing health insurance benefit coverage for such employees for a period of such involuntary activation not to exceed the first 180 days of such service; and also,
- B. Pay, upon application, to such employee the difference, if any, between the employee's normal County salary and the military pay for a period of such involuntary activation not to exceed the first 180 days of such service.

## Section 7. Unpaid Leave

If the unpaid leave portion amounts to 90 calendar days or less, all unused accrued sick leave, etc., shall be reinstated and the employee's anniversary date will not be affected.

## Section 8. Reinstatement to Position

Reinstatement shall be governed by the recommendation of the Department Head to the Personnel Officer and with said Personnel Officer's approval. If an employee leaves a department for any reason, and is rehired by the same or another department of the County after no more than 90 calendar days, all accrued sick leave, etc., shall be reinstated.

## Section 9. Jury Duty

Any employee will be paid the difference between his or her Jury Duty pay and his or her regular pay. Employees are to return to regular duties provided he or she has four or more hours left of his or her regular scheduled day. For those employees who work the evening or night shifts, the employee must contact his/her department head to determine what hours he/she should report to work. Employees who work a night shift may elect to be excused from work the preceding or subsequent shift to the jury duty.

# **ARTICLE XII**

## Working Conditions

### Section 1 A. Position Vacancies

All employment vacancies throughout the County shall be posted within all facilities and worksites for forty-eight (48) hours, except in an emergency situation, unless a civil service eligibility list exists. Copies of said postings shall be forwarded to the union president at the time of posting. During the period of such posting, interested employees may apply on the form provided by the department administrator.

The selection of the employee for placement shall be made by the department administrator based on his/her determination of the qualifications and seniority of all employees so applying. If the qualifications are deemed to be equal, the senior employee shall be selected and the administrator's decision shall be final.

The parties agree that this provision shall not be so interpreted so as to preclude the consideration of non-employee applicants for the position by the administrator.

### Section 1 B. Positions Working Different Shifts

Where the employment in a department is carried on by shifts, no person who has been employed on a particular shift for a period of one year or more shall be changed to a different shift except temporarily during an emergency without the consent of the employee except where, in the discretion of the Department Head, such change is necessary for the efficient operation of such Department, in which case the CSEA shall be notified at least 2 weeks in advance of such change and the reasons therefore.

In all cases of change in shift assignments, temporary or permanent, reasonable notice thereof where possible shall be afforded to the employee to allow necessary changes of that employee to accommodate the change.

#### Section 2. Pay Period

All County employees shall be paid bi-weekly and shall receive a pay statement showing their deductions.

#### Section 3. Mileage

A. Authorized use of personal vehicles for official County business shall be reimbursable at the maximum allowed rate set by the Internal Revenue Service. Such rate changes will occur the first day of January following the publication of said rate changes by the I.R.S.

B. The County will provide excess insurance coverage on its auto insurance policy up to a one million dollar limit at no cost to the employee. Such coverage is for the employee's protection but only when the employee is using his/her private vehicle on official County business. The excess coverage is effective once the limits of the employee's personal insurance have been reached.

#### Section 4. Breaks and Rest Periods

Breaks and/or rest periods shall be allowed to continue but said breaks and/or rest periods shall not exceed two (2) per day and no period shall exceed ten (10) minutes duration. The Department Head shall schedule breaks and/or rest periods for all employees.

#### Section 5. Health Examinations

Free health examinations will be given to an employee, when required by the County, to include lab, x-ray and Doctor's fee. The doctor will be selected by the County.

### **ARTICLE XIII**

#### Layoff of Non-Competitive and Labor Class Employees

##### Section 1. Definitions

Seniority shall be defined as the length of continuous service with the County from the date of last hire of the employee(s).

Title Seniority shall be defined as the length of continuous service of an employee since date of last entry of such employee(s) into the title.

Departmental Seniority shall be defined as the length of continuous service of an employee since date of last entry of such employee(s) into the Department.

Days - Unless otherwise specified, for the purpose of this Article, days shall mean calendar days.

Section 2. In the event of a reduction in personnel in a department, the County shall endeavor to offer these employees other suitable County employment.

Section 3. Whenever positions in the non-competitive or labor class are abolished, layoffs shall be made among employees holding the same job title in the affected department in the inverse order of original appointment on a permanent basis in the classified service of Saratoga County. In instances where two or more employees have the same date of original appointment, their relative seniority shall be determined by the drawing of lots which shall be conducted under the supervision of the Saratoga County Personnel Officer with CSEA Unit President or designee as an observer.

Section 4. For the purposes of this Article, the original appointment of an employee shall mean the date of his first appointment on a permanent basis in the classified service followed by continuous service in the classified service on a permanent basis up to the time of the abolition of the position. Continuous service shall not be interrupted by any of the following circumstances:

A. Resignation of employee and reinstatement or reappointment to the classified service within one year.

B. Termination of an employee due to disability resulting from occupational injury as defined in the Workers' Compensation Law and subsequent reinstatement to County service.

C. A period of employment on a temporary or provisional basis or in the unclassified service immediately preceded and followed by permanent service in the classified service.

D. A leave of absence without pay which is granted pursuant to the rules of the Saratoga County Personnel Officer.

E. Time spent on layoff status while awaiting a recall. Such time may not exceed four years or the date on which a recall is offered, whichever comes first.

Section 5. Lay-Off Process

A. If an employee is laid off in his or her job title, the employee shall exercise his or her right to displace an employee in a lower job title who has less department seniority, provided that if there is a question regarding ability to do the job, the bumping employee shall be given a probationary period of up to thirty (30) calendar days to demonstrate his or her ability to do the job. Recalls shall be in the inverse order of layoff. The County shall notify the employee of his or her recall by registered mail with return receipt requested at the employee's last known address. Such recall notification must be acknowledge by the employee within seven (7) working days of receipt. If the employee does not acknowledge such notification within the above stated period and return to work upon a date designated by the County, he/she shall be considered to have resigned from his or her position with Saratoga County unless there are extenuating circumstances as determined by the County.

B. All part-time and temporary employees in each title shall be laid off prior to the layoff of full-time employees. The layoff procedure for full-time employees as stated herein shall be used in the event of the layoff of any temporary and then part-time employees.

C. Any employee(s) who is laid off and is able to bump into a lower title shall be slotted into the seniority list of the lower title in accordance with his or her departmental seniority. Any further layoff of an employee(s) shall be in accordance with the seniority of the employee(s) as provided in this subsection. If an employee(s) is recalled to the position(s) into which he or she bumped, the employee(s) shall be allowed to use his or her departmental seniority to prevent another layoff. In the aforementioned instance, an employee(s) shall not be forced to accept the recall to such position. The employee's refusal to accept the recall shall not prejudice his or her right to be recalled to the position(s) from which he, she or they were originally laid off. The County shall recall employees to positions as provided in Section 4A of this Article. When an employee(s) is recalled to the position from which he or she was originally laid off, the type of seniority described in Section 1 for an employee(s) shall be adhered to in case of any future layoffs.

D. An employee who is laid off and bumps into a lower title shall be paid at a rate of pay in the lower title which is commensurate with the number of increments received by such employee when the layoff occurred or which is commensurate with the same relative position on salary schedule, including all longevity steps and increments or merit raises which the employee had attained when layoff occurred.

E. Upon being recalled to a position(s), the employee(s) recalled shall receive the rate of pay that he or she was receiving when the layoff occurred or if an increase has been provided, such employee(s), shall receive such increase in pay in addition to the aforementioned rate of pay. Such increase shall be added to the rate of pay.

#### Section 6. Seniority Lists

In the event of a contemplated layoff, the County shall provide the Union with lists containing title, departmental and County-wide seniority dates of each employee not less than thirty (30) days prior to the date of the contemplated layoff.

#### Section 7. Notice of Layoff

The County shall give the Union President thirty (30) days' notice of layoff of an employee(s) in the bargaining unit and meet with the Union to discuss the anticipated layoffs if requested to do so by the Unit President or other representative of such Union.

#### Section 8. Coverage of Employees

This Article shall apply only to those non-competitive and labor class employees who have not less than two (2) years of service.

## **ARTICLE XIV**

### **Layoff of Competitive Class Employees**

All competitive employees shall be governed under the appropriate provisions of the Civil Service Law as it pertains to layoff, bumping and recall.

## **ARTICLE XV**

### **Separability**

Section 1 A. If any article or part thereof in this Agreement or any addition thereto should be decided as in violation of any federal, state or local law; or if adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of the Agreement, or any addition thereto, shall not be affected.

Section 1 B. If a determination or decision is made as per (A) of this Article, the original parties to this Agreement shall convene immediately for purposes of negotiating a satisfactory replacement for such article or part thereof.

## **ARTICLE XVI**

### **Reciprocal Rights**

The County recognizes the right of the employees to designate representatives of the CSEA Inc. to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this Contract and to visit employees during working hours. Such employee representatives shall also be permitted to appear at public hearings before the Legislative Body upon request of the employees.

Section 1. The County and the CSEA shall so administer its obligations under this Contract in a manner which will be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, age, nationality, race or creed, color, disability or sexual orientation.

Section 2. The CSEA, Inc., shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the County. The officers and agents of the CSEA, Inc., all have the right to visit the County's facilities for the purpose of adjusting grievances and administering the terms and conditions of this Contract. Prior to entering or at the time of entering the facilities of the County, the officers and/or agents of CSEA shall notify the Department Head or his/her designee if available of the visit.

Section 3. Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this Contract shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations, which have as their purpose the maintenance of harmonious and cooperative relations between the County and the employees and the uninterrupted operation of Government. Such free time, however, shall be charged against the time allowed by Article XV, Section 6, hereof.

Section 4. The CSEA agrees to do its utmost to see that its members perform their respective duties loyally, efficiently and continuously under the terms of this Agreement. The CSEA and its members will use their best endeavors to protect the interests of the County of Saratoga, to conserve the property, protect the public and to give service of the highest quality.

Section 5. Labor-management meetings may be called by Management or the Union at the request of the employee of any Department, not to exceed two per year, with two employee representatives from the Department. Should Management call for such a meeting, Union time shall not be charged. The Department Head will notify employee representatives within three days of the request for a meeting of the time and place for such meeting and hold the meeting not more than 10 working days following initial notification. CSEA and the County may each select a representative to appear at said hearing.

Section 6. The County of Saratoga shall allow representatives of CSEA a total of four hundred (400) hours per year for the purpose of conducting CSEA business. However, it must be limited to two hundred (200) hours for any one employee. They shall be compensated at their regular rate of pay for this time off. It is the responsibility of the employee to complete the necessary leave form furnished by the County which will give a 72-hour notice to his or her immediate supervisor. Provided, however, that where 72-hour notice is impracticable and there is good cause showing why the 72-hour notice could not be given, then a minimum of 24-hours' notice to the supervisor must be given. The form will be forwarded by the supervisor to the appropriate Department Head, thereby properly notifying the Department Head. The Department Head will forward the form to the Personnel Officer, who will return copies as indicated on the form.

In the event the County requests the presence of any Unit official to attend labor-management meetings or other meetings as the representative of CSEA (not in the capacity of an employee of Saratoga County), the time spent in attendance at such meetings will not be deducted pursuant to this section.

Section 7. The Union president shall be allowed up to a 3 hour block of time per day in order to have the ability to perform his/her Union responsibilities as delineated in Section 6 above. During this period, his/her department may not assign that employee any functions that would come into conflict with his/her Union obligations. However, if the employee is not engaged in Union activities during that time he/she must perform his/her regularly scheduled duties. It is during this time frame that the Union president may engage in telephone conversations concerning his/her Union responsibilities.

If during the permitted period the Union president is needed to perform his/her Union responsibilities away from his/her workstation, he/she must submit a request for release time slip to the Director of Human Resources. Upon receiving this request, it is the Director of Human Resources who makes the decision whether to grant the Union president permission to be released from his/her regular scheduled duties. If such request is granted, the Director of Human Resources will endeavor to notify the employee's Department Head 24 hours in advance of the release time being taken.

The Director of Human Resources or his/her designee shall be responsible for administering the Union leave provisions, rights, responsibilities on behalf of the County and the employee's Department Head may in no manner interfere with the Director of Human Resources' decision.



Section 8. Safety

The parties hereto agree and acknowledge the duty and obligation of the County to provide a safe working environment for all County employees. The parties also agree and acknowledge the duty and obligation of all County employees to abide by such standards and rules promulgated by the County and/or New York State Department of Labor (as may be applicable) to ensure such a safe working environment. The failure to observe and/or abide by such standards and rules may constitute a basis for disciplinary action by the County.

**ARTICLE XVII**

Past Practice Clause

All terms and conditions of employment previously granted to the employees by the County, unless specifically excluded by or in conflict with this Agreement, shall be continued except where it is determined by the Department Head that the work load or the efficiency of operations is impaired thereby. The "County" is defined as the Board of Supervisors and not the Department head.

**ARTICLE XVIII**

Uniforms

Section 1. The County shall supply two lab coats for each Registered Professional Nurse in Public Health. The employee shall be responsible for laundering the lab coats. Lab coats shall be replaced as needed.

Animal Shelter employees shall be required to wear designated polo shirts. Each employee will be supplied at least three shirts annually which must be laundered by the employee.

All highway crews shall receive a clothing allowance of \$100/year.

Section 2. For first year employees, the pro rata clothing allowance will be paid on the first pay period in March of their second calendar year based upon their appointment date in the previous year as indicated below:

- |     |                          |      |
|-----|--------------------------|------|
| (a) | January 1 to March 31    | 100% |
| (b) | April 1 to June 30       | 75%  |
| (c) | July 1 to September 30   | 50%  |
| (d) | October 1 to December 31 | 25%  |

Section 3. Employees authorized to receive a clothing allowance who take an unpaid leave of absence will have their adjusted clothing allowance determined by the following formula:

Clothing allowance divided by twelve, multiplied by number of months leave of absence, subtracted from total clothing allowance, equals adjusted clothing allowance. For purposes of this Section, one month shall be the equivalent of thirty calendar days, with each additional month being determined by the completion of each additional thirty calendar days.

Section 4. A safety shoe allowance of \$150 per calendar year effective January 1, 2019 shall be provided for operators, lab personnel and maintenance personnel in the Sewer District and all employees in D.P.W. except clerical. It is understood that it will be required for operators, lab personnel and maintenance personnel in the Sewer District and all D.P.W. employees except clerical to wear safety shoes when engaged in the performance of their duties as Saratoga County employees.

Section 5. A uniform laundry service will be provided for employees of the D.P.W. Building and Grounds Division. It is understood that those employees will be required to wear the uniform when engaged in the performance of their duties as Saratoga County employees. The uniform service is not available to D.P.W./Highway employees.

## **ARTICLE XIX**

### **Grievances**

Section 1. The grievance procedure for the employees in the bargaining unit shall be the following:

#### A. Definitions

As used herein, the following terms shall have the following meaning:

1. "Employee" shall mean any person directly employed and compensated by the County of Saratoga, except persons employed in the legislative or judicial branch thereof.
2. "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the employment contract, existing laws, rules, procedures, regulations, administrative orders or work rules of the County of Saratoga or a department thereof, which relate to or involve employee health or safety, physical facilities, materials or equipment furnished to employees, or supervision of employees; provided, however, that such term shall not include any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force or effect of law.
3. "Department" shall mean any office, department, board, commission or other agency of the government of the County of Saratoga.
4. "Immediate Supervisor" shall mean the employee or officer 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 and approves his time record or evaluates his work performance.
5. "Department Head" shall mean that person so designated pursuant to charter, local law, administrative code, rule or resolution of the Board of Supervisors as the head of a department, as defined in subdivision "c" hereof.
6. "Decision" shall mean the ruling, determination or report or disposition made by an immediate supervisor, Department Head or grievance board after a grievance is heard or submitted as in this act provided.

7. "Days" shall mean all days other than Saturdays, Sundays and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this act.

#### B. Declaration of Basic Principle

Every employee of this County shall have the right to present his grievance in accordance with the procedures provided herein free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented by a person of his own choosing at all stages of grievance procedure. Should the employee choose not to be represented in such matter, he/she shall do so in writing with a copy going to the Union President.

#### C. Initial Presentation

1. An employee who claims to have a grievance shall present his grievance to his immediate supervisor, orally, within ten (10) days after the grievance occurs.
2. The immediate supervisor shall discuss the grievance with the employee, shall make such investigation as he deems appropriate and shall consult with his supervisors to such extent as he deems appropriate, all on an informal basis.
3. Within five (5) days after presentation of the grievance to him, the immediate supervisor shall make his decision and communicate the same to the employee presenting the grievance, and to the employee's representative, if any.
4. The CSEA unit president shall have the right to initiate a grievance at Second Stage of the grievance procedure which involves more than one unit member or employee. Such grievance shall contain a general description of the employees involved in the matter, including, if possible the name of such employees, the title and work location of such employees.

#### D. Second Stage

1. If an employee presenting a grievance be not satisfied with the decision made by his immediate supervisor, he may, within five (5) working days thereafter, request a review and determination of his grievance by the Department Head. Such a request shall be in writing and shall contain a statement of the specific nature of the grievance and the facts relating to it. Such request shall be served upon both the Department Head and the immediate supervisor to whom the grievance was originally presented. Thereupon, and within five (5) days after receiving such request, the immediate supervisor shall submit to the Department Head a written statement of his information concerning the specific nature of the grievance and the facts relating to it.
2. The Department Head or his designee, may and at the request of the employee shall, hold an information hearing within seven (7) days after receiving the written request and statement from the employee. The employee and his representatives, if any, may appear at the hearing and present oral or written statements or arguments.
3. Within ten (10) days after the close of the hearing, or within ten (10) days after the grievance has been submitted to him if there be no hearing, the Department Head, or his designee, shall

make his decision in writing and communicate the same to the employee presenting the grievance and to the employee's representative, if any.

#### E. Grievance Boards

1. A grievance board of three (3) members to be appointed by, and to serve at the pleasure of, the Chairman of the Board of Supervisors, is hereby established to hear appeals from decisions of department heads on grievances. In the event of the disqualification, unavailability or other disability of a member or members of the Grievance Board to hear a specific appeal, the Chairman of the Board of Supervisors is authorized to bring the Grievance Board to full complement for such case by appointing, temporarily, the necessary member or members.

Such Grievance Board shall have jurisdiction over grievances involving all County employees.

2. A hearing of any matter before the respective grievance board may be conducted by any one or more members of the board, designated by the Board to act on its behalf; provided, however, that if less than the full board presides at such hearing, the member or members thereof conducting such hearing shall render a report thereon to the full board and the full board shall thereupon make its report.

3. Two concurring votes shall be necessary to determine any official report or action of the grievance board.

4. Necessary funds, supplies, facilities and personnel to implement operation of the grievance boards shall be provided by the Board of Supervisors.

5. The respective grievance board may make and amend rules and regulations for the conduct of its proceedings not inconsistent with the provisions of this act. A complete and up-to-date set of such rules and amendments shall be kept on file in the County Clerk's Office.

#### F. Appeals to Grievance Boards

1. An employee may appeal from the decision of the Department Head or designee of the Department Head within ten (10) days after the notice of such decision. The appeal shall be taken by submitting a written statement to the Grievance Board, and a copy of the Grievance Appeal shall be submitted to the Personnel Office signed by the employee taking the appeal, containing:

a. The name, residence address, and department of employment of the employee presenting the grievance.

b. The name, residence address, and department of employment of each other employee or official involved in the grievance.

c. The name and address of the employee's representative, if any, and his department of employment if he be a fellow employee.

d. A concise statement of the nature of the grievance, the facts relating to it and the proceedings and decisions of the grievance up to the time of the appeal.

e. A request for a review of the decision of the Department Head or his nominee.

2. The respective grievance board may request the Department Head to submit a written statement of facts, including a summary of the record of the hearings, if there was a hearing, and the original or a true copy of any other record or document used by the Department Head or his designee in making his decision. Such written request shall be submitted within ten (10) days after request by the grievance board.
3. The respective grievance board shall hold a hearing within ten (10) days after receiving the written request for a review. It shall give at least three (3) days' notice in writing of the time and place of such hearing to the employee, the employee's representative, if any, and the Department Head or his designee, all of whom shall be entitled to be present at the hearing.
4. The hearing on the appeal may be held in public or in private as determined by the grievance board.
5. New evidence, testimony or argument, as well as any documents, exhibits, or other information submitted to the Department Head or his designee at the hearing held by him may be introduced at the hearing by the employee, by the Department Head, or his designee or upon the request of the grievance board.
6. The hearing may be adjourned from time to time by the grievance board if in its judgment such adjournment is necessary. The total of all such adjournments, however, shall not exceed ten (10) days, except that adjournments consented to by both the employee and the Department Head shall not be counted in determining the total days of adjournment as herein limited.
7. The grievance board shall not be bound by formal rules of evidence.
8. A written summary shall be kept of each hearing held by the grievance board.
9. The grievance board shall make its report in writing within ten (10) days after the close of the hearing. It shall immediately file its report and the written summary of the proceedings with the County Clerk and shall at the time send a copy of its report to the employee, the employee's representative, if any, and the Department Head. The report shall include a statement of the board's findings of fact, conclusions and advisory recommendations.

#### G. Arbitration

If the CSEA Inc. is not satisfied with the decision of the Grievance Board and the CSEA Inc. determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Chairman of the County Board of Supervisors within fifteen (15) working days of the decision at the Grievance Board stage.

Within five (5) working days after such written notice of submission to arbitration, the County Board of Supervisors or its designee and the CSEA Inc. will agree upon a mutually acceptable arbitrator competent in the area of the grievance and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator, or to obtain such a commitment within a specified period (five (5) working days from agreeing upon an arbitrator), a request for a list of arbitrators will be made to the Public Employment Relations Board by either party. The parties will then be bound by the rules and procedures of the Public Employment Relations Board in the selection of an arbitrator.

The selected arbitrator will hear the matter promptly and will issue his decision not later than thirty (30) calendar days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues. The cost of the arbitrator shall be borne equally by both parties. The arbitrator's decision shall be sent to all parties involved in the grievance.

The arbitrator's decision will be advisory. Within ten (10) working days of the receipt of the arbitrator's decision, the Grievance Board shall meet and make a final determination on the grievance. The Grievance Board shall base its determination on the arbitrator's findings of fact and reasoning and shall submit such determination in writing to aggrieved and to the Saratoga County General Unit President.

#### H. Waiver or Extension of Time, Time for Discussions and Hearings

1. The time limitations for presentation and resolution of grievances as hereinabove fixed may be waived or extended by mutual agreement of the parties involved.
2. All discussions and hearings between an employee, his immediate supervisors, Department Head and grievance board shall, so far as practicable, be conducted during working hours.

### **ARTICLE XX**

#### Discipline and Discharge

Section 1. An employee covered by this Agreement who has successfully completed his/her probationary period shall utilize the following procedure for disciplinary and discharge matters in lieu and in place of procedures specified in Section 75, 76 and 77 of the Civil Service Law.

Section 2. All employees within the non-competitive and labor class of the County shall receive, after two (2) years of full-time consecutive service, access to this provision.

Section 3. Disciplinary action shall include, but is not limited to written reprimands, suspension, demotion, discharge, fines or any combination thereof or other such penalties as may be imposed by the County. A notice of such discipline shall be made in writing and served upon the employee with a copy to the County Personnel Officer and to the CSEA Unit President or his/her official designee. The specific acts for which discipline is being imposed and the penalty shall be specified in the notice.

In the event that an employee is to receive a penalty of suspension without pay or a penalty of termination, a pre-suspension or termination hearing will be held to comply with existing case law, which hearing will involve the County, the affected employee, and representative from the Union if the employee so elects. The purpose of this hearing is solely to comply with case law regarding the need for such a hearing prior to a suspension or termination of a tenured public employee. An employee must be served with a notice of discipline either personally or, if the employee is on a leave of absence or is unavailable due to an unauthorized leave of absence, then by certified mail, return receipt requested to the employee's last known residential address. A penalty may not be imposed for at least one working day after service is complete.

Section 4. If the employee disagrees with the disciplinary action imposed, the employee may submit a request for independent arbitration to make a binding determination. If CSEA does not support the employee's desire to contest the discipline and penalty at arbitration, the employee shall be responsible for his/her prorata share of the cost of the fees and expenses of the arbitrator. Failure to submit a written opposition within eight (8) working days of receipt of the notice of discipline will constitute acceptance of the imposed penalty by the employee and the matter will be settled in its entirety. Both parties agree to use the services of the New York State Public Employment Relations Board panel in the selection of the arbitrator. Subject to a mutual written agreement between the employee and the County Personnel Officer, the time limit herein above specified may be extended. The fees and expenses of the arbitrator shall be divided equally between the County and CSEA or the employee, as specified above.

Section 5. An employee shall have the right to be represented in disciplinary matters by a CSEA representative if the employee elects to do so. Should the employee choose not to be represented in such matter, he/she shall do so in writing with a copy going to the Union President. Nothing contained herein shall be construed as limiting the right of an employee to informally resolve the disciplinary matter by settlement with the Department Head and the employee may waive his/her rights to the procedure as outlined herein. Any settlement agreed upon between the parties shall be reduced to writing and shall be final and binding upon all parties.

Section 6. No disciplinary action shall be commenced by the County more than eighteen (18) months after the occurrence of the alleged act(s) for which discipline is being considered; provided, however, that such time limitation shall not apply where the act(s) would, if proved in a court of appropriate jurisdiction, constitute a crime.

## **ARTICLE XXI**

### **Miscellaneous**

#### **Section 1. Mobile Phones/Beepers**

The County agrees to provide Mobile Phone/Beepers to on-call departments. The County shall pay the full cost of the Mobile Phone/Beepers.

## Section 2. Sewer District Laboratory Testing of Employees

Employees in the Sewer District may apply to County designated physician(s) for medical authorizations to conduct an annual laboratory examination of blood, urine and stool to determine levels of bacteriological residue and/or toxicity. The County will assume the cost of such procedure not covered by the employee's health insurance coverage. It is understood that the procedure will be conducted during the non-working time of the employee, as scheduled by the laboratory.

## Section 3. Education

Upon the prior approval of the Department head, an employee may be reimbursed sixty percent (60%) of the cost of college tuition up to a maximum of \$800 for no more than two semesters per calendar year, provided the courses involved are job-related or part of a recognized degree program. No employee shall receive such reimbursement unless the employee receives a grade of C or better in said course.

All such courses must be taken during other than normal duty hours and nothing in this section is intended to imply that employees will be given time off to attend college courses.

## Section 4. Continuing Education Reimbursement

The County shall reimburse social workers, LMHCs, CASACs and registered professional nurses up to \$400 annually in the following titles for continuing education classes needed to renew their licenses: staff social worker, licensed mental health counselor, substance abuse counselor, supervising social worker, and all registered nurses in all departments.

If the employee spends less than \$400, the County will reimburse the employee for the amount spent. If the employee spends more than \$400, the County will reimburse the employee \$400.

## Section 5. Public Works Department Apprenticeship Program

All employees of the Public Works Department, Highway Division, (except office staff and seasonal employees) may work out of their current titles in order to provide the employee with an opportunity to explore different job titles for a minimum of 12 weeks, contingent on project schedules, for all titles per calendar year. This does not preclude any employee from doing "related work as required".

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

Certain duties require licenses/permits, certifications or specialized training. Employees must meet any minimum requirements in order to participate in the Apprenticeship Program for those duties. (For example, in order to drive a tandem axle dump truck a Commercial Driver's License or Permit is needed.) All duties performed must be supervised by someone in that title or above that title.



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

#### Section 6. Video Surveillance Equipment

County department heads shall be responsible for maintaining any systems installed in their departments by outside vendors. The Director of Human Resources or designee shall coordinate the approval and installation of any video surveillance equipment. Video surveillance equipment can only be installed with the approval of the County Administrator. Prior to installation of any cameras in County departments, the County Attorney shall be asked to conduct an evaluation to determine if there are any confidentiality issues. It is agreed upon that video surveillance systems will be monitored from a designated secured location. The department head will generally view video surveillance in response to a specific incident. The video surveillance system is not monitored on a continual basis.

The County agrees that it shall not use said video cameras with respect to employee evaluations and/or disciplinary actions.

The County may review data gathered from the video camera recordings to ensure proper procedures are being followed by its employees regarding any health or safety issues. If the County believes that an employee has been recorded acting in a way that poses a potential threat to the health and/or safety of the County in general, his or her coworkers, other County employees, and/or any other persons, the County shall counsel the employee responsible for such behavior. After counseling an employee, if the pattern of unsafe behavior persists, the County reserves the right to discipline an employee in accordance with Article XX. (This does not preclude the County from pursuing more formal discipline action on serious matters upon which the County has evidence independent of the video recordings.)

#### Section 7. Global Positioning System (GPS) for Sewer District and Department of Public Works Vehicles

Saratoga County has the right to install Global Positioning System (GPS) technology on vehicles owned by the Saratoga County for use in the Sewer District and Public Works (DPW).

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

- i. In the event an employee cannot be reached via the radio issued by Saratoga County and the County has a concern for the employee's safety and/or health.
- ii. In the event there is an emergency situation break and the County seeks to determine the closest employees to send to the emergency break.
- iii. In the event the County receives an outside complaint about the whereabouts of a county owned vehicle.

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

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

Section 8. Definitions of Dates

Hire Date: Date of original hire regardless of status

Accrual Date: Date that accruals are calculated from for vacation and personal time

Seniority Date: Date "steps" are earned (Base-step 5). Also known as seniority date in a specific title unless there is a direct line promotion in which case steps earned would remain.

Benefit Date: Date "longevity" increments are earned (Steps 7-24)

Section 9. Tool Reimbursement

Employees in the title of Automotive Repairers and Autobody Repairers shall receive up to \$400 every other year (with submission of receipts) to purchase tools for use at work. (Receipts must be from the year in which reimbursement will be made. If the receipts total less than \$400, the employee receives the total amount of the receipts: if the receipts total more than \$400, the employee receives \$400.)

**ARTICLE XXII**

Transfers

Section 1. A transfer of employee shall be defined as the geographic movement of an employee from one work site to another within Saratoga County within the same job title or classification except within the Village of Ballston Spa, New York.

Section 2. The County shall be allowed to make permanent transfers only through a bidding process. The County shall announce the existence of the transfer for ten (10) days. At the end of such period, the County shall select one of the applying employees. The major factor in making such selection shall be the length of continuous service of each applying employee. The most senior applying employee shall generally receive the transfer.

Section 3. The County shall be allowed to transfer an employee(s) from one job site to another when an emergency exists for up to ten (10) *work* days duration. The employee involved in such a transfer shall be compensated for any additional mileage involved in traveling from his home to the temporary work site in accordance with Section 3 of Article XII.

Section 4. Transfers mandated by the elimination of work sites or job titles shall be made in accordance with the layoff procedures contained in this Agreement. Transfers caused by the creation of work sites or job titles shall be made in accordance with Section 2 of this Article.

Section 5. If no one applies for the transfer, the County shall offer the position to employees in lower titles as a promotion by again posting the position for ten (10) days. The County shall select an employee based on qualifications and seniority. If the qualifications of the applying employees are equal, the applying employee with the most seniority shall receive the promotion.

Section 6. All employees hired by the Department of Motor Vehicles may be temporarily transferred to any one of the Department's substations, upon notice by the Department Head, for a period exceeding ten (10) days, but less than permanent. An employee that is involved in a temporary transfer shall be compensated for any additional mileage involved in traveling from his/her home to a substation in accordance with Section 3 of Article XII.

### **ARTICLE XXIII**

#### **Employee Evaluations Records**

Section 1. All employees of Saratoga County are subject to an annual performance evaluation by Department Heads. An Employee Performance Evaluation form will be used for this purpose and is set forth in Appendix C of this contract. A copy of the annual evaluation will be filed with the County Personnel Officer and be made a part of the employee's permanent record.

If the employee is not satisfied with evaluation, the employee may seek redress through the grievance procedure contained in this contract. The use of the grievance procedure shall be limited to an employee who has received less than a satisfactory rating. The employee shall receive a copy of the evaluation upon its review with the employee's supervisor.

Section 2. An employee shall have the opportunity to review their official personnel folder kept on file in the County Human Resources Office, in the presence of an appropriate official of the Human Resources Department and the employee's Union representative. Such access shall not extend to confidential pre-employment reference material.

### **ARTICLE XXIV**

#### **Due Process Hearings**

Where the County is required to negotiate the procedures for a due process hearing, the following shall be the negotiated procedure utilized:

The County may appoint a Hearing Officer who shall have the authority to receive testimony and evidence, issue subpoenas and issue an opinion and award. All parties to the hearing shall have the right to be represented by counsel at their own expense. The CSEA Unit President shall be notified that a hearing will be held and the subject matter of the hearing.

The award may be appealed by the County or the employee pursuant to Article 78 of the Civil Practice Law and Rules. Such hearing officer may be a County employee provided such employee is unrelated to the case.

**ARTICLE XXV**

Mandatory Legislative Clause

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**ARTICLE XXVI**

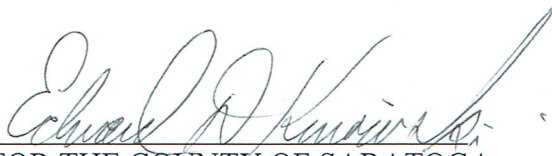
Zipper Clause

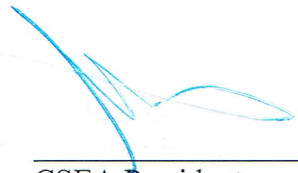
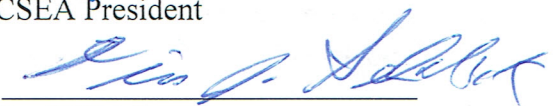
This Agreement is the entire Agreement between the County and the CSEA, terminates all prior Agreements and understandings and concludes all collective negotiations during its term. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or any other means. The parties agree to support jointly any legislation or administrative 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 them for the term of this Agreement in accordance with the provisions thereof.

**ARTICLE XXVII**

Term of Contract

THIS AGREEMENT SHALL BECOME EFFECTIVE JANUARY 1, 2019 AND SHALL TERMINATE AT THE CLOSE OF BUSINESS ON DECEMBER 31, 2023.

  
FOR THE COUNTY OF SARATOGA

  
CSEA President  
  
For CSEA Inc.

APPENDIX A – 2019 SALARY PLAN

BASE	1st	2nd	3rd	4th	5th	7th	10th	15th	18th	24th
\$68,530	\$69,180	\$69,830	\$70,480	\$71,130	\$71,780	\$72,803	\$73,862	\$74,905	\$75,950	\$77,003
\$67,638	\$68,288	\$68,938	\$69,588	\$70,238	\$70,888	\$71,911	\$72,969	\$74,013	\$75,059	\$76,110
\$65,673	\$66,323	\$66,973	\$67,623	\$68,273	\$68,923	\$69,964	\$71,002	\$72,055	\$73,094	\$74,147
\$63,551	\$64,201	\$64,851	\$65,501	\$66,151	\$66,801	\$67,825	\$68,870	\$69,923	\$70,978	\$72,033
\$62,849	\$63,499	\$64,149	\$64,799	\$65,449	\$66,099	\$67,121	\$68,175	\$69,229	\$70,275	\$71,328
\$60,999	\$61,649	\$62,299	\$62,949	\$63,599	\$64,249	\$65,281	\$66,321	\$67,380	\$68,437	\$69,489
\$60,479	\$61,129	\$61,779	\$62,429	\$63,079	\$63,729	\$64,754	\$65,818	\$66,856	\$67,900	\$68,954
\$59,422	\$60,072	\$60,722	\$61,372	\$62,022	\$62,672	\$63,717	\$64,763	\$65,818	\$66,870	\$67,926
\$59,310	\$59,960	\$60,610	\$61,260	\$61,910	\$62,560	\$63,593	\$64,639	\$65,666	\$66,719	\$67,772
\$57,545	\$58,195	\$58,845	\$59,495	\$60,145	\$60,795	\$61,826	\$62,864	\$63,918	\$64,964	\$66,014
\$57,211	\$57,861	\$58,511	\$59,161	\$59,811	\$60,461	\$61,359	\$62,361	\$63,393	\$64,411	\$65,467
\$56,927	\$57,577	\$58,227	\$58,877	\$59,527	\$60,177	\$61,208	\$62,255	\$63,300	\$64,344	\$65,401
\$56,854	\$57,504	\$58,154	\$58,804	\$59,454	\$60,104	\$61,115	\$62,172	\$63,216	\$64,270	\$65,325
\$56,124	\$56,774	\$57,424	\$58,074	\$58,724	\$59,374	\$60,398	\$61,444	\$62,488	\$63,544	\$64,596
\$55,865	\$56,515	\$57,165	\$57,815	\$58,465	\$59,115	\$60,138	\$61,195	\$62,241	\$63,283	\$64,339
\$55,789	\$56,439	\$57,089	\$57,739	\$58,389	\$59,039	\$60,070	\$61,108	\$62,162	\$63,208	\$64,259
\$54,168	\$54,818	\$55,468	\$56,118	\$56,768	\$57,418	\$58,459	\$59,501	\$60,564	\$61,610	\$62,662
\$53,089	\$53,739	\$54,389	\$55,039	\$55,689	\$56,339	\$57,362	\$58,409	\$59,460	\$60,507	\$61,561
\$52,841	\$53,491	\$54,141	\$54,791	\$55,441	\$56,091	\$57,105	\$58,157	\$59,211	\$60,249	\$61,301
\$52,191	\$52,841	\$53,491	\$54,141	\$54,791	\$55,441	\$58,101	\$60,704	\$63,274	\$65,845	\$68,442
\$52,179	\$52,829	\$53,479	\$54,129	\$54,779	\$55,429	\$56,451	\$57,504	\$58,542	\$59,586	\$60,640
\$52,135	\$52,785	\$53,435	\$54,085	\$54,735	\$55,385	\$56,410	\$57,455	\$58,508	\$59,552	\$60,605
\$51,584	\$52,234	\$52,884	\$53,534	\$54,184	\$54,834	\$55,865	\$56,902	\$57,948	\$59,001	\$60,053
\$51,340	\$51,990	\$52,640	\$53,290	\$53,940	\$54,590	\$55,631	\$56,660	\$57,710	\$58,760	\$59,813
\$49,858	\$50,508	\$51,158	\$51,808	\$52,458	\$53,108	\$55,677	\$58,189	\$60,668	\$63,150	\$65,656
\$49,559	\$50,209	\$50,859	\$51,509	\$52,159	\$52,809	\$53,841	\$54,885	\$55,933	\$56,978	\$58,032
\$49,308	\$49,958	\$50,608	\$51,258	\$51,908	\$52,558	\$53,589	\$54,610	\$55,673	\$56,726	\$57,780
\$48,614	\$49,264	\$49,914	\$50,564	\$51,214	\$51,864	\$52,889	\$53,917	\$54,978	\$56,033	\$57,086
\$47,788	\$48,438	\$49,088	\$49,738	\$50,388	\$51,038	\$52,060	\$53,121	\$54,142	\$55,194	\$56,248
\$46,815	\$47,465	\$48,115	\$48,765	\$49,415	\$50,065	\$51,092	\$52,135	\$53,181	\$54,235	\$55,288
\$46,684	\$47,334	\$47,984	\$48,634	\$49,284	\$49,934	\$52,503	\$55,016	\$57,494	\$59,976	\$62,483
\$45,989	\$46,639	\$47,289	\$47,939	\$48,589	\$49,239	\$50,136	\$51,141	\$52,172	\$53,190	\$54,244
\$45,471	\$46,121	\$46,771	\$47,421	\$48,071	\$48,721	\$49,754	\$50,804	\$51,836	\$52,889	\$53,943
\$44,651	\$45,301	\$45,951	\$46,601	\$47,251	\$47,901	\$48,924	\$49,978	\$51,030	\$52,076	\$53,130
\$44,344	\$44,994	\$45,644	\$46,294	\$46,944	\$47,594	\$48,614	\$49,666	\$50,703	\$51,750	\$52,804
\$44,074	\$44,724	\$45,374	\$46,024	\$46,674	\$47,324	\$49,998	\$52,616	\$55,198	\$57,784	\$60,395
\$43,127	\$43,777	\$44,427	\$45,077	\$45,727	\$46,377	\$47,393	\$48,446	\$49,502	\$50,555	\$51,606
\$43,026	\$43,676	\$44,326	\$44,976	\$45,626	\$46,276	\$47,309	\$48,365	\$49,409	\$50,453	\$51,508
\$42,760	\$43,410	\$44,060	\$44,710	\$45,360	\$46,010	\$47,035	\$48,071	\$49,114	\$50,171	\$51,225
\$42,560	\$43,210	\$43,860	\$44,510	\$45,160	\$45,810	\$46,842	\$47,885	\$48,934	\$49,986	\$51,039
\$42,358	\$43,008	\$43,658	\$44,308	\$44,958	\$45,608	\$46,641	\$47,696	\$48,733	\$49,782	\$50,840
\$42,150	\$42,800	\$43,450	\$44,100	\$44,750	\$45,400	\$46,433	\$47,485	\$48,533	\$49,576	\$50,631

<b>BASE</b>	<b>1st</b>	<b>2nd</b>	<b>3rd</b>	<b>4th</b>	<b>5th</b>	<b>7th</b>	<b>10th</b>	<b>15th</b>	<b>18th</b>	<b>24th</b>
\$41,823	\$42,473	\$43,123	\$43,773	\$44,423	\$45,073	\$46,089	\$47,133	\$48,180	\$49,236	\$50,290
\$41,423	\$42,073	\$42,723	\$43,373	\$44,023	\$44,673	\$45,695	\$46,749	\$47,797	\$48,847	\$49,903
\$41,193	\$41,843	\$42,493	\$43,143	\$43,793	\$44,443	\$45,438	\$46,523	\$47,567	\$48,624	\$49,677
\$40,846	\$41,496	\$42,146	\$42,796	\$43,446	\$44,096	\$45,102	\$46,147	\$47,202	\$48,245	\$49,298
\$40,352	\$41,002	\$41,652	\$42,302	\$42,952	\$43,602	\$46,046	\$48,432	\$50,787	\$53,144	\$55,526
\$40,335	\$40,985	\$41,635	\$42,285	\$42,935	\$43,585	\$44,608	\$45,654	\$46,707	\$47,761	\$48,812
\$40,183	\$40,833	\$41,483	\$42,133	\$42,783	\$43,433	\$44,450	\$45,495	\$46,540	\$47,587	\$48,642
\$40,068	\$40,718	\$41,368	\$42,018	\$42,668	\$43,318	\$44,350	\$45,395	\$46,449	\$47,503	\$48,557
\$39,759	\$40,409	\$41,059	\$41,709	\$42,359	\$43,009	\$44,031	\$45,078	\$46,115	\$47,158	\$48,214
\$39,431	\$40,081	\$40,731	\$41,381	\$42,031	\$42,681	\$43,705	\$44,759	\$45,806	\$46,858	\$47,912
\$39,422	\$40,072	\$40,722	\$41,372	\$42,022	\$42,672	\$43,696	\$44,750	\$45,796	\$46,849	\$47,905
\$39,388	\$40,038	\$40,688	\$41,338	\$41,988	\$42,638	\$43,673	\$44,717	\$45,770	\$46,825	\$47,879
\$38,135	\$38,785	\$39,435	\$40,085	\$40,735	\$41,385	\$42,393	\$43,447	\$44,493	\$45,538	\$46,590
\$38,026	\$38,676	\$39,326	\$39,976	\$40,626	\$41,276	\$42,310	\$43,354	\$44,408	\$45,452	\$46,507
\$37,425	\$38,075	\$38,725	\$39,375	\$40,025	\$40,675	\$41,699	\$42,753	\$43,797	\$44,840	\$45,893
\$37,375	\$38,025	\$38,675	\$39,325	\$39,975	\$40,625	\$41,679	\$42,734	\$43,790	\$44,832	\$45,884
\$36,831	\$37,481	\$38,131	\$38,781	\$39,431	\$40,081	\$41,105	\$42,141	\$43,194	\$44,250	\$45,303
\$32,228	\$32,878	\$33,528	\$34,178	\$34,828	\$35,478	\$35,889	\$36,802	\$37,689	\$38,592	\$39,644

## 2020 SALARY PLAN

BASE	1st	2nd	3rd	4th	5th	7th	10th	15th	18th	24th
\$69,900	\$70,563	\$71,226	\$71,889	\$72,552	\$73,215	\$74,259	\$75,339	\$76,403	\$77,469	\$78,543
\$68,991	\$69,654	\$70,317	\$70,980	\$71,643	\$72,306	\$73,350	\$74,428	\$75,494	\$76,560	\$77,632
\$66,987	\$67,650	\$68,313	\$68,976	\$69,639	\$70,302	\$71,363	\$72,422	\$73,496	\$74,556	\$75,630
\$64,822	\$65,485	\$66,148	\$66,811	\$67,474	\$68,137	\$69,182	\$70,247	\$71,321	\$72,398	\$73,473
\$64,106	\$64,769	\$65,432	\$66,095	\$66,758	\$67,421	\$68,463	\$69,538	\$70,614	\$71,680	\$72,755
\$62,219	\$62,882	\$63,545	\$64,208	\$64,871	\$65,534	\$66,587	\$67,647	\$68,728	\$69,806	\$70,879
\$61,688	\$62,351	\$63,014	\$63,677	\$64,340	\$65,003	\$66,049	\$67,135	\$68,194	\$69,258	\$70,333
\$60,611	\$61,274	\$61,937	\$62,600	\$63,263	\$63,926	\$64,992	\$66,058	\$67,135	\$68,208	\$69,284
\$60,496	\$61,159	\$61,822	\$62,485	\$63,148	\$63,811	\$64,865	\$65,931	\$66,979	\$68,053	\$69,128
\$58,696	\$59,359	\$60,022	\$60,685	\$61,348	\$62,011	\$63,063	\$64,122	\$65,196	\$66,264	\$67,335
\$58,355	\$59,018	\$59,681	\$60,344	\$61,007	\$61,670	\$62,586	\$63,608	\$64,660	\$65,699	\$66,776
\$58,066	\$58,729	\$59,392	\$60,055	\$60,718	\$61,381	\$62,432	\$63,500	\$64,566	\$65,631	\$66,709
\$57,991	\$58,654	\$59,317	\$59,980	\$60,643	\$61,306	\$62,338	\$63,415	\$64,481	\$65,556	\$66,631
\$57,247	\$57,910	\$58,573	\$59,236	\$59,899	\$60,562	\$61,606	\$62,673	\$63,737	\$64,815	\$65,888
\$56,983	\$57,646	\$58,309	\$58,972	\$59,635	\$60,298	\$61,341	\$62,419	\$63,486	\$64,549	\$65,625
\$56,904	\$57,567	\$58,230	\$58,893	\$59,556	\$60,219	\$61,271	\$62,330	\$63,405	\$64,472	\$65,544
\$55,252	\$55,915	\$56,578	\$57,241	\$57,904	\$58,567	\$59,628	\$60,691	\$61,776	\$62,842	\$63,915
\$54,151	\$54,814	\$55,477	\$56,140	\$56,803	\$57,466	\$58,510	\$59,577	\$60,649	\$61,717	\$62,792
\$53,898	\$54,561	\$55,224	\$55,887	\$56,550	\$57,213	\$58,247	\$59,320	\$60,395	\$61,454	\$62,527
\$53,235	\$53,898	\$54,561	\$55,224	\$55,887	\$56,550	\$59,263	\$61,918	\$64,539	\$67,162	\$69,811
\$53,222	\$53,885	\$54,548	\$55,211	\$55,874	\$56,537	\$57,580	\$58,654	\$59,713	\$60,777	\$61,853
\$53,178	\$53,841	\$54,504	\$55,167	\$55,830	\$56,493	\$57,538	\$58,605	\$59,678	\$60,743	\$61,817
\$52,616	\$53,279	\$53,942	\$54,605	\$55,268	\$55,931	\$56,983	\$58,040	\$59,107	\$60,181	\$61,254
\$52,367	\$53,030	\$53,693	\$54,356	\$55,019	\$55,682	\$56,743	\$57,793	\$58,864	\$59,935	\$61,009
\$50,855	\$51,518	\$52,181	\$52,844	\$53,507	\$54,170	\$56,790	\$59,353	\$61,881	\$64,413	\$66,970
\$50,550	\$51,213	\$51,876	\$52,539	\$53,202	\$53,865	\$54,918	\$55,982	\$57,051	\$58,118	\$59,193
\$50,294	\$50,957	\$51,620	\$52,283	\$52,946	\$53,609	\$54,661	\$55,702	\$56,786	\$57,860	\$58,936
\$49,586	\$50,249	\$50,912	\$51,575	\$52,238	\$52,901	\$53,946	\$54,995	\$56,077	\$57,154	\$58,228
\$48,744	\$49,407	\$50,070	\$50,733	\$51,396	\$52,059	\$53,101	\$54,184	\$55,225	\$56,298	\$57,372
\$47,751	\$48,414	\$49,077	\$49,740	\$50,403	\$51,066	\$52,114	\$53,178	\$54,245	\$55,320	\$56,394
\$47,618	\$48,281	\$48,944	\$49,607	\$50,270	\$50,933	\$53,554	\$56,116	\$58,644	\$61,176	\$63,733
\$46,909	\$47,572	\$48,235	\$48,898	\$49,561	\$50,224	\$51,139	\$52,163	\$53,216	\$54,253	\$55,329
\$46,380	\$47,043	\$47,706	\$48,369	\$49,032	\$49,695	\$50,749	\$51,820	\$52,872	\$53,946	\$55,022
\$45,544	\$46,207	\$46,870	\$47,533	\$48,196	\$48,859	\$49,902	\$50,978	\$52,051	\$53,117	\$54,193
\$45,231	\$45,894	\$46,557	\$47,220	\$47,883	\$48,546	\$49,586	\$50,660	\$51,717	\$52,785	\$53,860
\$44,956	\$45,619	\$46,282	\$46,945	\$47,608	\$48,271	\$50,998	\$53,668	\$56,302	\$58,940	\$61,603
\$43,990	\$44,653	\$45,316	\$45,979	\$46,642	\$47,305	\$48,341	\$49,415	\$50,492	\$51,566	\$52,638
\$43,886	\$44,549	\$45,212	\$45,875	\$46,538	\$47,201	\$48,255	\$49,333	\$50,397	\$51,462	\$52,538
\$43,616	\$44,279	\$44,942	\$45,605	\$46,268	\$46,931	\$47,976	\$49,032	\$50,097	\$51,174	\$52,250
\$43,411	\$44,074	\$44,737	\$45,400	\$46,063	\$46,726	\$47,779	\$48,842	\$49,912	\$50,985	\$52,060
\$43,205	\$43,868	\$44,531	\$45,194	\$45,857	\$46,520	\$47,574	\$48,650	\$49,708	\$50,778	\$51,856
\$42,993	\$43,656	\$44,319	\$44,982	\$45,645	\$46,308	\$47,362	\$48,435	\$49,504	\$50,568	\$51,643

<b>BASE</b>	<b>1st</b>	<b>2nd</b>	<b>3rd</b>	<b>4th</b>	<b>5th</b>	<b>7th</b>	<b>10th</b>	<b>15th</b>	<b>18th</b>	<b>24th</b>
\$42,659	\$43,322	\$43,985	\$44,648	\$45,311	\$45,974	\$47,011	\$48,076	\$49,144	\$50,220	\$51,296
\$42,251	\$42,914	\$43,577	\$44,240	\$44,903	\$45,566	\$46,609	\$47,684	\$48,753	\$49,824	\$50,901
\$42,017	\$42,680	\$43,343	\$44,006	\$44,669	\$45,332	\$46,347	\$47,453	\$48,519	\$49,596	\$50,671
\$41,662	\$42,325	\$42,988	\$43,651	\$44,314	\$44,977	\$46,004	\$47,070	\$48,146	\$49,210	\$50,284
\$41,159	\$41,822	\$42,485	\$43,148	\$43,811	\$44,474	\$46,967	\$49,400	\$51,803	\$54,207	\$56,636
\$41,141	\$41,804	\$42,467	\$43,130	\$43,793	\$44,456	\$45,500	\$46,567	\$47,641	\$48,716	\$49,789
\$40,987	\$41,650	\$42,313	\$42,976	\$43,639	\$44,302	\$45,339	\$46,405	\$47,471	\$48,539	\$49,615
\$40,870	\$41,533	\$42,196	\$42,859	\$43,522	\$44,185	\$45,238	\$46,303	\$47,378	\$48,453	\$49,528
\$40,554	\$41,217	\$41,880	\$42,543	\$43,206	\$43,869	\$44,912	\$45,979	\$47,037	\$48,101	\$49,178
\$40,219	\$40,882	\$41,545	\$42,208	\$42,871	\$43,534	\$44,579	\$45,654	\$46,722	\$47,796	\$48,870
\$40,211	\$40,874	\$41,537	\$42,200	\$42,863	\$43,526	\$44,570	\$45,645	\$46,711	\$47,786	\$48,863
\$40,175	\$40,838	\$41,501	\$42,164	\$42,827	\$43,490	\$44,546	\$45,612	\$46,685	\$47,761	\$48,837
\$38,898	\$39,561	\$40,224	\$40,887	\$41,550	\$42,213	\$43,241	\$44,316	\$45,383	\$46,449	\$47,522
\$38,786	\$39,449	\$40,112	\$40,775	\$41,438	\$42,101	\$43,156	\$44,221	\$45,296	\$46,361	\$47,437
\$38,174	\$38,837	\$39,500	\$40,163	\$40,826	\$41,489	\$42,533	\$43,608	\$44,673	\$45,737	\$46,811
\$38,123	\$38,786	\$39,449	\$40,112	\$40,775	\$41,438	\$42,513	\$43,589	\$44,666	\$45,729	\$46,802
\$37,567	\$38,230	\$38,893	\$39,556	\$40,219	\$40,882	\$41,927	\$42,984	\$44,058	\$45,135	\$46,209
\$32,873	\$33,536	\$34,199	\$34,862	\$35,525	\$36,188	\$36,607	\$37,538	\$38,443	\$39,364	\$40,437



## 2021 SALARY PLAN

BASE	1st	2nd	3rd	4th	5th	7th	10th	15th	18th	24th
\$71,298	\$71,975	\$72,651	\$73,327	\$74,004	\$74,680	\$75,745	\$76,846	\$77,932	\$79,018	\$80,114
\$70,371	\$71,047	\$71,723	\$72,399	\$73,076	\$73,752	\$74,817	\$75,917	\$77,004	\$78,091	\$79,185
\$68,327	\$69,003	\$69,679	\$70,355	\$71,032	\$71,708	\$72,791	\$73,871	\$74,966	\$76,047	\$77,142
\$66,118	\$66,794	\$67,471	\$68,147	\$68,823	\$69,499	\$70,565	\$71,652	\$72,748	\$73,846	\$74,943
\$65,388	\$66,065	\$66,741	\$67,417	\$68,093	\$68,770	\$69,832	\$70,929	\$72,026	\$73,114	\$74,210
\$63,464	\$64,140	\$64,816	\$65,493	\$66,169	\$66,845	\$67,919	\$69,000	\$70,102	\$71,202	\$72,296
\$62,922	\$63,598	\$64,275	\$64,951	\$65,627	\$66,303	\$67,370	\$68,477	\$69,557	\$70,643	\$71,740
\$61,823	\$62,499	\$63,175	\$63,852	\$64,528	\$65,204	\$66,292	\$67,379	\$68,477	\$69,572	\$70,670
\$61,706	\$62,382	\$63,058	\$63,735	\$64,411	\$65,087	\$66,162	\$67,250	\$68,319	\$69,414	\$70,510
\$59,870	\$60,546	\$61,223	\$61,899	\$62,575	\$63,251	\$64,324	\$65,404	\$66,500	\$67,589	\$68,681
\$59,522	\$60,198	\$60,875	\$61,551	\$62,227	\$62,903	\$63,838	\$64,880	\$65,954	\$67,013	\$68,111
\$59,227	\$59,903	\$60,580	\$61,256	\$61,932	\$62,608	\$63,681	\$64,770	\$65,857	\$66,944	\$68,043
\$59,151	\$59,827	\$60,503	\$61,179	\$61,856	\$62,532	\$63,584	\$64,683	\$65,770	\$66,867	\$67,964
\$58,392	\$59,068	\$59,744	\$60,420	\$61,097	\$61,773	\$62,838	\$63,927	\$65,012	\$66,111	\$67,206
\$58,122	\$58,799	\$59,475	\$60,151	\$60,827	\$61,504	\$62,567	\$63,668	\$64,755	\$65,840	\$66,938
\$58,042	\$58,719	\$59,395	\$60,071	\$60,747	\$61,424	\$62,496	\$63,576	\$64,673	\$65,761	\$66,855
\$56,357	\$57,033	\$57,709	\$58,385	\$59,062	\$59,738	\$60,821	\$61,905	\$63,011	\$64,099	\$65,194
\$55,234	\$55,910	\$56,586	\$57,263	\$57,939	\$58,615	\$59,680	\$60,769	\$61,862	\$62,951	\$64,048
\$54,976	\$55,652	\$56,328	\$57,005	\$57,681	\$58,357	\$59,412	\$60,506	\$61,603	\$62,683	\$63,778
\$54,300	\$54,976	\$55,652	\$56,329	\$57,005	\$57,681	\$60,449	\$63,157	\$65,830	\$68,505	\$71,207
\$54,287	\$54,963	\$55,639	\$56,315	\$56,992	\$57,668	\$58,732	\$59,827	\$60,907	\$61,993	\$63,090
\$54,242	\$54,918	\$55,594	\$56,270	\$56,947	\$57,623	\$58,689	\$59,777	\$60,871	\$61,958	\$63,054
\$53,668	\$54,345	\$55,021	\$55,697	\$56,373	\$57,050	\$58,122	\$59,201	\$60,289	\$61,385	\$62,479
\$53,414	\$54,090	\$54,766	\$55,443	\$56,119	\$56,795	\$57,878	\$58,949	\$60,041	\$61,134	\$62,229
\$51,872	\$52,548	\$53,224	\$53,901	\$54,577	\$55,253	\$57,926	\$60,540	\$63,119	\$65,702	\$68,309
\$51,561	\$52,238	\$52,914	\$53,590	\$54,266	\$54,943	\$56,016	\$57,102	\$58,192	\$59,280	\$60,377
\$51,300	\$51,976	\$52,653	\$53,329	\$54,005	\$54,681	\$55,754	\$56,816	\$57,922	\$59,018	\$60,115
\$50,578	\$51,254	\$51,931	\$52,607	\$53,283	\$53,960	\$55,025	\$56,095	\$57,199	\$58,297	\$59,393
\$49,719	\$50,395	\$51,071	\$51,748	\$52,424	\$53,100	\$54,163	\$55,268	\$56,330	\$57,424	\$58,520
\$48,707	\$49,383	\$50,059	\$50,735	\$51,412	\$52,088	\$53,156	\$54,242	\$55,329	\$56,426	\$57,522
\$48,570	\$49,247	\$49,923	\$50,599	\$51,275	\$51,952	\$54,625	\$57,238	\$59,817	\$62,399	\$65,007
\$47,847	\$48,524	\$49,200	\$49,876	\$50,552	\$51,229	\$52,162	\$53,207	\$54,280	\$55,338	\$56,435
\$47,308	\$47,984	\$48,660	\$49,337	\$50,013	\$50,689	\$51,764	\$52,856	\$53,930	\$55,025	\$56,122
\$46,455	\$47,132	\$47,808	\$48,484	\$49,160	\$49,837	\$50,900	\$51,997	\$53,092	\$54,180	\$55,277
\$46,135	\$46,812	\$47,488	\$48,164	\$48,841	\$49,517	\$50,578	\$51,673	\$52,752	\$53,841	\$54,938
\$45,855	\$46,531	\$47,207	\$47,884	\$48,560	\$49,236	\$52,018	\$54,741	\$57,428	\$60,118	\$62,835
\$44,870	\$45,546	\$46,222	\$46,898	\$47,575	\$48,251	\$49,308	\$50,404	\$51,502	\$52,597	\$53,691
\$44,764	\$45,440	\$46,116	\$46,793	\$47,469	\$48,145	\$49,220	\$50,319	\$51,405	\$52,492	\$53,588
\$44,488	\$45,164	\$45,840	\$46,517	\$47,193	\$47,869	\$48,935	\$50,013	\$51,098	\$52,198	\$53,295
\$44,280	\$44,956	\$45,632	\$46,308	\$46,985	\$47,661	\$48,735	\$49,819	\$50,910	\$52,005	\$53,101
\$44,069	\$44,745	\$45,422	\$46,098	\$46,774	\$47,450	\$48,525	\$49,623	\$50,702	\$51,793	\$52,894
\$43,853	\$44,529	\$45,205	\$45,882	\$46,558	\$47,234	\$48,309	\$49,404	\$50,494	\$51,579	\$52,676

<b>BASE</b>	<b>1st</b>	<b>2nd</b>	<b>3rd</b>	<b>4th</b>	<b>5th</b>	<b>7th</b>	<b>10th</b>	<b>15th</b>	<b>18th</b>	<b>24th</b>
\$43,513	\$44,189	\$44,865	\$45,541	\$46,218	\$46,894	\$47,951	\$49,038	\$50,127	\$51,225	\$52,322
\$43,096	\$43,772	\$44,449	\$45,125	\$45,801	\$46,477	\$47,541	\$48,638	\$49,728	\$50,820	\$51,919
\$42,857	\$43,533	\$44,210	\$44,886	\$45,562	\$46,239	\$47,274	\$48,402	\$49,489	\$50,588	\$51,684
\$42,496	\$43,172	\$43,848	\$44,525	\$45,201	\$45,877	\$46,924	\$48,012	\$49,109	\$50,194	\$51,290
\$41,982	\$42,659	\$43,335	\$44,011	\$44,687	\$45,364	\$47,906	\$50,388	\$52,839	\$55,291	\$57,769
\$41,964	\$42,640	\$43,317	\$43,993	\$44,669	\$45,345	\$46,410	\$47,498	\$48,594	\$49,691	\$50,784
\$41,807	\$42,483	\$43,159	\$43,835	\$44,512	\$45,188	\$46,246	\$47,333	\$48,420	\$49,509	\$50,607
\$41,687	\$42,363	\$43,040	\$43,716	\$44,392	\$45,068	\$46,142	\$47,229	\$48,326	\$49,422	\$50,519
\$41,365	\$42,041	\$42,718	\$43,394	\$44,070	\$44,746	\$45,810	\$46,899	\$47,978	\$49,064	\$50,162
\$41,024	\$41,700	\$42,376	\$43,053	\$43,729	\$44,405	\$45,471	\$46,567	\$47,657	\$48,752	\$49,847
\$41,015	\$41,691	\$42,367	\$43,044	\$43,720	\$44,396	\$45,461	\$46,558	\$47,646	\$48,741	\$49,841
\$40,979	\$41,655	\$42,331	\$43,008	\$43,684	\$44,360	\$45,437	\$46,524	\$47,619	\$48,717	\$49,814
\$39,676	\$40,352	\$41,028	\$41,705	\$42,381	\$43,057	\$44,106	\$45,202	\$46,291	\$47,378	\$48,472
\$39,562	\$40,238	\$40,915	\$41,591	\$42,267	\$42,943	\$44,019	\$45,105	\$46,202	\$47,289	\$48,386
\$38,937	\$39,613	\$40,290	\$40,966	\$41,642	\$42,318	\$43,383	\$44,480	\$45,567	\$46,652	\$47,747
\$38,885	\$39,562	\$40,238	\$40,914	\$41,590	\$42,267	\$43,363	\$44,461	\$45,559	\$46,643	\$47,738
\$38,319	\$38,995	\$39,671	\$40,348	\$41,024	\$41,700	\$42,766	\$43,844	\$44,940	\$46,038	\$47,133
\$33,530	\$34,207	\$34,883	\$35,559	\$36,235	\$36,912	\$37,339	\$38,288	\$39,212	\$40,151	\$41,246

## 2022 SALARY PLAN

BASE	1st	2nd	3rd	4th	5th	7th	10th	15th	18th	24th
\$72,724	\$73,414	\$74,104	\$74,794	\$75,484	\$76,173	\$77,259	\$78,383	\$79,490	\$80,599	\$81,716
\$71,778	\$72,468	\$73,157	\$73,847	\$74,537	\$75,227	\$76,313	\$77,435	\$78,544	\$79,653	\$80,769
\$69,693	\$70,383	\$71,073	\$71,762	\$72,452	\$73,142	\$74,246	\$75,348	\$76,466	\$77,568	\$78,685
\$67,440	\$68,130	\$68,820	\$69,510	\$70,200	\$70,889	\$71,977	\$73,085	\$74,203	\$75,323	\$76,442
\$66,696	\$67,386	\$68,076	\$68,765	\$69,455	\$70,145	\$71,229	\$72,348	\$73,466	\$74,576	\$75,694
\$64,733	\$65,423	\$66,113	\$66,802	\$67,492	\$68,182	\$69,277	\$70,380	\$71,505	\$72,626	\$73,742
\$64,181	\$64,870	\$65,560	\$66,250	\$66,940	\$67,629	\$68,718	\$69,847	\$70,949	\$72,056	\$73,175
\$63,059	\$63,749	\$64,439	\$65,129	\$65,819	\$66,508	\$67,617	\$68,727	\$69,847	\$70,964	\$72,083
\$62,940	\$63,630	\$64,320	\$65,009	\$65,699	\$66,389	\$67,485	\$68,595	\$69,685	\$70,803	\$71,920
\$61,068	\$61,757	\$62,447	\$63,137	\$63,827	\$64,517	\$65,611	\$66,712	\$67,830	\$68,941	\$70,055
\$60,713	\$61,402	\$62,092	\$62,782	\$63,472	\$64,162	\$65,114	\$66,178	\$67,273	\$68,354	\$69,474
\$60,412	\$61,101	\$61,791	\$62,481	\$63,171	\$63,861	\$64,955	\$66,066	\$67,174	\$68,282	\$69,404
\$60,334	\$61,023	\$61,713	\$62,403	\$63,093	\$63,782	\$64,856	\$65,977	\$67,086	\$68,204	\$69,323
\$59,559	\$60,249	\$60,939	\$61,629	\$62,318	\$63,008	\$64,094	\$65,205	\$66,312	\$67,434	\$68,550
\$59,285	\$59,975	\$60,664	\$61,354	\$62,044	\$62,734	\$63,819	\$64,941	\$66,051	\$67,157	\$68,277
\$59,203	\$59,893	\$60,583	\$61,273	\$61,962	\$62,652	\$63,746	\$64,848	\$65,967	\$67,076	\$68,192
\$57,484	\$58,173	\$58,863	\$59,553	\$60,243	\$60,933	\$62,037	\$63,143	\$64,271	\$65,381	\$66,497
\$56,338	\$57,028	\$57,718	\$58,408	\$59,098	\$59,787	\$60,873	\$61,984	\$63,100	\$64,210	\$65,329
\$56,075	\$56,765	\$57,455	\$58,145	\$58,835	\$59,524	\$60,600	\$61,717	\$62,835	\$63,937	\$65,054
\$55,386	\$56,076	\$56,765	\$57,455	\$58,145	\$58,835	\$61,658	\$64,420	\$67,147	\$69,875	\$72,631
\$55,372	\$56,062	\$56,752	\$57,442	\$58,132	\$58,821	\$59,906	\$61,024	\$62,126	\$63,233	\$64,352
\$55,326	\$56,016	\$56,706	\$57,396	\$58,086	\$58,775	\$59,863	\$60,972	\$62,089	\$63,197	\$64,315
\$54,742	\$55,432	\$56,121	\$56,811	\$57,501	\$58,191	\$59,285	\$60,385	\$61,495	\$62,613	\$63,729
\$54,482	\$55,172	\$55,862	\$56,552	\$57,241	\$57,931	\$59,036	\$60,128	\$61,242	\$62,356	\$63,474
\$52,909	\$53,599	\$54,289	\$54,979	\$55,668	\$56,358	\$59,085	\$61,751	\$64,381	\$67,016	\$69,675
\$52,593	\$53,282	\$53,972	\$54,662	\$55,352	\$56,041	\$57,137	\$58,244	\$59,356	\$60,466	\$61,584
\$52,326	\$53,016	\$53,706	\$54,395	\$55,085	\$55,775	\$56,869	\$57,952	\$59,080	\$60,198	\$61,317
\$51,590	\$52,280	\$52,969	\$53,659	\$54,349	\$55,039	\$56,126	\$57,217	\$58,343	\$59,463	\$60,581
\$50,713	\$51,403	\$52,093	\$52,783	\$53,472	\$54,162	\$55,246	\$56,373	\$57,456	\$58,573	\$59,690
\$49,681	\$50,370	\$51,060	\$51,750	\$52,440	\$53,130	\$54,219	\$55,326	\$56,436	\$57,555	\$58,673
\$49,542	\$50,232	\$50,921	\$51,611	\$52,301	\$52,991	\$55,717	\$58,383	\$61,013	\$63,647	\$66,308
\$48,804	\$49,494	\$50,184	\$50,874	\$51,563	\$52,253	\$53,205	\$54,271	\$55,366	\$56,445	\$57,564
\$48,254	\$48,944	\$49,634	\$50,323	\$51,013	\$51,703	\$52,799	\$53,914	\$55,008	\$56,126	\$57,245
\$47,384	\$48,074	\$48,764	\$49,454	\$50,144	\$50,833	\$51,918	\$53,037	\$54,154	\$55,263	\$56,382
\$47,058	\$47,748	\$48,438	\$49,128	\$49,817	\$50,507	\$51,590	\$52,706	\$53,807	\$54,918	\$56,036
\$46,772	\$47,462	\$48,151	\$48,841	\$49,531	\$50,221	\$53,059	\$55,836	\$58,577	\$61,321	\$64,092
\$45,767	\$46,457	\$47,147	\$47,836	\$48,526	\$49,216	\$50,294	\$51,412	\$52,532	\$53,649	\$54,765
\$45,659	\$46,349	\$47,039	\$47,728	\$48,418	\$49,108	\$50,204	\$51,326	\$52,433	\$53,541	\$54,660
\$45,378	\$46,067	\$46,757	\$47,447	\$48,137	\$48,827	\$49,914	\$51,013	\$52,120	\$53,242	\$54,360
\$45,165	\$45,855	\$46,545	\$47,235	\$47,924	\$48,614	\$49,709	\$50,816	\$51,929	\$53,045	\$54,163
\$44,950	\$45,640	\$46,330	\$47,020	\$47,710	\$48,399	\$49,496	\$50,616	\$51,716	\$52,829	\$53,951
\$44,730	\$45,420	\$46,109	\$46,799	\$47,489	\$48,179	\$49,275	\$50,392	\$51,504	\$52,611	\$53,730

<b>BASE</b>	<b>1st</b>	<b>2nd</b>	<b>3rd</b>	<b>4th</b>	<b>5th</b>	<b>7th</b>	<b>10th</b>	<b>15th</b>	<b>18th</b>	<b>24th</b>
\$44,383	\$45,073	\$45,762	\$46,452	\$47,142	\$47,832	\$48,910	\$50,018	\$51,129	\$52,249	\$53,368
\$43,958	\$44,648	\$45,337	\$46,027	\$46,717	\$47,407	\$48,492	\$49,611	\$50,723	\$51,837	\$52,958
\$43,714	\$44,404	\$45,094	\$45,784	\$46,474	\$47,163	\$48,220	\$49,371	\$50,479	\$51,600	\$52,718
\$43,346	\$44,035	\$44,725	\$45,415	\$46,105	\$46,795	\$47,862	\$48,972	\$50,091	\$51,198	\$52,316
\$42,822	\$43,512	\$44,202	\$44,891	\$45,581	\$46,271	\$48,864	\$51,396	\$53,895	\$56,397	\$58,924
\$42,803	\$43,493	\$44,183	\$44,873	\$45,563	\$46,252	\$47,338	\$48,448	\$49,566	\$50,685	\$51,800
\$42,643	\$43,332	\$44,022	\$44,712	\$45,402	\$46,092	\$47,171	\$48,279	\$49,389	\$50,500	\$51,620
\$42,521	\$43,211	\$43,900	\$44,590	\$45,280	\$45,970	\$47,065	\$48,174	\$49,292	\$50,410	\$51,529
\$42,192	\$42,882	\$43,572	\$44,262	\$44,952	\$45,641	\$46,726	\$47,837	\$48,937	\$50,045	\$51,165
\$41,844	\$42,534	\$43,224	\$43,914	\$44,603	\$45,293	\$46,380	\$47,498	\$48,610	\$49,727	\$50,844
\$41,835	\$42,525	\$43,215	\$43,904	\$44,594	\$45,284	\$46,370	\$47,489	\$48,599	\$49,716	\$50,837
\$41,798	\$42,488	\$43,178	\$43,868	\$44,558	\$45,247	\$46,346	\$47,455	\$48,571	\$49,691	\$50,810
\$40,469	\$41,159	\$41,849	\$42,539	\$43,228	\$43,918	\$44,988	\$46,106	\$47,217	\$48,325	\$49,442
\$40,353	\$41,043	\$41,733	\$42,423	\$43,112	\$43,802	\$44,900	\$46,007	\$47,126	\$48,234	\$49,353
\$39,716	\$40,406	\$41,095	\$41,785	\$42,475	\$43,165	\$44,251	\$45,370	\$46,478	\$47,585	\$48,702
\$39,663	\$40,353	\$41,043	\$41,732	\$42,422	\$43,112	\$44,230	\$45,350	\$46,470	\$47,576	\$48,693
\$39,085	\$39,775	\$40,465	\$41,155	\$41,844	\$42,534	\$43,621	\$44,721	\$45,838	\$46,958	\$48,076
\$34,201	\$34,891	\$35,581	\$36,270	\$36,960	\$37,650	\$38,086	\$39,054	\$39,996	\$40,954	\$42,071

## 2023 SALARY PLAN

BASE	1st	2nd	3rd	4th	5th	7th	10th	15th	18th	24th
\$74,179	\$74,883	\$75,586	\$76,290	\$76,993	\$77,697	\$78,805	\$79,951	\$81,080	\$82,211	\$83,351
\$73,213	\$73,917	\$74,621	\$75,324	\$76,028	\$76,731	\$77,839	\$78,984	\$80,115	\$81,246	\$82,384
\$71,087	\$71,790	\$72,494	\$73,198	\$73,901	\$74,605	\$75,731	\$76,855	\$77,995	\$79,120	\$80,259
\$68,789	\$69,493	\$70,196	\$70,900	\$71,604	\$72,307	\$73,416	\$74,547	\$75,687	\$76,829	\$77,970
\$68,030	\$68,734	\$69,437	\$70,141	\$70,844	\$71,548	\$72,653	\$73,795	\$74,936	\$76,068	\$77,208
\$66,028	\$66,731	\$67,435	\$68,138	\$68,842	\$69,546	\$70,663	\$71,788	\$72,935	\$74,078	\$75,217
\$65,464	\$66,168	\$66,871	\$67,575	\$68,278	\$68,982	\$70,092	\$71,244	\$72,368	\$73,497	\$74,638
\$64,321	\$65,024	\$65,728	\$66,431	\$67,135	\$67,838	\$68,970	\$70,102	\$71,244	\$72,383	\$73,525
\$64,199	\$64,902	\$65,606	\$66,309	\$67,013	\$67,717	\$68,835	\$69,967	\$71,079	\$72,219	\$73,359
\$62,289	\$62,993	\$63,696	\$64,400	\$65,103	\$65,807	\$66,923	\$68,046	\$69,186	\$70,319	\$71,456
\$61,927	\$62,630	\$63,334	\$64,038	\$64,741	\$65,445	\$66,417	\$67,502	\$68,618	\$69,721	\$70,863
\$61,620	\$62,323	\$63,027	\$63,731	\$64,434	\$65,138	\$66,254	\$67,387	\$68,517	\$69,648	\$70,792
\$61,540	\$62,244	\$62,947	\$63,651	\$64,355	\$65,058	\$66,153	\$67,297	\$68,427	\$69,568	\$70,710
\$60,751	\$61,454	\$62,158	\$62,861	\$63,565	\$64,268	\$65,376	\$66,509	\$67,639	\$68,782	\$69,921
\$60,471	\$61,174	\$61,878	\$62,581	\$63,285	\$63,988	\$65,095	\$66,240	\$67,372	\$68,500	\$69,642
\$60,387	\$61,091	\$61,794	\$62,498	\$63,202	\$63,905	\$65,021	\$66,145	\$67,286	\$68,418	\$69,556
\$58,633	\$59,337	\$60,041	\$60,744	\$61,448	\$62,151	\$63,278	\$64,406	\$65,557	\$66,689	\$67,827
\$57,465	\$58,169	\$58,872	\$59,576	\$60,280	\$60,983	\$62,091	\$63,224	\$64,362	\$65,495	\$66,636
\$57,197	\$57,900	\$58,604	\$59,308	\$60,011	\$60,715	\$61,812	\$62,951	\$64,092	\$65,216	\$66,355
\$56,494	\$57,197	\$57,901	\$58,604	\$59,308	\$60,012	\$62,891	\$65,708	\$68,489	\$71,273	\$74,084
\$56,480	\$57,183	\$57,887	\$58,591	\$59,294	\$59,998	\$61,104	\$62,244	\$63,368	\$64,498	\$65,639
\$56,433	\$57,137	\$57,840	\$58,544	\$59,247	\$59,951	\$61,060	\$62,192	\$63,331	\$64,461	\$65,601
\$55,837	\$56,540	\$57,244	\$57,947	\$58,651	\$59,355	\$60,471	\$61,593	\$62,725	\$63,865	\$65,004
\$55,572	\$56,275	\$56,979	\$57,683	\$58,386	\$59,090	\$60,216	\$61,331	\$62,467	\$63,604	\$64,744
\$53,967	\$54,671	\$55,375	\$56,078	\$56,782	\$57,485	\$60,266	\$62,986	\$65,669	\$68,356	\$71,069
\$53,644	\$54,348	\$55,052	\$55,755	\$56,459	\$57,162	\$58,280	\$59,409	\$60,543	\$61,675	\$62,816
\$53,373	\$54,076	\$54,780	\$55,483	\$56,187	\$56,891	\$58,007	\$59,111	\$60,262	\$61,402	\$62,543
\$52,622	\$53,325	\$54,029	\$54,732	\$55,436	\$56,139	\$57,248	\$58,362	\$59,510	\$60,652	\$61,792
\$51,728	\$52,431	\$53,135	\$53,838	\$54,542	\$55,245	\$56,351	\$57,500	\$58,605	\$59,744	\$60,884
\$50,674	\$51,378	\$52,081	\$52,785	\$53,489	\$54,192	\$55,303	\$56,433	\$57,565	\$58,706	\$59,846
\$50,533	\$51,236	\$51,940	\$52,643	\$53,347	\$54,051	\$56,831	\$59,551	\$62,234	\$64,920	\$67,634
\$49,780	\$50,484	\$51,187	\$51,891	\$52,595	\$53,298	\$54,269	\$55,356	\$56,473	\$57,574	\$58,715
\$49,219	\$49,923	\$50,626	\$51,330	\$52,033	\$52,737	\$53,855	\$54,992	\$56,108	\$57,248	\$58,390
\$48,332	\$49,036	\$49,739	\$50,443	\$51,146	\$51,850	\$52,957	\$54,098	\$55,237	\$56,369	\$57,510
\$47,999	\$48,703	\$49,407	\$50,110	\$50,814	\$51,517	\$52,622	\$53,760	\$54,883	\$56,016	\$57,157
\$47,707	\$48,411	\$49,114	\$49,818	\$50,522	\$51,225	\$54,120	\$56,953	\$59,748	\$62,547	\$65,374
\$46,682	\$47,386	\$48,090	\$48,793	\$49,497	\$50,200	\$51,300	\$52,440	\$53,582	\$54,722	\$55,860
\$46,572	\$47,276	\$47,979	\$48,683	\$49,387	\$50,090	\$51,209	\$52,352	\$53,482	\$54,612	\$55,753
\$46,285	\$46,989	\$47,692	\$48,396	\$49,100	\$49,803	\$50,912	\$52,033	\$53,163	\$54,306	\$55,448
\$46,068	\$46,772	\$47,476	\$48,179	\$48,883	\$49,586	\$50,704	\$51,832	\$52,967	\$54,106	\$55,246
\$45,849	\$46,553	\$47,257	\$47,960	\$48,664	\$49,367	\$50,486	\$51,628	\$52,750	\$53,886	\$55,030
\$45,624	\$46,328	\$47,032	\$47,735	\$48,439	\$49,142	\$50,261	\$51,400	\$52,534	\$53,663	\$54,804

<b>BASE</b>	<b>1st</b>	<b>nd</b>	<b>3rd</b>	<b>4th</b>	<b>5th</b>	<b>7th</b>	<b>10th</b>	<b>15th</b>	<b>18th</b>	<b>24th</b>
\$45,271	\$45,974	\$46,678	\$47,381	\$48,085	\$48,788	\$49,888	\$51,019	\$52,152	\$53,294	\$54,435
\$44,837	\$45,541	\$46,244	\$46,948	\$47,651	\$48,355	\$49,462	\$50,603	\$51,737	\$52,873	\$54,017
\$44,589	\$45,292	\$45,996	\$46,699	\$47,403	\$48,107	\$49,184	\$50,358	\$51,489	\$52,632	\$53,772
\$44,213	\$44,916	\$45,620	\$46,323	\$47,027	\$47,730	\$48,820	\$49,951	\$51,093	\$52,222	\$53,362
\$43,679	\$44,382	\$45,086	\$45,789	\$46,493	\$47,196	\$49,842	\$52,424	\$54,973	\$57,525	\$60,103
\$43,660	\$44,363	\$45,067	\$45,770	\$46,474	\$47,177	\$48,285	\$49,417	\$50,557	\$51,698	\$52,836
\$43,496	\$44,199	\$44,903	\$45,606	\$46,310	\$47,013	\$48,114	\$49,245	\$50,377	\$51,510	\$52,652
\$43,371	\$44,075	\$44,778	\$45,482	\$46,186	\$46,889	\$48,006	\$49,137	\$50,278	\$51,418	\$52,559
\$43,036	\$43,740	\$44,443	\$45,147	\$45,851	\$46,554	\$47,661	\$48,794	\$49,916	\$51,046	\$52,188
\$42,681	\$43,385	\$44,088	\$44,792	\$45,496	\$46,199	\$47,308	\$48,448	\$49,582	\$50,721	\$51,861
\$42,672	\$43,375	\$44,079	\$44,783	\$45,486	\$46,190	\$47,298	\$48,439	\$49,571	\$50,711	\$51,854
\$42,634	\$43,338	\$44,042	\$44,745	\$45,449	\$46,152	\$47,273	\$48,404	\$49,542	\$50,685	\$51,826
\$41,279	\$41,982	\$42,686	\$43,389	\$44,093	\$44,797	\$45,888	\$47,028	\$48,161	\$49,292	\$50,431
\$41,160	\$41,864	\$42,568	\$43,271	\$43,975	\$44,678	\$45,798	\$46,927	\$48,068	\$49,199	\$50,340
\$40,510	\$41,214	\$41,917	\$42,621	\$43,324	\$44,028	\$45,136	\$46,277	\$47,408	\$48,536	\$49,676
\$40,456	\$41,160	\$41,863	\$42,567	\$43,271	\$43,974	\$45,115	\$46,257	\$47,399	\$48,528	\$49,667
\$39,867	\$40,570	\$41,274	\$41,978	\$42,681	\$43,385	\$44,494	\$45,615	\$46,755	\$47,897	\$49,037
\$34,885	\$35,589	\$36,292	\$36,996	\$37,699	\$38,403	\$38,848	\$39,835	\$40,796	\$41,773	\$42,912

## APPENDIX B

### 1. Definitions

Meritorious Rating - A meritorious rating is an overall point rating of more than 28 points with no single category rated as unacceptable.

Satisfactory Rating - A satisfactory rating is an overall point rating of between 22 and 27 points with no single category rated as unacceptable.

Unsatisfactory Rating - An unsatisfactory rating is an overall point rating of less than 22 points or an unacceptable rating in any category.

Anniversary Date - The anniversary date is based on the employees first date of permanent employment on a continuous basis in Saratoga County. As such, work performed as a provisional or temporary employee will not count toward the employee's original date of hire.

Department Head - For purposes of the evaluation system, Department Heads are those persons so designated by the Board of Supervisors as the ultimate supervisor of the employee involved, whose ratings are not subject to further review.

Days - Days shall mean all days other than Saturdays, Sundays and legal holidays.

### 2. Procedures to be followed

A. Insofar as possible, each employee shall be hired at the base salary for the position to be encumbered as stated in the compensation plan in effect when the employee is hired. If it is necessary to hire an employee at a salary higher than the base salary, the employee shall only be entitled to receive the remaining merit and longevity increases as provided in Article 3, Section 3 and Article 4, Section 1.

B. Four (4) months prior to each successive date of hire of each employee covered under this appendix, the Department Head shall evaluate the employee in accordance with the form contained in Appendix C. Within ten (10) days after the aforementioned date, the Department Head shall deliver a copy of the evaluation to the employee indicating the overall rating. All ratings should be accompanied by a written documentation and must deal solely with the factors set forth on the aforementioned evaluation form.

**APPENDIX C – EVALUATION FORM**

**Saratoga County Performance Appraisal Form**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Department: \_\_\_\_\_ Salary: \$ \_\_\_\_\_

Anniversary Date: \_\_\_\_\_ Due Date: \_\_\_\_\_

Rating Period From: \_\_\_\_\_ To: \_\_\_\_\_

Type of Evaluation Merit Annual Probationary

**1. Job Knowledge**

Appraise how well employee understands job duties and responsibilities

Superior	Above Average	Average	Needs Improvement	Unacceptable
4	3	2	1	0

Comments:

**2. Productivity**

Evaluate the volume of work or service in relation to department standards

Superior	Above Average	Average	Needs Improvement	Unacceptable
4	3	2	1	0

Comments:

**3. Accuracy**

Appraise overall quality of work

Superior	Above Average	Average	Needs Improvement	Unacceptable
4	3	2	1	0

Comments:

**4. Dependability**

Rate the ability to assume responsibility and carry out instructions in a reliable manner

Superior	Above Average	Average	Needs Improvement	Unacceptable
4	3	2	1	0

Comments:

**5. Courtesy**

Rate the degree of courteousness with clients, public and co-workers

Superior	Above Average	Average	Needs Improvement	Unacceptable
4	3	2	1	0

Comments:

**6. Initiative**

Rate how well employee originates action beyond the scope of responsibilities

Superior	Above Average	Average	Needs Improvement	Unacceptable
4	3	2	1	0

Comments:



7. Attendance

To what degree does the employee report for work regularly, understand and follow attendance policy

Superior	Above Average	Average	Needs Improvement	Unacceptable
4	3	2	1	0

Comments:

8. Punctuality

Rate punctuality for the evaluation period

Superior	Above Average	Average	Needs Improvement	Unacceptable
4	3	2	1	0

Comments:

9. Cooperation/Teamwork

Rate ability and willingness to work cooperatively with co-workers, supervisors and other agencies

Superior	Above Average	Average	Needs Improvement	Unacceptable
4	3	2	1	0

Comments:

10. Decisiveness

Rate ability to make appropriate decisions and accept responsibility for them

Superior	Above Average	Average	Needs Improvement	Unacceptable
4	3	2	1	0

Comments:

11. Communications

Evaluate ability to express self verbally and in writing

Superior	Above Average	Average	Needs Improvement	Unacceptable
4	3	2	1	0

Comments:

Total Performance Rating Points: \_\_\_\_\_

Performance Rating: \_\_\_\_\_ Meritorious \_\_\_\_\_ Satisfactory \_\_\_\_\_ Unsatisfactory

Completed by: \_\_\_\_\_ Date: \_\_\_\_\_

My supervisor has discussed this performance evaluation with me. In signing this report, I am only acknowledging my awareness of the comments and do not necessarily agree or disagree with the final assessment.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Comments:

Department Head Signature \_\_\_\_\_ Date \_\_\_\_\_

Comments:

Witness Statement

The foregoing evaluation was discussed with \_\_\_\_\_ on \_\_\_\_\_

Signature of witness (if necessary) \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX D**

**POSITIONS EXCLUDED FROM THE BARGAINING UNIT  
IN ADDITION TO PART-TIME, TEMPORARY, SEASONAL EMPLOYEES,  
EMPLOYEES WORKING UNDER THE SHERIFF'S DEPARTMENT, ELECTED  
OFFICIALS AND APPOINTED EMPLOYEES AND ALL DEPARTMENT HEADS)**

Aging Services: Deputy Director, Office for the Aging Confidential Secretary	Animal Shelter: Deputy Director of Animal Shelter
Auditor: Deputy Chief Auditor	Clerk- Legislative Board: Deputy Clerk of the Board  Legislative Clerk Confidential
County Administrator: Deputy County Administrator Management Analyst Director of Finance Confidential Secretary	County Attorney: 1 <sup>st</sup> Assistant County Attorney Assistant County Attorney(s) Confidential Secretary to County Attorney
County Clerk: Deputy County Clerk (2) Communications Director Service and Process Director Motor Vehicle Director Confidential Secretary to County Clerk	District Attorney: 1st Assistant District Attorney Senior Assistant District Attorney(s) Assistant District Attorney(s) Confidential Secretary
Election Board: Deputy Commissioner of Elections (2) Senior Clerk (s) Clerk(s) Election Voting Machine Technician(s)	Emergency Services: Deputy Director Fire/Emergency Services
Human Resources: Deputy Director of Human Resources Labor Attorney Workers Compensation Specialist Human Resources Manager Human Resources Specialist Healthcare Specialist Civil Service Specialist (s) Human Resources Clerk (conf.) Typist (conf.)	Information Technology: Deputy Director of Information Technology

Mental Health & Addiction Services:  
Deputy Commissioner of Mental Health&Addiction Serv.  
Psychologist  
Administrative Officer (Mental Health)  
Single Point of Access Coordinator  
Substance Abuse Program Coordinator  
Mental Health Program Coordinator(s)

Probation:  
Confidential Secretary

Public Defender:  
Assistant Public Defender(s)  
1<sup>st</sup> Assistant Public Defender  
Confidential Secretary

Public Health Services:  
Director of Patient Services  
Confidential Secretary

Public Works:  
Deputy Commissioner Public Works  
Confidential Secretary DPW

Real Property Tax:  
Real Property Services Specialist  
Real Property Information Specialist

Sewer District:  
Chief Wastewater Treatment Plant Operator  
Asst. Chief Wastewater Treatment Plant Operator  
Maintenance Manager  
Asst. Maintenance Manager  
Confidential Secretary to Executive Director

County Treasurer:  
Deputy County Treasurer(s)  
Payroll Supervisor  
Confidential Secretary  
Payroll Clerk (conf.)

Social Services:  
Deputy Commissioner of Social Services  
Director of Eligibility/Income Maintenance  
Director of Administrative Services  
Confidential Secretary to Commissioner of Social Services  
Director of Social Services

Veterans' Service Agency:  
Veteran's Service Officer

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