Title: **Rensselaer County and United Public Service Employees Union (2003) (MOA)**

K#: **820289**

#820289

COLLECTIVE BARGAINING AGREEMENT

By and Between

RENSSELAER COUNTY

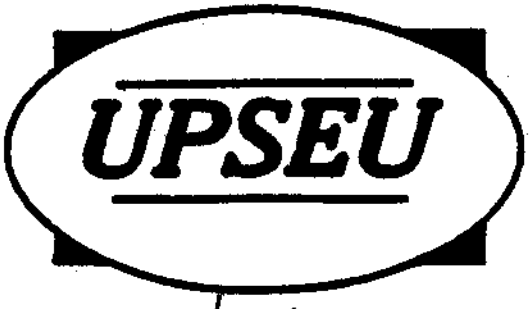
(General unit)

3/17/99

1,100 emp'lees

and the

UNITED PUBLIC SERVICE EMPLOYEES UNION



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SECTION 1

PARTIES TO THE AGREEMENT

1.1 The parties to this Agreement are the County of Rensselaer hereinafter referred to as the "Employer" and United Public Service Employees Union as the "Union".

1.2 The employer recognizes the Union as the sole and exclusive representative of all employees determined to be in the negotiating unit in any and all proceedings under the Public Employees Fair Employment Act for the term of this agreement.

SECTION 2

SCOPE OF THE AGREEMENT

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

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

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

SECTION 3

AFFIRMATION NOT TO STRIKE

3.1 The Union shall not engage in a strike, nor shall the Union cause, instigate, encourage or condone a strike.

SECTION 4

COLLECTIVE BARGAINING UNIT

4.1 The Union is recognized as the sole and exclusive representative of all employees with the exception of those employees listed below:

a. All elected and appointed officials;

b. Heads of all departments, and such departmental deputies as noted in Addendum I of this Agreement;

c. All part-time employees who regularly work less than one-half (½) the normal work week;

d. All seasonal employees;

e. All personnel employed by Hudson Valley Community College;

f. All personnel employed by the Sheriff's Department;

g. All employees serving in the positions designated as Management or Confidential as set forth in Addendum I attached hereto and incorporated herein by the reference.

4.2 Any positions not covered by the terms of Section 1 which are established subsequent to the date of execution of this Agreement shall be reviewed by the Employer and the Union for the purpose of incorporating such positions in either Addendum I or Addendum II of this Agreement. The Employer and the Union agree to meet quarterly to make such determinations. If no agreement can be made on the placement of the title, both parties agree to submit the title to the Public Employment Relations Board for a final decision. In the interim, the title will not be placed in either Addendum I or Addendum II of the Agreement until a decision from the Public Employment Relations Board is rendered.

SECTION 5

COLLECTION OF DUES

5.1 MEMBERSHIP DUES

The employer shall deduct from the wages of employees and remit to United Public Service Employees Union, regular membership dues and other UPSEU authorized deductions for those employees who have signed the appropriate payroll deduction authorization(s) permitting such deduction and no other employee organization shall be accorded such payroll deduction privilege.

5.2 AGENCY SHOP

UPSEU shall have exclusive rights to payroll deductions of dues and union sponsored insurance and benefit program premiums for employees covered by this agreement.

The County shall notify all employees who are currently on the payroll within the titles covered by this Agreement that those employees who are not members of the Union shall have deducted from their salary an agency fee.

Every employee appointed after the effective date of this provision who does not join the Union at the time of appointment shall have an agency fee deducted. If the employee joins the Union, such agency fee deduction shall be discontinued. On the same date the dues check-off authorization takes effect. The Union shall be obligated to immediately provide the County with the name of any employee in connection with whom such agency fee deduction should be discontinued.

An employee who terminates Union membership shall have deducted from his/her salary an agency fee. Such agency fee shall be effective on the same date as the revocation of authorization for dues deduction takes effect.

The agency fee for each employee covered by this agreement shall be deducted from the employee's regular paycheck only, shall be in an amount equal to the periodic dues levied by the Union for employees in the affected titles, and shall be deducted in accordance with the same rules and procedures currently employed by the County in connection with the authorized dues deduction. The Union shall certify to the County the appropriate amount of rate for the agency fee deduction.

Changes in the amount of any agency fee deduction shall be effective at the same times as is the practice with change in membership dues deductions. Request for changes in the rate of dues deductions shall be deemed to be a request for a change in the agency fee.

Upon receipt by the County of notice of change in the amount of the agency fee deductions, employees having the agency fee deducted shall be notified, in writing, by the payroll office of the change in the amount to be deducted periodically and the date on which such new deduction will begin. A copy of this notice shall be sent to the Union.

The Union shall refund to the employees any agency fees wrongfully deducted and transmitted to the Union.

No assessments of any kind or nature will be collected through the agency fee deduction.

The County shall not be liable in the operation of the agency fee or dues deduction for any mistake or error of judgment or any other act of omission or commission, and the Union agrees for itself, its successors and assigns to at all times indemnify the County against any and all claims, suits, actions, costs, charges and expenses including court costs and reasonable attorneys' fees, and against all liability and losses and damages of any nature whatsoever that the County shall or may at any time sustain or be put to by reason of the inclusion of the above agency fee article in the Collective Bargaining Agreement between the Union and the County.

The Union affirms that it has established and will maintain a procedure which provides for the refund as required by 208(3)(b) of the Civil Service Law. Dues, agency fees, and insurance and benefit premiums, if any, shall be paid to the United Public Service Employees Union.

SECTION 6

EMPLOYEE ORGANIZATION RIGHTS

6.1 REPRESENTATION

Under the terms and conditions of this Agreement, the Union shall have the sole and exclusive right with respect to other employee organizations to:

a. Designate its own representatives and to appear before any appropriate official of the Employer to effect such representations;

b. Direct, manage and govern its own affairs;

c. Determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the Employer or any of its agents;

d. Pursue any matter or issue covered by this Agreement through the grievance and appeal procedures contained herein.

6.2 EMPLOYEE ORGANIZATION LEAVE

6.2.1 The employer shall grant a total of thirty-five (35) work days of employee organization leave annually. Effective January 1, 1998, such leave shall be increased to a total of forty (40) work days and effective January 1, 1999 to fifty (50) work days annually.

The union shall be permitted to have its members utilize the above days for the purpose of attending union conferences, training, conventions and meetings.

Shop stewards designated by the union for use of the time set forth above shall submit to their department head or his/her designee and to the Director of Personnel a notice of intent on the official form agreed to by the parties of this agreement to take such leave five (5) work days prior to its commencement.

It is agreed that release of individuals may be subject to staffing needs. The County agrees not to unreasonably deny such requests.

6.2.2 The Employer shall grant a reasonable amount of time to one of eight (8) work location representatives or a Union officer when attendance by such representative is essential to the processing of employee grievances. Such time may be taken only upon notice to the department head of his/her designee.

6.2.3 The Union shall provide to the Director of Personnel thirty (30) days after the execution of this Agreement and quarterly thereafter a list of Union officers, work location representatives and other employees eligible for employee organization leave, together with the official departments, agencies and offices of such employees.

6.3 NEGOTIATING UNIT MONTHLY REPORT

The Employer shall deliver to any one (1) individual designated by the Union a monthly report listing employee name, address, title, original date of hire, department, and annual/hourly salary. Such report will cover only those employees listed in Addendum II of this Agreement.

SECTION 7

RIGHTS OF THE EMPLOYER

7.1 Except as expressly limited by statute or by other provisions of this Agreement, the Employer has and retains the sole right and responsibility to take whatever actions may be necessary to carry out the mission of the Employer. Such rights and responsibilities include, but are not necessarily limited to the following:

a. To determine the mission, purposes, objectives and policies of the County;

b. To determine the standards of services to be offered by its offices, agencies, and departments;

c. To determine the facilities, methods, means and number of personnel required for the conduct of County programs;

d. To hire, promote, transfer, assign, reassign, and retain employees, and to evaluate employees in accordance with procedures set forth in the Rensselaer County Policy & Procedures Manual;

e. To discipline or discharge employees in accordance with law and the provisions of this Agreement;

f. To direct, deploy and utilize the work force; and,

g. To maintain the efficiency of government operations.

SECTION 8

RIGHTS OF THE EMPLOYEES

8.1 UNION MEMBERSHIP

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

8.2 UNION REPRESENTATION

An employee may bring matters of personal concern to the attention of the appropriate Employer's representatives and officials in accordance with applicable procedures, laws and rules, and may choose his own representative or appear alone in a grievance or appeal proceeding, with the exception that the Union must be permitted entrance to all such proceedings and must be informed of any formal decisions rendered in the case, except as hereinafter provided.

8.3 UNION EXCLUSION FROM PROCEEDINGS

It is understood and agreed that the Union will be excluded from all such proceedings upon the request of the affected employee and upon a determination by the hearing officer that, for good cause, the Union should be excluded. In the case of an exclusion, the Union shall be informed of any formal decisions rendered in the case. It is further understood and agreed upon that no other employee organization may represent an employee in such situation.

SECTION 9

EMPLOYEE STATUS AND BENEFITS

9.1 FULL-TIME EMPLOYEES

A full-time employee, who on a regular schedule works thirty-five (35) or more hours per week in a 35 hour per week department or forty (40) or more hours

per week in a 40 hour per week department shall be entitled to full contract benefits.

9.2 LESS THAN FULL-TIME EMPLOYEES

A non-full-time employee, who on a regular schedule works seventeen and one-half (17.5) or more hours per week in a 35 hour per week department or twenty (20) or more hours per week in a 40 hour per week department, shall be entitled to contract benefits on a pro-rated basis.

9.3 PART-TIME EMPLOYEES

A part-time employee, defined as an employee who on a regular schedule works less than seventeen and one-half (17.5) hours per week in a 35 hour per week department or less than twenty (20) hours per week in a 40 hour per week department shall not be entitled to contract benefits.

9.4 CONTINGENT-PERMANENT EMPLOYEES

A contingent-permanent employee shall be entitled to the same benefits as a permanent employee relative to sick leave, personal leave, vacation leave, holidays and salary.

9.5 PROVISIONAL EMPLOYEES

A provisional employee shall be entitled to the same benefits as a permanent employee relative to sick leave, personal leave, vacation leave, holidays and salary.

9.6 TEMPORARY EMPLOYEES

The following employees shall be entitled to the same benefits as a permanent employee relative to sick leave, personal leave, vacation leave, holidays and salary.

9.6.1 A competitive class employee serving on a temporary basis in a position encumbered due to the provisional promotion of another employee;

9.6.2 A competitive class employee serving on a temporary basis in a position encumbered due to the taking of a leave of absence by another employee;

9.6.3 A competitive class employee serving on a temporary basis in a position encumbered pending completion of the probationary period by another employee permanently appointed to another position;

9.6.4 An employee serving on a temporary basis in a position for which qualifications have not yet been established by the Bureau of Personnel;

9.6.5 An employee serving on a temporary basis in a position where the anticipated duration of employment is six (6) or more months.

9.7 The following temporary employees shall not be entitled to contract benefits:

9.7.1 An employee serving on a temporary basis pending the establishment of Rensselaer County residency. However, the full-time service of the employee shall be credited toward sick leave, vacation leave and salary advancement when the establishment of Rensselaer County residency leads to the granting of a permanent or provisional appointment;

9.7.2 With the exception of those employees covered by Section 9.6, all employees serving on a temporary basis where the anticipated duration of employment is less than six (6) months are not entitled to contract benefits. However, the full-time service of the employee shall be credited toward sick leave, vacation leave and salary advancement if and when permanent, contingent-permanent or provisional status is granted.

SECTION 10

COMPENSATION/SALARY

10.1 ANNUAL WAGE INCREASE

Effective January 1, 1997, there shall be a 2% increase;
Effective the first full payroll of July 1997 an additional 1% increase.
Effective January 1, 1998, there shall be a 3% increase;
Effective January 1, 1999, there shall be a 3.25% increase;
Effective January 1, 2000, there shall be a 3.5% increase.

Retroactive pay shall be paid to employees by separate check no later than October 31, 1997.

COMPENSATION/SALARY:

For the purpose of determining hourly rates of pay set forth in Addendum III (hourly employees), the rate of pay in effect January 1, 1997 (261 day rate) shall be used in all computations.

In the event there are more than 261 work days in a year, employees shall receive compensatory time for such additional time to be used subject to the terms specified in the settlement of grievance # G-96010.

10.2 PERSONNEL/POSITION CHANGES

The annual/hourly salary of employees hired on January 1, 1988, and thereafter, and those employees hereafter promoted, reclassified, reallocated or

demoted, shall be in accordance with Addendum III and Section 10 of this Agreement.

10.3 LONGEVITY INCREMENTS

In recognition of continuous years of service with the County, the Employer shall grant a longevity increment in accordance with the following schedule:

5 years - $260.00	25 years - $660.00
10 years - $260.00	30 years - $710.00
15 years - $560.00	35 years - $860.00
20 years - $610.00	40 years - $1,000.00

Such an increment shall be added to an employee's annual salary on his/her anniversary date.

Effective January 1, 1998, increase longevity as follows:

5 years - $20.00	10 years - $30.00
15 years - $40.00	20 years - $50.00
25 years - $100.00	30 years - $100.00
35 years - $100.00	40 years - $100.00

It is agreed that such longevity amounts shall have a cumulative increasing effect upon employees' longevity increment eligibility and all employees within the schedule shall receive the cumulative increases for their respective years of service (ie: upon completion or having 20 years of employment on or after January 1, 1998, $140.00 longevity increase; 35 years, $440.00, etc. computed as follows $20 + $30 + $40 + $50 + $100 + $100 + $100 + $100). Further employees shall receive eligibility for the increased longevity set forth herein for service time he/she has, ie: 22 years - employee receives $140.00 increase January 1, 1998, and next increase after 25 years in accordance with Collective Bargaining Agreement.

This provision does not effect any past longevity paid and starts with longevity paid in 1998. Longevity will be paid in accordance with the following schedule effective January 1, 1998.

SERVICE	NEW INCREMENT	CUMULATIVE MINIMUM TOTAL
5 years - +20	280	280
10 years - +30	290	570
15 years - + 40	600	1,170
20 years - +50	660	1,830
25 years - +100	760	2,590
30 years - +100	810	3,400
35 years - +100	960	4,360
40 years - +100	1,100	5,460

10.4 SEWER DISTRICT AND DETENTION HOME EMPLOYEES

The annual salaries of employees who serve in the following titles shall include an additional $700.00 in order to compensate for rotating shifts and weekend assignments:

Houseparent
Senior Houseparent
Wastewater Plant Operator
Processing Technician I
Processing Technician II
Computer Operator

Effective January 1, 1998, the above amount shall be increased to $750.00 and effective January 1, 2000 to $800.00.

10.4.a SEWER DISTRICT STIPEND: Effective January 1 ,1998, all Sewer Department employees shall receive a $350.00 annual stipend.

10.5 VAN RENSSELAER MANOR AND INFIRMARY EMPLOYEES

To compensate for evening and weekend assignments, those employees working more than twenty (20) hours per week shall receive the following differentials:

10.5.1 NURSING STAFF

Evening: 3:00 pm - 11:00 pm and 11:00 pm - 7:00 am

	1997	1998	1999	2000
LPN	815.00	850.00	875.00	900.00
Registered Professional Nurse	1,040.00	1,080.00	1,105.00	1,130.00
Assistant Supervisor of Nursing	1,190.00	1,240.00	1,265.00	1,290.00

Weekend: Employees in the above titles who are required to work on Saturday or Sunday (the first shift beginning at 7:00 a.m. on Saturday and the last shift ending at 7:00 a.m. on Monday) shall receive an additional $3.50 per hour.

10.5.2 OTHER EMPLOYEES

Evening: 3:00 pm - 11:00 pm and 11:00 pm - 7:00 am

Employees required to work either of the above shifts shall receive an additional $.30 per hour. Effective January 1, 1998, employees shall receive .40¢ per hour, effective January 1, 1999, .45¢ per hour and effective January 1, 2000, .50¢ per hour.

Weekend: Employees with the title Nurse Aide who are required to work on Saturday or Sunday, (the first shift beginning at 7:00 a.m. on Saturday and the last shift ending at 7:00 a.m. on Monday) shall receive an additional $.60 per hour.

All other employees who are required to work on Saturday or Sunday (the first shift beginning at 7:00 a.m. on Saturday and the last shift ending at 7:00 a.m. on Monday) shall receive an additional $.30 per hour. Effective January 1, 1998, such employees shall receive .40¢ per hour, effective January 1, 1999, .45¢ per hour and effective January 1, 2000, .50¢ per hour.

10.5.3 In order to fairly distribute weekend and holiday work, any employee who fails to report to work on a scheduled weekend day or holiday, he/she will be rescheduled to work the next weekend day or holiday that he/she is scheduled to be off, with the exception of absence due to approved leave other than sick leave.

10.6 <u>SALARY SCHEDULE</u>

10.6.1 ADVANCEMENT TO GRADE RATE

An employee hired subsequent to contract ratification by the parties shall be paid 10% less than the grade rate for his/her classification. Upon completion of 12 months of employment, said employee shall receive 5% less than the grade rate. Upon completion of 36 months of employment,

the employee shall be paid the applicable grade rate for his/her classification.

10.6.2 PROMOTION

When an employee currently earning the grade rate of his/her position is appointed to a higher title in the direct line of promotion, then such employee shall receive either the grade rate of the higher position or a rate of pay increased by an amount equal to the difference in grade rates of both positions whichever is higher. In all other promotion situations, the employee shall be appointed at a rate of $300 less than the grade rate of the higher position and shall not be advanced to the grade rate until completion of twenty six (26) weeks of service in the position. Promotions shall not constitute an interrupting of service for the purposes of determining longevity increment entitlement.

10.6.3 RECLASSIFICATION

When an occupied position is reclassified to a higher title, the incumbent of such position who is currently earning the grade rate shall immediately receive either the grade rate of the higher title or a rate of pay increased by an amount equal to the difference in grade rates of both positions, whichever is higher. In all other upward reclassifications, the employee shall be appointed at the starting rate of the higher title and shall not be advanced to the grade rate until completion of twelve (12) weeks of service in the position.

When an occupied position is reclassified to a lower title, the salary of the incumbent of the position shall not be reduced as long as he/she continues to serve in such position. When the position becomes vacant, it shall be reallocated to the appropriate salary grade prior to refilling.

10.6.4 REALLOCATION

When an occupied position is reallocated to a higher salary grade, the incumbent of such position who is currently earning the grade rate shall immediately receive either the grade rate of the new salary grade or a rate of pay increased by an amount equal to the difference in grade rates, whichever is higher. In all other cases, the incumbent shall be advanced to the starting rate of the new salary grade and shall receive the grade rate upon completion of the required weeks of satisfactory service in the position. When an occupied position is reallocated to a lower salary grade, the salary of the incumbent of the position shall not be reduced as long as he/she continues to serve in such position. When the position becomes vacant it shall be refilled at the salary grade to which it was reallocated.

submit relevant documentation in accordance with the grievance procedure contained herein. It is agreed that the decision rendered at Stage 3 of the grievance procedure is final and not subject to an appeal to arbitration, and that any change requiring legislative approval shall not be implemented until such approval is granted. It is recognized that the legislature will not be bound by any decision rendered through the grievance procedure.

10.7 OVERTIME

10.7.1 35 HOUR PER WEEK EMPLOYEES

Employees eligible for overtime who are authorized to work in excess of 35 hours per week shall be compensated at their regular rate of pay through 40 hours, and shall be paid at a rate of time and one-half (1.5) for all work in excess of 40 hours.

10.7.2 40 HOUR PER WEEK EMPLOYEES

Employees eligible for overtime who are authorized to work in excess of 40 hours per week shall be compensated at a rate of time and one-half (1 ½) for the additional hours worked.

10.7.3 24 HOUR PER DAY FACILITIES

Employees eligible for overtime who are authorized to work in excess of 40 hours weekly shall be compensated at a rate of time and one-half (1.5) for the additional hours worked.

10.7.4 It is understood that paid leave shall be included as time worked, and that no shift will be curtailed in order to avoid paying overtime.

10.7.5 HIGHWAY DEPARTMENT:
During the winter season, (November 1 through April 30), Highway department employees who are called in for emergency work shall be paid the appropriate overtime rate from the time that they are called. Employees must report within a reasonable time after being called to be eligible for the call in pay.

10.8 COMPENSATORY TIME

10.8.1 ENTITLEMENT

County employees who are not eligible for overtime but who are deemed eligible for compensatory time shall receive same, at the rate of straight time for hours worked in excess of their normal work day. The County and the Union agree to comply with all current and future provisions of the Fair Labor Standards Act.

10.8.2 ACCUMULATION/USAGE

Compensatory time accumulated up to two (2) work weeks by an employee shall be taken at his/her convenience with prior approval of the department head, consistent with the efficient operation of the agency. The employee shall be provided with an explanation by the department head of any denial of the usage of compensatory time. Any compensatory time accumulations in excess of two (2) work weeks will be credited to the employee and shall be taken at the department head's convenience. Any compensatory time earned by an employee prior to the implementation of the 1976 Collective Bargaining Agreement shall be excluded from the calculations contained herein.

10.9 ON-CALL STIPEND

A stipend of $700 per year shall be granted to department mandated on-call employees for Probation, Social Services, Health, Mental Health departments and District Attorney investigators. Effective January 1, 1998, the above stipend shall be increased to $725.00 and effective January 1, 2000, such stipend shall be increased to $750.00.

10.10 NYSPAN STIPEND:

The Probation Department's certified NYSPAN trainer and the two (2) most senior department employees performing NYSPAN duties shall receive an annual stipend commencing January 1, 1998 of $150.00. Effective January 1, 2000, the stipend shall be increased to $250.00 per annum.

SECTION 11

HOURS OF WORK

11.1 REGULAR FULL-TIME EMPLOYEES

All employees shall work seven (7) hours per day, thirty-five (35) hours per week, pursuant to their respective departmental work schedule.

11.2 HIGHWAY DEPARTMENT

11.2.1 From the first full work week in May up to, but not including, the first full week in November, employees shall work ten (10) hours per day, including a one-half (½) hour meal period four (4) days per week - Monday through Thursday;

11.2.2 From the first full work week in November up to, but not including, the first full work week in May, employees shall work eight (8) hours per day, including a one-half (½) hour meal period, five (5) days per week - Monday through Friday.

11.3 TWENTY-FOUR HOUR PER DAY FACILITIES

All employees serving in a twenty-four (24) hour per day facility shall work pursuant to their respective departmental work schedules.

11.4 HOURLY EMPLOYEES

All employees being paid on an hourly basis shall work pursuant to their respective departmental work schedules.

11.5 MODIFICATION OF HOURS

The Employer may exercise its right to modify departmental and/or unit work schedules in order to provide for different hours of operation and greater scheduling flexibility. Prior to any such modification, the County and UPSEU will meet and confer regarding reasons for such modifications. Any such modifications in work schedules will be promulgated to the Union and all affected employees at least ten (10) working days prior to implementation.

In case of emergency, the employer retains the right to take whatever action is necessary to maintain its mission, purpose, objectives and services to the citizens of the County.

For the sake of harmonious labor relations, any disputes that may result due to modification of work schedules, may be brought within ten (10) working days to the Personnel Director (with Union representation, if requested), who will render a final decision. It is understood that such a decision shall not be subject to the grievance procedure contained herein.

SECTION 12

TEMPORARY ASSIGNMENTS

12.1 TO A LOWER SALARY GRADE

If a permanent employee is temporarily assigned to a position allocated to a lower salary grade than that of the employee's regular position, then no reduction in pay shall be effected.

12.2 TO A HIGHER SALARY

12.2.1 If an employee is temporarily assigned to a position allocated to a higher salary grade than that of the employee's regular position, then the employee shall receive either the rate of pay equal to the starting salary of the higher position or a salary which includes the difference in start rates of both positions, whichever is higher. In no case, will the salary of the temporarily assigned employee exceed that of the incumbent.

12.2.2 An employee shall not receive the higher rate of pay unless and until he has regularly performed the full duties of the position for a period of five (5) consecutive working days or for a period in excess of twenty (25) working days per year.

12.2.3 The Department Head or his/her designee shall provide written authorization of such reassignment to the employee who is to temporarily perform the full duties of the higher position, and such authorization shall specify the anticipated duration of the temporary reassignment.

12.2.4 With the exception of employees in the Highway Department, no employee who is temporarily reassigned for the purpose of training or familiarization of equipment shall be covered by Subsection 12.2.1 of this Section. In the case of the Highway Department, any employee who is temporarily reassigned in order to be trained/familiarized with equipment shall receive an additional five percent (5%) of his regular rate of pay for the time served in the temporary reassignment.

12.2.5 When an employee is temporarily reassigned to assume the duties of another employee who is utilizing employee organization leave as defined in Section 6, he shall not be entitled to compensation granted under Subsection 12.2.1 of this Section.

SECTION 13

JOB SECURITY

13.1 TENURE

13.1.1 COMPETITIVE CLASS

The granting of permanent status to Competitive Class employees shall be carried out solely in accordance with Civil Service Law, Rules and Procedures.

13.1.2 NON-COMPETITIVE AND LABOR CLASS

All permanent Non-Competitive and Labor Class employees who are members of the bargaining unit shall be entitled to all rights granted under Sections 75 and 76 of the Civil Service Law upon completion of twelve (12) months of satisfactory service in their positions. The Department Head shall determine if an employee's service has been satisfactory during the twelve (12) month probationary period. The employee shall be notified at least two (2) weeks prior to the completion of his/her first six (6) months of service that the probationary period is being extended. An employee who is not provided with such notification shall be considered permanent at the completion of the first six (6) months of service. Labor and non-competitive employees first hired subsequent to contract ratification shall receive Section 75 rights after 18 months of employment.

13.1.3 PROBATIONARY PERIOD

The probationary period and any action taken by the Employer therein shall not be subject to the grievance procedure.

13.2 REDUCTION IN FORCE

13.2.1 COMPETITIVE CLASS

Any reduction in work force resulting from the abolishment of positions shall be carried out in accordance with Sections 80 and 81 of the Civil Service Law, Rule XXVI of the Civil Service Rules, and procedures set forth by the New York State Department of Civil Service.

13.2.2 NON-COMPETITIVE LABOR CLASS

1) DEFINITIONS

a. Lay-Off Unit: Shall mean a department within Rensselaer County government.

b. Continuous Service:

1) Reinstatement more than one (1) year following resignation is a break in continuous service. An employee's service shall be calculated from the date of re-employment.

2) Resignation followed by re-employment within one (1) year does not constitute a break in continuous service.

3) A leave of absence executed in accordance with laws and rules is not interruption of continuous service.

4) Any period during which an employee is subject to recall pursuant to his Article does not constitute an interruption of continuous service.

c. Permanent Service: Shall start on that date of the incumbent's original appointment on a permanent basis in the classified service within Rensselaer County government. Temporary employment immediately preceded and followed by permanent classified service does not constitute an interruption of continuous service.

d. Probationary Employees: Occupying positions to be abolished in the same title shall be suspended before any permanent employee in the lay-off unit in that title who has completed his/her probationary period. Probationary employees, however, do have superior retention rights to those employees serving on a temporary basis.

e. Temporary Employees: Occupying positions to be abolished in the same title shall be suspended before any permanent or probationary employees in the lay-off unit. An employee who is serving on a temporary basis in a position designated for abolishment shall have the right to return to the position in which he/she last served on a permanent basis. It is understood that a temporary employee may be given the opportunity to return only to the position in which he/she served immediately preceding the temporary appointment.

f. Veterans: For the purposes of this Section the definition of a Veteran and a Disabled Veteran is contained in Section 85 of the Civil Service Law.

Disabled Veterans: The date of original appointment shall be deemed to be sixty (60) months earlier than the actual date.

Non-Disabled Veteran: The date of the original appointment shall be deemed to be thirty (30) months earlier than actual date.

g. Direct Line of Promotion: Shall be strictly construed as those titles having the same generic root.

h. Next Longer Occupied Title: Shall mean the title in direct line of promotion immediately below the title from which the incumbent is suspended.

13.3 SUSPENSION

13.3.1 When an occupied position in the Non-Competitive or Labor Class is abolished, suspension is made from among those employees holding the same title in the same layoff unit.

13.3.2 Amount permanent employees, the order of suspension is the inverse of the order of their original permanent appointments in the classified service. In the event that two or more permanent incumbents share the same date of original permanent appointment in the classified service, a lottery shall be conducted by the Director of Personnel and Personnel in order to randomly select the incumbent to be suspended. Such proceedings shall be conducted in the presence of the Chief Shop Steward of the Union, the Work Site Representative and the Head of the Department in which the incumbents are employed.

13.3.3 When two or more permanent incumbents of positions with the same title are suspended at the same time, the order in which they shall be entitled to displace shall be determined by their seniority, with those employees having greater seniority entitled to displace first. In the event that two or more permanent incumbents share the same date of original permanent appointment, the tie shall be broken by conducting a lottery as set forth in Paragraph (b) above. The order in which the incumbents shall be entitled to displace shall be determined by the order of selection, with the incumbent who is initially selected having the first opportunity for displacement.

13.4 BUMPING

13.4.1 An employee laid off from a position to which there is a direct line of promotion has the option to displace the least senior incumbent of the next lower level position within the same lay-off unit. An employee may displace only to an occupied position in the next lower title in direct line of promotion. If such a bump title does not exist or is vacant, then the laid-off employee may displace the least senior incumbent of the <u>next</u> lower level position in direct line of promotion. Employees being laid-off may only exercise displacement rights if the positions to which they are bumping are occupied by incumbents having less seniority.

13.5 RECALL

13.5.1 A Non-Competitive or Labor class employee who is laid-off under this Section shall be eligible for recall in the title from which he/she was laid-off or bumped.

13.5.2 Recall rights shall be for two (2) years from the date of lay-off. Individuals shall be recalled on the basis of seniority as defined in this Section.

13.5.3 The Employer shall notify an employee being recalled by Certified Mail-Return Receipt Requested at his/her last known address of the vacancy to be filled. Unless the Employer receives from such employee being recalled and acceptance in writing, within ten (10) business days of the date of mailing of the recall notice, such employee shall no longer be eligible for recall. It is the sole responsibility of the employee to notify the Employer of any change of address occurring during the recall period.

13.6 FILLING OF VACANCIES AND PROMOTIONS

For the purpose of non-competitive employees, the filling of vacancies and promotions will be based upon: qualifications, past employment record and seniority. The County's vacancy committee shall forward a list of vacant positions to be filled to the union's office.

13.7 POSTING OF VACANCIES

All vacancies will be posted at the work-site and shall remain posted until such time as the vacancy is filled.

13.8 SUB-CONTRACTING

In the event that the employer finds it necessary, for whatever reason, to sub-contract any functions within County government, the employer agrees that it will use its best efforts to find employment within County government for all qualified employees of record as of January 1, 1988 displace by said sub-contracting.

13.9 JOB SECURITY:
An employee on unpaid leave status for 120 days or less subsequent to July 30th, 1997 shall not have his/her seniority date adjusted. An employee on leave in an unpaid status for over 120 days shall have his/her seniority adjusted in accordance with current practice.

SECTION 14

HOLIDAYS

14.1 RECOGNIZED HOLIDAYS

Holidays honored as days off with pay in Rensselaer County are:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Election Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving
Labor Day	Christmas Day

14.2 WEEKEND HOLIDAYS

When one of the foregoing holidays falls on Sunday, then Monday shall be observed as said holiday. Friday shall be observed as the holiday when one of the above holidays falls on Saturday.

All employees in 24 hour facilities working schedules other than Monday through Friday will be paid for the holiday as follows:

July 4th, Christmas, and the New Year's holiday shall be celebrated on the actual holiday.

When a holiday falls on an employee's scheduled day off, the employee shall, at the discretion of the employee, be paid one day's pay for the holiday or receive equivalent compensatory time.

When a holiday falls on an employee's scheduled work day, the employee shall, at the discretion of the employee, be paid for the holiday or receive equivalent compensatory time as defined in Section 14.4 of this section.

14.3 WEEKDAY HOLIDAYS

When one of the above holidays falls on a weekday (Monday through Friday) and such day is the regularly scheduled day off of a full-time employee, then the employee shall be compensated for the holiday.

14.4 EMPLOYEES WORKING ON HOLIDAYS

A full-time employee who works on a holiday shall at the discretion of the employee, receive two and one-half (2.5) times his/her regular salary or equivalent compensatory time for the day worked. If the employees hours exceed the normal scheduled hours, then they shall receive two times their regular rate of pay.

14.5 HIGHWAY DEPARTMENT EMPLOYEES

Highway Department employees shall be paid two times their regular pay plus straight time holiday pay for hours worked on Thanksgiving, Christmas and New Year's Day.

14.6 ALTERNATE HOLIDAYS

The Highway Department shall discontinue the practice of designating alternative days for holidays.

14.7 QUALIFYING FOR HOLIDAY PAY

In order to qualify for holiday pay or for premium pay granted in Section 14.4 employees must have worked their regularly scheduled shift immediately preceding and immediately following the holiday. Employees who on either of these days utilize regularly scheduled and authorized vacation, personal, sick, compensatory or bereavement leave shall be entitled to holiday pay or premium pay. The Department Head, however, may require that the use of sick leave immediately preceding and/or following the holiday be substantiated by medical certification to be obtained by the employee at the Employer's expense. Should a Department Head determine that an employee's record reflects a pattern of sick leave abuse then such employee may be required to substantiate the use of sick leave immediately preceding and/or following the holiday by medical certification to be obtained by the employee at his/her own expense. A patter of abuse shall be defined as a systematic usage of sick leave by an employee. Should an employee who has exhausted all of his/her credits for vacation, personal and sick leave fail to work on the days immediately preceding and following the holiday, then such employee shall not be entitled to holiday pay or to premium pay.

SECTION 15

LEAVE WITH PAY

15.1 VACATION LEAVE ENTITLEMENT

All full-time employees shall accrue vacation leave credits in accordance with the following schedule:

Please see pages 21 and 22 for leave schedule accruements.

As of January 1, 1987, vacation hours will be accrued. The yearly vacation entitlement begins to accrue on the employee's anniversary date.

15.2 ADVANCED VACATION PAY

An employee has the privilege of receiving his/her vacation pay on the last regular pay day prior to the effective date of his/her vacation. This privilege is conditioned upon the employee's giving notice to his/her payroll clerk thirty (30) days prior to said last regular pay day.

15.1.1 FORTY (40) HOUR PER WEEK EMPLOYEES

COMPLETED YEARS OF CONTINUOUS SERVICE	AT COMPLETION OF EACH PAY PERIOD	EXTRA HOURS ON YEARLY ANNIVERSARY DATE	TOTAL VACATION ENTITLEMENT	
			HOURS	DAYS
0 - 1 Years **	3.0	2.0	80	10
1 Year	3.0	2.0	80	10
2 Years	3.0	2.0	80	10
3 Years	3.0	2.0	80	10
4 Years	3.0	2.0	80	10
5 Years	4.5	3.0	120	15
6 Years	4.5	11.0	128	16
7 Years	5.0	6.0	136	17
8 Years	5.5	1.0	144	18
9 Years	5.5	9.0	152	19
10 Years	6.0	4.0	160	20
11 Years	6.0	12.0	168	21
12 Years	6.5	7.0	176	22
13 Years	7.0	2.0	184	23
14 Years	7.0	10.0	192	24
15 Years and Over	7.5	5.0	200	25

** New employees will begin to accrue vacation credits as of the first workday of their first full pay period. They may not utilize accrued vacation until they have completed six months of continuous services.

5.1.2 THIRTY-FIVE (35) HOUR PER WEEK EMPLOYEES

COMPLETED YEARS OF CONTINUOUS SERVICE	AT COMPLETION OF EACH PAY PERIOD	EXTRA HOURS ON YEARLY ANNIVERSARY DATE	TOTAL VACATION ENTITLEMENT	
			HOURS	DAYS
0 - 1 Years **	2.5	5.0	70	10
1 Year	2.5	5.0	70	10
2 Years	2.5	5.0	70	10
3 Years	2.5	5.0	70	10
4 Years	2.5	5.0	70	10
5 Years	4.0	1.0	105	15
6 Years	4.0	8.0	112	16
7 Years	4.5	2.0	119	17
8 Years	4.5	9.0	126	18
9 Years	5.0	3.0	133	19
10 Years	5.0	10.0	140	20
11 Years	5.5	4.0	147	21
12 Years	5.5	11.0	154	22
13 Years	6.0	5.0	161	23
14 Years	6.0	12.0	168	24
15 Years and Over	6.5	6.0	175	25

** New employees will begin to accrue vacation credits as of the first workday of their first full pay period. They may not utilize accrued vacation until they have completed six months of continuous services.

15.3 ACCUMULATED VACATION LEAVE

Employees may accumulate vacation entitlement to a maximum of thirty (30) days:

240 hours - for employees working in a 40 hour per week department.

210 hours - for employees working in a 35 hour per week department.

15.4 SEPARATION FROM SERVICE

Employees who permanently separate from County service will be granted the vacation credits due them as of their last pay period. Credit paid will be no greater than the maximum allowed accumulation as defined in Section 15.3.

SECTION 16

SENIORITY

16.1 Seniority shall mean the time of service attained by the length of continuous employment with the County.

16.2 Length of service shall not be inconsistent with Section 13.

16.3 For the purpose of scheduling vacation and personal leave, Department Heads shall utilize seniority in conjunction with departmental needs and individual employee skills.

SECTION 17

SICK LEAVE

17.1 ENTITLEMENT

For the benefit of employees when ill or disabled, sick leave shall be earned at a rate of one-half (½) day for each two (2) week period worked.

17.1.1 4 hours bi-weekly - for employees working in a 40 hour per week department.

17.1.2 3.5 hours bi-weekly - for employees working in a 35 hour per week department.

17.2 MEDICAL CERTIFICATION

The Department Head or his/her designee may require medical certification when the use of sick leave credits exceeds three (3) consecutive days or when he/she determines that a pattern or abuse of such credits has occurred. A pattern of abuse shall be defined as a systematic usage of sick leave by an employee. The medical certification shall be obtained from a physician at the employee's own expense. The Department Head may also require the employee to be examined at the expense of the Employer by a physician designated by the Department Head.

17.3 NOTICE TO DEPARTMENT HEAD

In order to be entitled to sick leave, an employee must notify the Department Head or designee of the illness or disability within such time limits as are established and applicable to the employee's department.

17.4 ACCUMULATED SICK LEAVE

Employees may accumulate sick leave to a maximum of 200 days:

1600 hours - for employees working in a 40 hour per week department.

1400 hours - for employees working in a 35 hour per week department.

SECTION 18

PERSONAL LEAVE

18.1 DEFINITION

Personal leave shall be defined as that leave available to an employee for the transaction of personal business that cannot be accomplished at times other than during regular work hours.

18.2 ENTITLEMENT

18.2.1 EMPLOYEES HIRED PRIOR TO 1/1/78

Upon completion of each year of full-time continuous service employees shall be granted 40 hours personal leave on an eight (8) hour day schedule or 35 hours for a seven (7) hour day schedule. Such leave shall be credited to employees on their anniversary date and no leave shall be advanced prior to such date.

18.2.2 EMPLOYEES HIRED 1/1/78 OR THEREAFTER

Upon completion of each year of full-time continuous service employees shall be granted 32 hours personal leave for employees on an eight (8) hour day schedule or twenty-eight (28) hours personal leave for employees on a seven (7) hour day schedule. Such leave shall be credited to employees on their anniversary date and no leave shall be advanced prior to such date.

Effective January 1, 1998, employees hired subsequent to January 1, 1978 shall receive one (1) additional personal day per year for a total of 40 hours for eight (8) hour shift employees and 35 hours for seven (7) hour shift employees.

18.3 APPLICATION FOR USE OF LEAVE

Application for use of such leave, except in emergency cases, shall be made to the Department Head or his/her designee not less than three (3) work days in advance of each anticipated absence for personal business. The granting of such leave shall be subject to the reasonable operating needs of the department,

and any denial of the use of personal leave shall be given to the employee at the time of his/her request. It is understood that personal leave may be taken in hours.

18.4 UNUSED PERSONAL LEAVE

Upon completion of each year of service and on the anniversary date, any unused personal leave shall be credited to the employee's accumulated sick leave.

18.5 SEPARATION FROM SERVICE

An employee who permanently leaves County service prior to reaching his/her anniversary date shall not be entitled to any full or pro-rated personal leave credits.

SECTION 19

BEREAVEMENT LEAVE

Each employee is entitled to a maximum of four (4) work days leave for a death in the immediate family. Immediate family shall be defined as Husband, Wife, Mother, Father, Brother, Sister, Son, Daughter. Three (3) work days shall be available with respect to grandparents, in-laws, or any member of the employee's immediate household. The County may request that the employee provide an obituary notice for verification of death.

SECTION 20

VERIFICATION OF LEAVE CREDITS

An employee may verify quarterly, with his/her payroll clerk, leave credit accumulations. The system of verification shall be determined by the Employer but will not prevent an employee from ascertaining his/her leave credit accumulations at least on a quarterly basis.

SECTION 21

LEAVES OF ABSENCE

21.1 LEAVE OF ABSENCE WITH PAY

21.1.1 DEFINITION

A leave of absence with pay shall be granted to eligible employees in the event of extended disability. An extended disability shall be defined as a condition which totally precludes an employee, for a minimum period of four (4) weeks, from performing the regular duties of his/her position. An employee deemed eligible for a leave of absence with pay shall receive one-half (½) pay equal to four (4) weeks for each year of continuous full-time employment in a permanent appointment, to a maximum of forty (40) weeks. An employee who has exhausted this maximum benefit will be allowed to rebuild credit by further years of continuous service. Four (4)

weeks of half-pay will be available for each further year of continuous service, again to a maximum of 40 weeks.

21.2 QUALIFYING EMPLOYEES

A permanent employee who has completed a minimum of two (2) years of continuous full-time employment in a permanent appointment, immediately preceding the request for leave with pay, shall be eligible for such leave.

An employee who has exhausted forty (40) weeks must complete one (1) continuous year of service before again becoming eligible.

21.3 CRITERIA FOR LEAVE WITH PAY

21.3.1 An employee requesting leave with pay must have exhausted all accumulations for personal, vacation, sick and compensatory leave.

21.3.2 Leave with pay will be granted only to those employees whose total disability precludes them from performing the duties of their position. Verification of the total disability and its duration shall be obtained from a physician by the employee at his/her own expense. The Employer may verify the total disability by having the employee examined by a physician designated by the Employer. The expense for such medical certification attesting to the total disability and its duration shall be borne by the Employer.

21.3.3 The Federal Equal Employment Opportunity Commission recognizes three (3) states in pregnancy for determining when a pregnant employee is disabled. They are dormant, childbearing and child rearing stages. Job disability is associated only with the childbearing state and requires a certification of a duly licensed physician, stating that the employee is unable to continue to perform any of the normal and usual duties and responsibilities of her position. The determination that a job disability no longer exists also requires a certification of a duly licensed physician.

21.4 SUSPENSION OF FRINGE BENEFITS

During such leave of absence with pay, the employee shall not be entitled to fringe benefits or to longevity credit relative to salary.

SECTION 22

LEAVES OF ABSENCE WITHOUT PAY

22.1 DEFINITION

A leave of absence without pay shall be defined as an extended leave which may be granted by the Employer for a period not to exceed one (1) year.

22.2 QUALIFYING EMPLOYEES

An employee who is currently serving on a permanent basis is eligible for a one (1) year leave of absence without pay.

22.3 CRITERIA FOR A LEAVE OF ABSENCE WITHOUT PAY

The Employer may grant a leave of absence without pay, not to exceed one (1) year, to an employee for one of the following reasons:

22.3.1 EMPLOYEE ILLNESS OR DISABILITY

Verification of the illness or disability and its duration shall be obtained from a physician by the employee at his/her own expense. The Employer may verify the illness or disability by having the employee examined by a physician designated by the Employer. The expense for such medical certification attesting to the total disability and its duration shall be borne by the Employer.

22.3.2 CHILDBEARING LEAVE

Upon termination of pregnancy and the period of disability related thereto, the Employer may grant a leave of absence without pay for a reasonable period of time. In the case of an employee who ceases to be disabled from the performance of her duties within three (3) to four (4) weeks following childbirth, a "reasonable period of time" shall be defined as six months. For an employee who continues to be disabled for four (4) months following childbirth, a leave of absence for three (3) months shall be reasonable. Except in the case of continuing disability, and leave of absence beyond the seven (7) month period following childbirth shall be granted solely at the discretion of the Department Head.

It is understood that, pursuant to this Section, male employees will be given equal consideration for childrearing purposes.

22.3.3 ADOPTIVE LEAVE

In cases of legal adoption under Article 7 of the Domestic Relations Law, a leave of absence without pay for childrearing purposes may be granted where the adoptive child is required to reside with the adoptive parents for at least six (6) months prior to an order of adoption being made. In such cases, leave for childrearing purposes may be granted for six (6) months commencing from the date of the adoptive child begins actual full-time residence with the adoptive parents. Additional leave for childrearing purposes may be granted solely at the discretion of the Department Head.

22.4 SUSPENSION OF FRINGE BENEFITS

During such leave of absence without pay, the employee shall not be entitled to fringe benefits or to longevity credit relative to salary.

SECTION 23

UNAUTHORIZED LEAVE WITHOUT PAY

23.1 An employee absent from work without authorization for three (3) consecutive work days shall be deemed to have resigned from his/her position if the employee has not personally contacted his/her Department Head or designee on or before the 4th work day following the commencement of such period of absence without authorization.

23.2 The employee may submit an explanation for his/her absence from work without authorization to the Department Head. The burden of proof shall be upon the employee to establish that it was not possible for him/her to report to work or to notify the department head or designee. The Department Head shall make a determination in the matter and such determination will be reviewed by the Personnel Director, who will render a decision in the case. It is understood that such decision will be final and shall not be subject to the grievance procedure contained herein.

SECTION 24

HEALTH AND DENTAL INSURANCE

24.1 INSURANCE COVERAGE

Commencing January 1, 1997, the Employer shall offer to eligible members of the bargaining unit, a Hospitalization, Indemnity/PPO, prescription drug health plan. The levels of coverage shall be as specified in the plan design agreement attached hereto and made a specific part hereof as Exhibits 1 and 2 . The plan shall be the sole health care plan offered by the County during the term of this Agreement. The County intends to contract with Empire Blue Cross and Blue Shield to provide the benefits specified in Exhibits 1 and 2. Empire Blue Cross and Blue Shield has represented to the County that services provided at CHP Health Centers will be participating providers in their Blue Choice P.P.O. Network. If at any time during the course of the contract with Empire, or any subsequently approved provider, CHP Health Centers are not participating providers, then all claims for benefits made for services provided by covered subscribers who use CHP Health Centers will be treated as in-network claims and paid accordingly. The parties further agree that all CHP Network Physicians from whom Rensselaer County employees have received services prior to December 31, 1996 shall be considered as in-network providers for all employees and all claims for services from such physicians, shall be paid as in-network claims under the plan. The parties agree that the County may continue to contract with Empire Blue Cross and Blue Shield or any other administrator in its sole discretion during the term of this Agreement provided the benefits and levels thereof specified in Exhibits 1 and 2 are equal to or better than.

24.A.1.a Employees hired after January 1, 1997 shall be eligible for health coverage under the plan, 120 calendar days from their date of hire .

24.1.b For the first two (2) years of this agreement, the parties agree that members of the bargaining unit who are employed on a full time basis shall be required to pay $14.27 for single coverage and $37.82 for family coverage in each pay period (employees paid weekly will have the deduction made pro-rata). Less than full time employees shall pay for coverage in the first 24 months of this agreement pursuant to Exhibit 3 attached hereto and made part hereof.

It is expressly agreed between the Employer and the Union that this paragraph, paragraph 24.A.2, shall expire on December 31, 1998 and shall be of no further force or effect after that date and shall be replaced by the provisions set forth in 24.A.3 below.

24.1.c Commencing January 1, 1999, the Union and the Employer agree that the Employer shall contribute the dollar equivalent of 80% of the premium cost of individual and family health insurance coverage for all employees who elect coverage under the County sponsored plan attached hereto. The County shall provide the Union with the premium costs for individual and family coverage no later than 60 days or as soon as practical thereafter as they're received by the County prior to January 1 for the subsequent January 1 through December 31 period. (Commencing January 1, 1999)

Less than full time employees shall pay for coverage in accordance with the formula specified at the bottom of Exhibit 3.

24.1.d The premium cost shall be defined as the cost established by Blue Cross and Blue Shield for the ensuing 12 month period plus the actual cost of the vision plan plus administrative costs based on the 1996 plan administrative cost for the 424 unit ($84,500) plus the annual consumer price index for calendar years 1997, 1998 and 1999 if applicable.

For the purposes of the administrative cost assessment and determination the parties have included in the 1996 administrative cost base the following:

a) Consultant fees
b) Employees assisting in the administration of the plan (salary plus fringe)
c) Supplies and office expenditures

(It is hereby specifically understood that the increased cost for these and any other administrative cost shall be limited to the aggregate CPI increases as set forth above).

The Union shall have the right to audit the premium costs provided to it by the County. Should a dispute arise as to the amount of individual and family premium costs beginning in the calendar year 1999 such dispute shall be submitted to binding arbitration under the Collective Bargaining Agreement. The arbitrator shall be limited in his award to adjusting premium rates prospectively with no retroactive implication to the County. The parties agree to use an expedited arbitration process in this regard. (Public Employment Relations Board rules and procedures).

24.2 VISION COVERAGE

24.2.a Commencing January, 1997, the Employer shall offer an Individual/Family Vision Care Plan through Davis Optical to eligible members of the bargaining unit as defined and set forth in 24.E.1 herein. The provisions of the agreed to plan are attached hereto in Exhibit 1 and 2 with the specific plan level of benefit set forth in Exhibit 4 attached hereto. Employees not enrolled in the County's basic health care plan may enroll in the Vision Care Plan. Any employee not enrolled in the County's basic health plan who enrolls in the Vision Care Plan shall have a 12 month waiting period before eligibility for benefits begins. For employees employed by the County as of January 1, 1997, who are not enrolled in the County's health plan, the waiting period will begin on January 1, 1997, with coverage effective January 1, 1998.

For new employees hired after January 1, 1997, who elect to waive coverage under the County's basic health plan, the 12 month waiting period will begin on the date of hire.

Enrollment in the Vision Care Plan is not automatic. Employees must request and complete an Enrollment Form in order for coverage to commence. Coverage will not be made retroactive due to failure to complete an Enrollment Form.

For employees with stand alone vision coverage, the benefits are payable once every 36 months. For employees with basic health coverage, vision care benefits are payable once every 24 months.

24.3 ELIGIBILITY (Health and Vision)

Any employee who works at least half the normal based scheduled hours (17.5 hours for 35 hour employees or 20 hours for 40 hour employees). Eligible dependents shall include spouse, dependent children under 19 or dependent children up to 25 if enrolled as a full time student.

24.4 REOPENER

The parties shall reopen discussions on or about July 1, 1998 with regard to the health and vision coverage including plan cost, possible plan modifications are the healthcare format and other matters of mutual interest. Any changes to the plan must be by mutual agreement between the parties.

24.5 DENTAL INSURANCE

Effective January 1, 1998, the County agrees to upgrade the current dental plan to provide the level of benefits specified in the attached schedule. The County agrees to pay the prior insurance cost of the plan. The parties agree that the fee schedule and level of benefits adopted herein and attached hereto in Appendix A are from the GHI Preferred Dental Plan in existence as of July 30, 1997.

Effective January 1, 1998, employees eligible for individual coverage shall also be eligible for dependent coverage. For the term of this agreement

the County will offer employee paid dependent coverage at full cost which will be set at $36.47 per month. Any employee who elects dependent coverage must enroll for a minimum period of 24 months while they are employed. Any employee who drops coverage shall be ineligible to re-enroll for coverage for a 12 month period commencing from the date the employee dropped family coverage.

Eligibility for the dental plan shall be as follows: Employees who work 50% or more of either a 35 or 40 hour per week position, whichever is applicable, and who have been employed for a minimum of six (6) months. Coverage to be effective the first of the month following the month in which the employee's six month anniversary occurs.

- Any employee who has participated in the County's Dental Plan for either individual or dependent coverage and who leaves County employment shall be entitled to participate in the County's dental plan upon the employee's return if the employee returns to the County work force within one year of leaving.

- Any employee who is eligible to participate for dependent coverage who does not elect such coverage shall not again be eligible to elect such coverage for 12 months from when they first became eligible for dependent coverage.

- Employees who waive coverage and subsequently submit proof of loss of other dependent coverage may enroll in the County's dental plan at any time.

The parties agree to meet within 30 days of notice to either party that GHI has increased its "preferred" fee schedule to review and discuss such increases and what if any modifications will be made.

24.6 EMPLOYER CONTRIBUTION TOWARD HEALTH INSURANCE COVERAGE

The Employer shall contribute the dollar equivalent of 80% of the premium cost of individual and dependent health insurance coverage (see attached agreement for premium cost 1997 and 1998) for all eligible employees who elect coverage with the County sponsored plan. Plan levels and benefits set forth in the health agreement.

24.7 RETIREES

Upon retirement (as defined for the purposes of Section 25 Entitlement) from employment, the then dollar equivalent of a retiree's accumulated sick leave shall be credited to such retiree, and such retiree shall be reimbursed therefrom for the premium cost of the health insurance program that is available to the retiree group, should said retiree be eligible and elect to enroll in such coverage after retirement. On behalf of such retiree the employer shall make premium payment directly to the insurance carrier; however, the responsibility for full and timely payment shall be and remain that of the retiree, and the employer shall in no way incur liability beyond the premium cost coverage. Neither a retiree nor his estate shall have a vested interest in the fund aforesaid or any portion

thereof, nor may the same be, in any way, assigned or encumbered or utilized for any purpose other than aforesaid.

SECTION 25

RETIREMENT

25.1 For employees who became members of the New York State Employees' Retirement System prior to July 1, 1976, the Employer shall participate in the New York State Retirement Twenty-Five Year Career Plan under Section 75-g.

25.2 The Employer shall participate in the New York State Retirement Twenty-Five Year Career Plan under Section 75-g.

25.3 Employees who became members July 1, 1976 and thereafter, shall be eligible for retirement benefits as prescribed by Article 14 of the New York State Retirement and Social Security Law.

SECTION 26

GRIEVANCE PROCEDURE

26.1 DECLARATION OF PRINCIPLES

Every bargaining unit member shall have the right to present his/her grievance in accordance with the procedure provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented at all stages of the grievance procedure.

26.2 SUBJECT MATTER

A grievance shall mean any violation, misinterpretation or inequitable application of this Agreement, existing laws, rules, procedures, regulations, administrative orders or work rules of the County of Rensselaer or a department thereof or any other condition of employment which relates to or involves the employee or employees. A disciplinary grievance shall mean protest of a proposed penalty on the basis of (1) innocence, (2) extenuating circumstance, or (3) inequitable application of rule or policy.

26.3 DEFINITIONS

Aggrieved: Shall mean any member of the bargaining unit.

Immediate Supervisor: Shall mean the next higher level of authority above the aggrieved in the department wherein the grievance exists.

Department: Shall mean any office, department, board, commission, or other agency of the government of the Employer.

Department Head: Shall mean that person so designated pursuant to local law, administrative code, rule or resolution of the Legislative Body as the Head of a Department.

Time Limits: Shall mean the number of days for processing grievances.

Day: Shall mean the work days of the aggrieved.

Decisions: Shall mean the ruling, determination, report or disposition made at any step of the procedure.

26.4 GENERAL PROVISIONS

26.4.1 Time limits for presentation and resolution of grievances may be extended by mutual agreement of the parties.

26.4.2 If the Employer does not comply with the time requirements, the grievance shall automatically proceed to the next step. A decision shall be timely if deposited in the mail within the time limits provided.

26.4.3 The various stages of this procedure shall, so far as practicable, be conducted during regular working hours.

26.4.4 Any fees or expenses involved in the arbitration proceeding for the arbitrator and stenographer shall be equally shared by the Employer and the aggrieved.

26.4.5 Class Action Grievance

26.4.5.1 Department: When a class of employees in the same department are affected by alleged grievances, the Union shall have the right to file such complaint(s) directly with the Department Head at Stage 2 of the grievance procedure.

26.4.5.2 County: When a class of employees in more than one department is affected by alleged grievances, the Union shall have the right to file such complaint(s) directly to the County Executive or his designee at Stage 3 of the grievance procedure.

If, in a disciplinary grievance, discipline has been imposed by a Department Head, the grievance procedure may be entered at Stage 2.

26.5 REPRESENTATION

Representation at any step of the procedure shall be limited to:

a. United Public Service Employees Union;

b. Any other representative designated by the aggrieved except another employee organization or representative of another employee organization;

c. The Union shall provide the Employer with a list of those individuals who are empowered to act as location representatives of the Union;

d. The Union shall further provide the name of the individual to whom a record of all decision is to be forwarded;

e. The Employer shall give reasonable notice as to dates for any hearings or meetings.

26.6 INFORMAL STAGE

Any employee who claims to have a grievance is encouraged to present his grievance to his immediate supervisor as soon as after the occurrence of the event giving rise to the grievance as is practical, orally, so that, if possible, the same expeditiously resolved on an informal basis.

26.7 INITIAL PRESENTATION - STAGE 1

a. A grievance must be presented to the immediate supervisor in writing within fifteen (15) days after the grievance occurs or becomes know.

b. The immediate supervisor shall discuss the grievance on an informal basis and take whatever investigative action he deems appropriate.

c. Within ten (10) days after the presentation of the grievance, the immediate supervisor shall deliver a written decision to the aggrieved and the Union.

26.8 DEPARTMENTAL PRESENTATION - STAGE 2

a. If the aggrieved be not satisfied with the decision made by his immediate supervisor, he may, within ten (10) days thereafter, request a review and

determination of the grievance by the Department Head. Such request must be in writing, contain a statement as to the specific nature of the grievance, and the facts relating to it and be accompanied by a copy of the grievance and the decision of the supervisor. Such request shall be served upon both the Department Head and the immediate supervisor to whom the grievance was originally presented.

b. The Department Head or his designee may, and at the request of the aggrieved shall, hold a hearing within ten (10) days after receiving the written request and statement from the aggrieved. The aggrieved and his representative, if any, may appear at the hearing and present oral statement or arguments.

c. Within ten (10) days after the close of the hearing, or within eight (8) days after the grievance has been submitted to him if there has been no hearing, the Department Head or his designee shall deliver a written decision to the aggrieved and the Union.

26.9 COUNTY EXECUTIVE - STAGE 3

a. If the aggrieved is not satisfied with the decision of the Department Head he may, within ten (10) days thereafter, request a hearing of the grievance by the County Executive or his designee. In disciplinary grievances, the Director of Personnel and Personnel shall serve as the designee.

b. The County Executive or his designee shall be the final stage for all grievances other than those alleging a violation, misinterpretation or inequitable application of a specific provision(s) of this Agreement.

c. The County Executive or his designee shall hold a hearing within ten (10) days of receipt of the request for review and shall give the parties at least three (3) days notice of the hearing date.

d. New evidence, testimony or arguments, as well as any documents, exhibits or other information submitted at prior stages of the grievance procedure may be presented.

e. Any hearing may be adjourned by the County Executive or his designee, buy any adjournment shall not exceed ten (10) days except with the mutual agreement of the aggrieved and the Employer.

f. The County Executive or his designee shall not be bound by formal rules of evidence.

g. A written summary shall be kept of each hearing.

h. Within ten (10) days after the close of the hearing, the County Executive or his designee shall deliver a written decision to the aggrieved and the Union.

SECTION 27

ARBITRATION

27.1 An appeal to arbitration from an unsatisfactory decision at Stage 3 regarding a contract dispute may be made by the Union within ten (10) days of the receipt of the Stage 3 decision. An appeal to arbitration may not be made unless all requisite stages of the grievance procedure have been complied with or waived by mutual agreement of the parties. A disciplinary grievance shall not be arbitral unless the proposed penalty exceeds a five day suspension.

27.2 Intent to arbitrate shall be initiated by either party servicing written notice upon the other party. The notice shall identify the contract provision in dispute, the issue or issues to be determined and the department, employee or employees involved.

27.3 Upon receipt of the request to arbitrate, the PERB procedure shall be utilized. If the parties cannot agree on the arbitrator, the selection shall be made by lot from a panel.

27.4 The arbitrator shall have not power to add to, subtract from or modify the provisions of the contract in arriving at a decision of the issue presented and shall confine his decision solely to the application and interpretation of the contract.

27.5 The arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him nor shall he submit observations or declarations of opinion which are not essential in reaching the determination.

27.6 Within thirty (30) days of the close of the hearing or submission of briefs, the arbitrator shall deliver a written decision to the Union and the Employer.

27.7 The decision or award of the arbitrator shall be final and binding.

SECTION 28

PAST PRACTICE

This Agreement supersedes all prior Agreements and past practices relative to all matters herein contained. All past practices, duties and responsibilities, if any, relative to matters not subject of this Agreement, affecting terms and conditions of employment still remain in full force and effect.

SECTION 29

MISCELLANEOUS PROVISIONS

29.1 COPIES OF THE AGREEMENT

The Employer shall make available to each employee a copy of this Agreement.

29.2 MILEAGE REIMBURSEMENT

Employees shall be reimbursed for the authorized use of their personal vehicles for official County business at the prevailing Internal Revenue Service authorized rate in effect on January 1st of each of the years of the contract period. There will be no changing of the rates, except on January 1st of each of the contract years. Employees shall, upon submission of a voucher, receive reimbursement within 60 days.

29.3 COUNTY VEHICLES

All employees who are presently assigned a County vehicle, on a permanent basis, for use on official County business shall have such continued as long as they remain in their present job title.

29.4 LABOR/MANAGEMENT MEETINGS

The purpose of this Section shall be to provide a forum to discuss and attempt to resolve matters of mutual concern and to avoid grievances.

29.4.1 Departmental Labor/Management Meetings shall be composed of a maximum of eight members. Four members shall be appointed by the Employer and four by the Union.

The Labor/Management Meetings shall be held no more than once each calendar quarter upon request of either party. Meetings shall be held on a date and time to be agreed upon in advance by both parties with the requesting party submitting an agenda of the topics for discussion.

29.42 LABOR COUNTYWIDE MANAGEMENT MEETINGS

Effective upon ratification in addition to labor management committees set forth herein, the parties agree to establish a Countywide labor management committee which shall meet quarterly. Each side shall be limited to 4 individuals unless increased by mutual agreement.

29.5 JOINT SAFETY COMMITTEE

A Joint Safety Committee will be established to review safety and health conditions in the County's various work locations. Individual safety committees shall be established at the Highway Department, Van Rensselaer Manor, the Sewer District and other work locations as needed.

The Safety Committee shall be comprised of six (6) members, three (3) of whom shall be designated by the Union from each respective work location, and three (3) by the County. The Safety Committee shall meet quarterly upon the request of either party.

The Safety Committee shall conduct investigations to determine whether or not a health or safety hazard exists and shall make recommendations for the solution of any hazards when they are found to exist.

29.6 EMPLOYEE PERSONNEL FILES

The Employer shall maintain a decentralized system among County departments for the filing of personnel documents relative to each employee covered by this Agreement. Upon request to the Department Head or his designee and in his/her presence, an employee shall be given an opportunity to review the contents of his/her personnel file and to place in such file a response to anything contained therein. In the event that the primary operating needs of the agency preclude the Department Head from immediately complying with an employee's request to review his/her personnel file, then the employee shall be given access to such file no later than two (2) work days following his/her initial request. No material pertaining to an employee's conduct, performance, character or personality, which is derogatory in nature, shall be placed in the personnel file without notification to the employee. The employee shall be given an opportunity to read such material and shall acknowledge this review by affixing his/her signature to same. It is understood that the employee's signature merely acknowledges that he/she has read such material, rather than, indicating agreement with its contents. Upon request, the employee shall be given a copy of such material. The union may review existing employee files on record upon the County's receipt of the appropriate release from the employee and upon the same terms as employee's review of their files.

29.7 SALARY STUDY:

The County shall pay up to $10,000.00 toward the cost of a county wide salary study to be performed and completed by a mutually agreed to outside agency specializing in such studies no later than December 31, 1998. The union agrees to fund any additional cost of the study. Both parties agree to maintain confidentiality of the study unless mutually agreed to by the parties.

The parties agree to meet prior to April 1, 1998 for the purpose of selecting the agency to perform the study.

SECTION 30

UNIFORM ALLOWANCE

30.1 UNIFORM ALLOWANCE

All employees of Van Rensselaer Manor and Infirmary in the job titles listed below shall be paid, by the first pay period in October, a uniform allowance according to the following rates:

YEAR	ALLOWANCE
1997	$125.00
1998	$150.00
1999	$150.00
2000	$175.00

30.1.a HIGHWAY DEPARTMENT

All highway workers will be provided annually by the County, at no cost to the employee, five (5) orange t-shirts for safety purposes to be worn at the direction of the supervisor.

30.2 JOB TITLES:

Assistant Physical Therapist
Baker
Building Maintenance Mechanic
Cleaner
Cook
Dietetic Technician
Dietitian
Food Service Helper
Laborer
Laundry Worker
Leisure Time Activity Aide
Licensed Practical Nurse
Motor Vehicle Operator
Nurse Aide
Parking Lot Attendants
Pharmacist
Physical Therapy Aide
Registered Professional Nurse
Seamstress
Supervising Physical Therapist
Watchman
Working Supervisor

30.3 WINTER JACKETS

For the benefit of Parking Lot Attendants and Sewer District employees, the Employer will purchase and make available winter jackets to be used for work during assigned work shifts only. It is understood that such jackets are to remain the property of the Employer and shall be returned to the employer upon termination. A reasonable state of repair and cleanliness is the responsibility of the assigned user.

30.4 TOOL ALLOWANCE

All full-time Building Maintenance Workers, Building Maintenance Mechanics, Maintenance Workers and Automotive Mechanics who are required to provide their own tools on the job shall be paid, by the first pay period in October, a tool allowance according to the following rates:

YEAR	ALLOWANCE
1997	$225.00
1998	$250.00

30.5 PROTECTIVE FOOTWEAR ALLOWANCE

Each Highway Department and Sewer District employee shall be given a protective footwear allowance of up to $50.00 annually. The employee shall receive reimbursement upon presentation of the sales receipt to his Department Head. Footwear shall be worn at the direction of the supervisor. The parties agree to meet within 30 days of ratification to determine appropriate footwear.

30.6 MECHANICS
Mechanics shall be reimbursed up to $75.00 per year for the purchase of a jacket and/or coveralls. Reimbursement shall be made upon presentation of a sales receipt.

SECTION 31

DRUG & ALCOHOL POLICY

31.1 (SEE ADDENDUM IV)

31.2 DISCIPLINARY POLICY

Employees subject to requirements of the federal regulations (employees hold referenced to CDL licenses) concerning drug and alcohol testing employees shall be required to seek evaluation from the Substance Abuse Professional ("SAP") upon a confirmed positive test/or refusal to take test as soon as practicable after receiving notice of a confirmed positive test/refusal.

The employee shall be required to implement compliance of SAP's recommendation within 45 days of receipt of same.

The employee shall remain on unpaid status (though he/she may utilize accrual sick, personal or vacation time) until such time as he/she complies. Section 75 rights shall not be afforded employees during this period.

An employee failing to comply with recommendations within an additional 45 days shall be disciplined in accordance with the provisions of the Collective Bargaining Agreement and shall thereafter be afforded Section 75 rights as set forth in the agreement.

**This provision shall be effective for employees hired subsequent to the ratification of this agreement.

TERM OF AGREEMENT

This Agreement shall be effective as of January 1, 1997, and shall continue in full force and effect to and including December 31, 2000, and thereafter from year to year until a successor agreement has been negotiated.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals this 27th day of October, 1998.

UNITED PUBLIC SERVICE EMPLOYEES UNION

Kevin E. Boyle, Jr.
President

Gary Hickey
Vice President/Regional Director

Negotiating Team

1/7/99

COUNTY OF RENSSELAER

BY: Joseph W. Cybulski
Henry Zwack Joseph W. Cybulski (Deputy)
Rensselaer County Executive

Approved as to Form: County Attorney

APPROVED:
BUREAU OF BUDGET

MEMORANDUM OF AGREEMENT

Agreement made and entered into this 30th day of July, 1997 by and between the County of Rensselaer (hereinafter "County") and United Public Service Employees Union Local 424 (hereinafter "Union").

Whereas the parties have executed a Memorandum of Agreement on July 30, 1997, containing terms and conditions for a successor collective bargaining agreement to the agreement covering the period January 1, 1994 through December 31, 1996; and

Whereas the parties wish to clarify a certain provision of said Memorandum of Agreement;

Therefore, the parties agree as follows:

1. Addenda I and II to the collective bargaining agreement shall not be part of the other Memorandum of Agreement dated July 30, 1997. Rather. the parties expressly agree to meet within five (5) working days from the date hereof and to meet as often as mutually agreed over the ensuing thirty (30) calendar days for the purpose of reaching agreement on the titles to be included and excluded from the bargaining unit. In any event, the parties agree that they shall conclude an agreement on the contents of Addenda I and II no later than thirty (30) calendar days from the date hereof. Any dispute regarding titles to be included and excluded from the bargaining unit which has not been resolved shall be brought before the Public Employment Relations Board (PERB).

Agreed to:

United Public Service Employees Union Local 424	County of Rensselaer
Kevin E. Boyle, Jr. President	Henry F. Zwack County Executive

ADDENDUM I

TITLES EXCLUDED FROM THE BARGAINING UNIT

..UDITORS

County Auditor
Deputy County Auditor
Confidential Assistant to County Auditor

BOARD OF ELECTIONS

Commissioner of Elections
Custodian of Records
Election Registrar
Sr. Election Registrar
Voting Machine Custodian
Sr. Voting Machine Custodian

BUDGET

Director of Budget
Program Associate
Sr. Program Associate
Secretary to Budget Director

BUREAU OF RESEARCH & INFORMATION SERVICES

Commissioner of BRIS
Principal Programmer Analyst
Secretary to Commissioner of BRIS

CENTRAL SERVICES

ADMINISTRATION:
Director of Central Services
Deputy Director of Central Services
Secretary to Director of Central Services

CENTRAL PRINTING:
Principal Mail & Reproduction Clerk

BUILDINGS:
Superintendent of Buildings

COUNTY ATTORNEY

County Attorney
Deputy County Attorney
Assistant County Attorney
Secretary to County Attorney
Law Intern

COUNTY CLERK

County Clerk
Deputy County Clerk
Secretary to County Clerk

COUNTY EXECUTIVE

County Executive
Executive Assistant
Executive Secretary
Secretary to Deputy County Executive

DISTRICT ATTORNEY

District Attorney
First Assistant District Attorney
Assistant District Attorney
Secretary to District Attorney
Confidential Assistant to District Attorney

ECONOMIC DEVELOPMENT & Planning

Director of Economic Development & Planning
Assistant Director of Economic Development & Planning
Secretary to the Director of Economic Development & Planning

EMPLOYMENT AND TRAINING

Commissioner
Deputy Commissioner
Secretary to Commissioner

ENVIRONMENTAL MANAGEMENT COUNCIL/DYKEN POND

Director of Environmental Management Council

FINANCE

Chief Fiscal Officer
Deputy Chief Fiscal Officer
Confidential Assistant to the CEO
Secretary to the CFO
Financial Review Specialist
Fiscal Operations Manager

HEALTH DEPARTMENT

Public Health Director
Deputy Director - Administration
Deputy Director - Children with Special Needs
Chief Medical Examiner
Medical Consultant
Secretary to Director
Director TB Control

HIGHWAY DEPARTMENT

Deputy County Engineer
Deputy County Engineer - Administration
Assistant Highway Superintendent
Secretary to County Engineer

LEGISLATURE:

CLERK OF LEGISLATIVE BOARD
Clerk of Legislature
Director of Constituent Relations
Secretary to Clerk of Legislature

LEGISLATIVE BOARD
Chairman
Vice Chairman
County Legislator
Legal Counsel to Majority
Legal Counsel to Minority
Director of Communications
Secretary to Chairman
Legislative Assistant - Majority
Legislative Assistant - Minority

MENTAL HEALTH

Commissioner
Deputy Commissioner of Mental Health
Director of Clinical Administration
Staff Psychiatrist
Associate Fiscal Analyst
Chief Psychologist
Supervising Psychologist
Director of Substance Abuse Services

PERSONNEL DEPARTMENT

Director of Personnel
Deputy Director of Personnel
Labor Relations & Personnel Aide
Benefits Representative
Stenographer
Human Resource Specialist

PROBATION DEPARTMENT

Probation Director II

PUBLIC DEFENDER

Public Defender
Assistant Public Defender
Secretary to Public Defender

REAL PROPERTY TAX SERVICES

Director of Real Property Tax Services
Secretary to the Director of Real Property

STOP DWI

Coordinator of Stop DWI

UNIFIED FAMILY SERVICES
Commissioner of UFS

DETENTION SERVICES
Detention Services Director
Assistant Detention Services Director

YOUTH SERVICES
Deputy Commissioner - Youth
Secretary to Deputy Commissioner

AGING SERVICES
Deputy Commissioner - Aging
Coordinator of Center Operations
Secretary to Deputy Commissioner
Confidential Assistant

VETERANS SERVICE AGENCY
Director of Veterans

SEWAGE DISTRICT

Commissioners
Chairman of Commissioners
Administrative Director
Director of Operations/Maintenance
Legal Counsel

SOCIAL SERVICES

ADMINISTRATION
Commissioner of Social Services
Executive Deputy
Deputy Commissioner Administrative Services
Deputy Commissioner of Social Services
Assistant Social Services Attorney
Administrative Assistant
Secretary to Commissioner

VAN RENSSELAER MANOR
Executive Director
Director of Nurses
Assistant Administrator
Senior Stenographer
Labor Relations & Personnel Aide
Assistant Physician
Chaplain
Dentist
Physician

ADDENDUM II
TITLES INCLUDED IN THE BARGAINING UNIT

GRADE	TITLE OF JOB
15	Accountant
4	Account Clerk
4	Account Clerk Typist
20	Accounting Supervisor, Grade A
18	Accounting Supervisor, Grade B
hourly	Activities Aide
14	Administrative & Personnel Technician
hourly	Aging Service Aide
17	Aging Services Center Director I
13	Aging Services Center Director II
11	Aging Services Center Director III
3	Aging Services Representative
10	Aging Services Specialist
8	Assistant Aging Services Center Director
10	Assistant Computer Operator
22	Assistant Coordinator Substance Abuse
ungraded	Assistant Director of Nursing
22	Assistant Director of Substance Abuse Services
ungraded	Assistant Economic Developer
15	Assistant Environmental Educator
8	Assistant Housekeeper
9	Assistant Physical Therapist
12	Assistant Sanitary Code Enforcement Officer
ungraded	Assistant Secretary to County Attorney
12	Assistant Superintendent of Buildings
ungraded	Assistant Supervising Nurse
	Assistant Veterans Counselor
14	Associate Account Clerk
22	Associate Programming Analyst
ungraded	Associate Public Health Engineer
22	Associate Public Health Sanitarian
4	Audit Clerk
hourly	Automotive Mechanic
hourly	Automotive Mechanic Helper
8	Baker
hourly	Barber
hourly	Boiler Attendant
8	Bookkeeping Machine Operator
hourly	Bridge Supervisor
12	Building Attendant I
10	Building Attendant II
9	Building Maintenance Mechanic
7	Building Maintenance Worker
22	Building Mechanical Engineer
ungraded	Case Manager
20	Case Supervisor A
18	Case Supervisor B
15	Caseworker
13	Caseworker Trainee
9	Certified Occupational Therapy Assistant
21	Chief Social Welfare Examiner
20	Child Protective Coordinator
18	Child Protective Supervisor
17	Child Protective Worker

ADDENDUM II
TITLES INCLUDED IN THE BARGAINING UNIT

GRADE	TITLE OF JOB
hourly	Cleaner
2	Clerk
10	Clinical Billing Specialist
4	Clinical Receptionist
ungraded	Community Development Administrator
ungraded	Community Development Specialist
19	Community Prevention Coordinator
1	Community Service Aide
13	Community Service Coordinator
2	Community Service Worker
12	Computer Operator
12	Computer Records Recording Supervisor
ungraded	Computer Supervisor (E-911)
ungraded	Confidential Assistant to Public Defender
14	Confidential Investigator
20	Consulting Dietician
9	Cook
ungraded	Coordinator of Delinquent Property Tax
20	Coordinator of Disability Services
ungraded	Coordinator of Elementary Education Program
20	Coordinator of MICA Services
17	Coordinator of Nursing Training
ungraded	Coordinator of Restorative Services
15	County Detective
16	Court Consultation Specialist
	Criminal Justice Specialist
3	Data Entry Machine Operator
13	Developmental Disability Social Work Aid
21	Dietetic Services Director
18	Dietetic Service Supervisor
12	Dietetic Technician
20	Dietitian
18	Director of Patient & Family Services
	Director of Weights and Measures II
9	Draftsperson
19	E911 Coordinator
5	E911 Technician
ungraded	Early Care Service Coordinator
15	Early Care Service Worker
12	Employment and Training Assistant
19	Employment and Training Job Developer
22	Environmental Educator
ungraded	Epidemiology Nurse
hourly	Food Service Helper
14	Food Service Manager
21	Forensic Coordinator
20	GIS Coordinator
16	GIS Technician II
12	GIS Technician III
hourly	Groundskeeper
ungraded	Head Nurse
18	Head Social Welfare Examiner
hourly	Highway Dispatcher
hourly	Highway Supervisor II
4	Home Health Aide
4	Homemaker

ADDENDUM II
TITLES INCLUDED IN THE BARGAINING UNIT

GRADE	TITLE OF JOB
12	Information Processing Technician II
13	Intake & Referral Assistant
ungraded	Junior Civil Engineer
15	Laboratory Director
hourly	Laborer
hourly	Laborer - Highway
hourly	Laundry Worker
hourly	Leisure Time Activities Aide
12	Leisure Time Activities Director
ungraded	Licensed Practical Nurse
9	Maintenance Helper
13	Maintenance Mechanic - Sewer
22	Maintenance Supervisor - Sewer
7	Maintenance Worker
18	Managed Care Coordinator
9	Managed Care Examiner
12	Management Information Specialist
24	Mental Health Case Manager
16	Mental Health Case Manager II
18	Mental Health Information Coordinator
ungraded	Mental Health Program Coordinator
22	Mental Health Team Leader
13	Mental Health Social Work Aide
20	Mental Health Social Worker I
18	Mental Health Social Worker II
17	Mental Health Social Worker III
3	Messenger
18	Microcomputer Support Analyst
8	Mortgage Tax Cashier
hourly	Motor Equipment Operator (Heavy)
hourly	Motor Equipment Operator (Light)
15	Motor Equipment Parts Man
ungraded	Motor Vehicle Financial Supervisor
8	Motor Vehicle License Clerk
4	Motor Vehicle Operator
ungraded	Multi-Disciplinary Team Liaison
17	Network Administrator
hourly	Nurse Aide
7	Nutrition Site Manager
hourly	Occupational Therapist
10	Office Manager
ungraded	Paralegal
hourly	Parking Lot Attendant
12	Pest Control Foreman
20	Pharmacist
5	Photocopy Machine Operator
18	Physical Therapist
hourly	Physical Therapist Aide
8	Pistol Permit Processing Clerk
16	Planner
ungraded	Planning Aide
22	Principal Accountant
12	Principal Account Clerk
8	Principal Clerk
7	Principal Data Entry Operator
13	Principal Motor Vehicle License Clerk

ADDENDUM II
TITLES INCLUDED IN THE BARGAINING UNIT

GRADE	TITLE OF JOB
24	Principal Programmer Analyst II
14	Principal Social Welfare Examiner
10	Principal Stenographer
15	Principal Stores Clerk
9	Principal Typist
6	Printing Machine Operator
8	Probation Assistant
17	Probation Officer
13	Probation Officer Trainee
22	Probation Supervisor
14	Processing Technician I
12	Processing Technician II
ungraded	Program Associate (Mental Health)
17	Programmer Analyst
6	Public Health Aide
22	Public Health Engineer
ungraded	Public Health Nursing Director
18	Public Health Sanitarian
12	Public Health Technician
ungraded	Public Health Nurse
ungraded	Quality Assurance Nurse
20	Quality Assurance Specialist
ungraded	Rad. & Chem. Officer
14	Real Property Assistant
5	Receptionist
hourly	Records Management Coordinator
5	Records Receiving Clerk
13	Records Room Supervisor
ungraded	Recreation Therapist
ungraded	Registered Nurse
ungraded	Registered Professional Nurse
20	Rehabilitory Coordinator
hourly	Relief Motor Vehicle Operator
10	Research Assistant
7	Resource Assistant
13	Sanitary Code Enforcement Officer
hourly	Seamstress
ungraded	Secretary to Assistant Public Defender
12	Security Supervisor
17	Senior Accountant
8	Senior Account Clerk
hourly	Senior Automotive Mechanic
10	Senior Building Maintenance Mechanic
17	Senior Case Worker
4	Senior Clerk
6	Senior Clerk Typist
14	Senior Computer Operator
17	Senior Early Care Service Worker
ungraded	Senior Economic Developer
ungraded	Senior Election Registrar
12	Senior Employment & Training Assistant
12	Senior Engineering Aide
18	Senior Fiscal Analyst
10	Senior Houseparent
12	Senior Laboratory Technician
15	Senior Maintenance Mechanic

ADDENDUM II
TITLES INCLUDED IN THE BARGAINING UNIT

GRADE	TITLE OF JOB
8	Senior Medical Audit Clerk
24	Senior Mental Health Team Leader
10	Senior Mortgage Tax Cashier
10	Senior Motor Vehicle License Clerk
18	Senior Planner
20	Senior Probation Officer
20	Senior Programmer Analyst
17	Senior Public Health Educator
20	Senior Public Health Sanitarian
14	Senior Public Health Technician I
13	Senior Public Health Technician II
17	Senior Purchasing Agent
8	Senior Real Property Clerk
16	Senior Resource Consultant
10	Senior Social Welfare Examiner
6	Senior Stenographer
7	Senior Stores Clerk
10	Senior Support Investigator
4	Senior Typist
ungraded	Senior Voting Machine Custodian
18	Senior Welfare Investigator
ungraded	Social Service Job Developer
9	Social Welfare Examiner
18	Social Worker
8	Social Worker Aide
15	Social Worker Assistant
15	Special Investigator (Confidential)
ungraded	Special Projects Assistant
14	Special Teacher
18	Speech Pathologist
20	Staff Development Coordinator
14	Staff Development Technician
ungraded	Staff Psychologist
4	Stenographer
3	Stores Clerk
18	Student Assistance Specialist
18	Student Assistant Program Education Counsel
19	Substance Abuse Prevention Educator
19	Substance Abuse Prevention Coordinator
20	Substance Abuse Specialist
19	Supervising Mental Health Nurse
22	Supervising Pharmacist
21	Supervising Physical Therapist
ungraded	Supervising Public Health Nurse
15	Supervising Support Investigator
22	Supervising Wastewater Plant Operator
14	Supervisor of Billing
	Supervisor of Tax Mapping Services
15	Support Collection Supervisor
9	Support Collector
9	Support Investigator

ADDENDUM II
TITLES INCLUDED IN THE BARGAINING UNIT

GRADE	TITLE OF JOB
14	Tax Map Technician
4	Telephone Operator
8	Title Searcher
ungraded	Transportation Coordinator
3	Typist
14	Utilization Review Screener
15	Utilization Review Specialist
10	Veterans Counselor
ungraded	Victim's Liaison Coordinator
18	Vocational Rehabilitation Counselor
hourly	Voting Machine Custodian
ungraded	VRM Assistant Supervisor of Nursing
ungraded	VRM Head Nurse
ungraded	VRM Registered Professional Nurse
17	Wastewater Plant Operator
2	Ward Clerk
hourly	Watchman
hourly	Welder/Fabricator
15	Welfare Investigator
9	Welfare Management Systems Coordinator
6	Working Supervisor
hourly	Working Supervisor - Highway
ungraded	Youth Outreach Worker
13	Youth Services Worker

ADDENDUM III - SALARY SCHEDULE 1997-2000 (EMPLOYEES HIRED PRIOR TO 8/13/97)										
Pay	1/1/97	1/1/97	1st full pay pd 7/97	1st full pay pd 7/97	1/1/98	1/1/98	1/1/99	1/1/99	1/1/00	1/1/00
Grade	2%	2%	1%	1%	3%	3%	3.25%	3.25%	3.50%	3.50%
	start	grade	start	grade	start	grade	start	grade	start	grade
1	$17,240	$17,540	$17,415	$17,715	$17,946	$18,246	$18,539	$18,839	$19,198	$19,498
2	$17,803	$18,103	$17,984	$18,284	$18,533	$18,833	$19,145	$19,445	$19,826	$20,126
3	$18,396	$18,696	$18,583	$18,883	$19,149	$19,449	$19,781	$20,081	$20,484	$20,784
4	$19,046	$19,346	$19,240	$19,540	$19,826	$20,126	$20,480	$20,780	$21,207	$21,507
5	$19,683	$19,983	$19,883	$20,183	$20,488	$20,788	$21,164	$21,464	$21,915	$22,215
6	$20,321	$20,621	$20,528	$20,828	$21,153	$21,453	$21,850	$22,150	$22,625	$22,925
7	$20,960	$21,260	$21,172	$21,472	$21,816	$22,116	$22,535	$22,835	$23,334	$23,634
8	$21,710	$22,010	$21,930	$22,230	$22,597	$22,897	$23,341	$23,641	$24,168	$24,468
9	$22,540	$22,840	$22,768	$23,068	$23,460	$23,760	$24,232	$24,532	$25,091	$25,391
10	$23,510	$23,810	$23,748	$24,048	$24,469	$24,769	$25,274	$25,574	$26,169	$26,469
11	$24,361	$24,661	$24,607	$24,907	$25,354	$25,654	$26,188	$26,488	$27,115	$27,415

ADDENDUM III - SALARY SCHEDULE
1997-2000
(EMPLOYEES HIRED PRIOR TO 8/13/97)

Pay	1/1/97	1/1/97	1st full pay pd 7/97	1st full pay pd 7/97	1/1/98	1/1/98	1/1/99	1/1/99	1/1/00	1/1/00
Grade	2%	2%	1%	1%	3%	3%	3.25%	3.25%	3.50%	3.50%
	start	grade	start	grade	start	grade	start	grade	start	grade
12	$25,213	$25,513	$25,468	$25,768	$26,241	$26,541	$27,104	$27,404	$28,063	$28,363
13	$26,429	$26,729	$26,696	$26,996	$27,506	$27,806	$28,410	$28,710	$29,415	$29,715
14	$27,689	$27,989	$27,969	$28,269	$28,817	$29,117	$29,763	$30,063	$30,815	$31,115
15	$29,273	$29,573	$29,569	$29,869	$30,465	$30,765	$31,465	$31,765	$32,577	$32,877
16	$30,548	$30,848	$30,856	$31,156	$31,791	$32,091	$32,834	$33,134	$33,994	$34,294
17	$31,829	$32,129	$32,150	$32,450	$33,124	$33,424	$34,210	$34,510	$35,418	$35,718
18	$33,583	$33,883	$33,922	$34,222	$34,949	$35,249	$36,095	$36,395	$37,369	$37,669
19	$35,328	$35,628	$35,684	$35,984	$36,764	$37,064	$37,969	$38,269	$39,308	$39,608
20	$37,029	$37,329	$37,402	$37,702	$38,533	$38,833	$39,795	$40,095	$41,198	$41,498
21	$38,731	$39,031	$39,122	$39,422	$40,305	$40,605	$41,625	$41,925	$43,092	$43,392
22	$40,432	$40,732	$40,839	$41,139	$42,073	$42,373	$43,450	$43,750	$44,981	$45,281
23	$42,133	$42,433	$42,557	$42,857	$43,843	$44,143	$45,278	$45,578	$46,873	$47,173
24	$43,833	$44,133	$44,275	$44,575	$45,612	$45,912	$47,104	$47,404	$48,763	$49,063
25	$45,536	$45,836	$45,994	$46,294	$47,383	$47,683	$48,933	$49,233	$50,656	$50,956

SALARY/HOURLY RATE SCHEDULE
1997-2000
(EMPLOYEES HIRED PRIOR TO 8/13/97)

HOURLY	1/1/97	1/1/97	1st full pay pd 7/97	1st full pay pd 7/97	1/1/98	1/1/98	1/1/99	1/1/99	1/1/00	1/1/00
TITLES	2%	2%	1%	1%	3%	3%	3.25%	3.25%	3.50%	3.50%
	start	grade	start	grade	start	grade	start	grade	start	grade
Aging Service Aide	8.832	8.972	8.922	9.062	9.194	9.334	9.497	9.637	9.834	9.974
Automotive Mechanic	12.063	12.203	12.185	12.325	12.555	12.695	12.968	13.108	13.427	13.567
Automotive Mechanic Helper	11.022	11.162	11.133	11.273	11.471	11.611	11.848	11.988	12.268	12.408
Barber	16.338	16.478	16.503	16.643	17.002	17.142	17.559	17.699	18.178	18.318
Boiler Attendant	8.704	8.844	8.793	8.933	9.061	9.201	9.360	9.500	9.693	9.833
Cleaner	8.704	8.844	8.793	8.933	9.061	9.201	9.360	9.500	9.693	9.833
Dispatcher	8.704	8.844	8.793	8.933	9.061	9.201	9.360	9.500	9.693	9.833
Food Service Helper	8.704	8.844	8.793	8.933	9.061	9.201	9.360	9.500	9.693	9.833
Highway Dispatcher	12.079	12.219	12.201	12.341	12.571	12.711	12.984	13.124	13.443	13.583
Highway Supervisor II	14.488	14.628	14.634	14.774	15.077	15.217	15.572	15.712	16.122	16.262
Laborer	8.704	8.844	8.793	8.933	9.061	9.201	9.360	9.500	9.693	9.833
Laborer (Highway)	8.853	8.993	8.943	9.083	9.215	9.355	9.519	9.659	9.857	9.997
Laundry Worker	8.704	8.844	8.793	8.933	9.061	9.201	9.360	9.500	9.693	9.833
Leisure Time Activities Aide	8.704	8.844	8.793	8.933	9.061	9.201	9.360	9.500	9.693	9.833

SALARY/HOURLY RATE SCHEDULE
1997-2000
(EMPLOYEES HIRED PRIOR TO 8/13/97)

HOURLY	1/1/97	1/1/97	1st full pay pd 7/97	1st full pay pd 7/97	1/1/98	1/1/98	1/1/99	1/1/99	1/1/00	1/1/00
TITLES	2%	2%	1%	1%	3%	3%	3.25%	3.25%	3.50%	3.50%
	start	grade	start	grade	start	grade	start	grade	start	grade
MEOH	12.063	12.203	12.185	12.325	12.555	12.695	12.968	13.108	13.427	13.567
MEOL	11.193	11.333	11.307	11.447	11.650	11.790	12.033	12.173	12.459	12.599
Nurse Aide	8.704	8.844	8.793	8.933	9.061	9.201	9.360	9.500	9.693	9.833
Painter	8.704	8.844	8.793	8.933	9.061	9.201	9.360	9.500	9.693	9.833
Parking Lot Attendant	8.704	8.844	8.793	8.933	9.061	9.201	9.360	9.500	9.693	9.833
Physical Therapist Aide	8.704	8.844	8.793	8.933	9.061	9.201	9.360	9.500	9.693	9.833
Seamstress	8.704	8.844	8.793	8.933	9.061	9.201	9.360	9.500	9.693	9.833
Senior Auto Mechanic	14.488	14.628	14.634	14.774	15.077	15.217	15.572	15.712	16.122	16.262
Watchman	9.788	9.928	9.887	10.027	10.188	10.328	10.524	10.664	10.897	11.037
Working Supervisor (Highway)	12.275	12.415	12.400	12.540	12.776	12.916	13.196	13.336	13.663	13.803

SALARY SCHEDULE 1997-2000 (EMPLOYEES HIRED 8/13/97 ON)								
Pay	8/13/97	1/1/98	1/1/98	1/1/99	1/1/99	1/1/00	1/1/00	1/1/00
Grade		3%	3%	3.25%	3.25%	3.5%	3.5%	3.5%
	0-1 years	0-1 years	1-3 years	0-1 years	1-3 years	0-1 years	1-3 years	3+ years
1	$15,944	$16,421	$17,334	$16,955	$17,897	$17,548	$18,523	$19,498
2	$16,456	$16,950	$17,891	$17,501	$18,473	$18,113	$19,120	$20,126
3	$16,995	$17,504	$18,477	$18,073	$19,077	$18,706	$19,745	$20,784
4	$17,586	$18,113	$19,120	$18,702	$19,741	$19,356	$20,432	$21,507
5	$18,165	$18,709	$19,749	$19,318	$20,391	$19,994	$21,104	$22,215
6	$18,745	$19,308	$20,380	$19,935	$21,043	$20,633	$21,779	$22,925
7	$19,325	$19,904	$21,010	$20,552	$21,693	$21,271	$22,452	$23,634
8	$20,007	$20,607	$21,752	$21,277	$22,459	$22,021	$23,245	$24,468
9	$20,761	$21,384	$22,572	$22,079	$23,305	$22,852	$24,121	$25,391
10	$21,643	$22,292	$23,531	$23,017	$24,295	$23,822	$25,146	$26,469
11	$22,416	$23,089	$24,371	$23,839	$25,164	$24,674	$26,044	$27,415

SALARY SCHEDULE 1997-2000 (EMPLOYEES HIRED 8/13/97 ON)								
Pay	8/13/97	1/1/98	1/1/98	1/1/99	1/1/99	1/1/00	1/1/00	1/1/00
Grade		3%	3%	3.25%	3.25%	3.5%	3.5%	3.5%
	0-1 years	0-1 years	1-3 years	0-1 years	1-3 years	0-1 years	1-3 years	3+ years
12	$23,191	$23,887	$25,214	$24,664	$26,034	$25,527	$26,945	$28,363
13	$24,296	$25,025	$26,416	$25,839	$27,275	$26,744	$28,229	$29,715
14	$25,442	$26,205	$27,661	$27,057	$28,560	$28,004	$29,559	$31,115
15	$26,882	$27,689	$29,227	$28,589	$30,177	$29,589	$31,233	$32,877
16	$28,040	$28,882	$30,486	$29,821	$31,477	$30,865	$32,579	$34,294
17	$29,205	$30,082	$31,753	$31,059	$32,785	$32,146	$33,932	$35,718
18	$30,800	$31,724	$33,487	$32,756	$34,575	$33,902	$35,786	$37,669
19	$32,386	$33,358	$35,211	$34,442	$36,356	$35,647	$37,628	$39,608
20	$33,932	$34,950	$36,891	$36,086	$38,090	$37,348	$39,423	$41,498
21	$35,480	$36,545	$38,575	$37,733	$39,829	$39,053	$41,222	$43,392
22	$37,025	$38,136	$40,254	$39,375	$41,563	$40,753	$43,017	$45,281
23	$38,571	$39,729	$41,936	$41,020	$43,299	$42,456	$44,814	$47,173
24	$40,118	$41,321	$43,616	$42,664	$45,034	$44,157	$46,610	$49,063
25	$41,665	$42,915	$45,299	$44,310	$46,771	$45,860	$48,408	$50,956

SALARY/HOURLY RATE SCHEDULE
1997-2000
(EMPLOYE[illegible]RED 8/13/97 ON)

HOURLY	8/13/97	1/1/98	1/1/98	1/1/99	1/1/99	1/1/00	1/1/00	1/1/00
TITLES		3%	3%	3.25%	3.25%	3.50%	3.50%	3.50%
	0-1 years	0-1 years	1-3 years	0-1 years	1-3 years	0-1 years	1-3 years	3+ years
Aging Service Aide	8.156	8.401	8.867	8.673	9.155	8.977	9.475	9.974
Automotive Mechanic	11.093	11.426	12.060	11.797	12.453	12.210	12.889	13.567
Automotive Mechanic Helper	10.146	10.450	11.030	10.789	11.389	11.167	11.788	12.408
Barber	14.979	15.428	16.285	15.929	16.814	16.486	17.402	18.318
Boiler Attendant	8.040	8.281	8.741	8.550	9.025	8.850	9.341	9.833
Cleaner	8.040	8.281	8.741	8.550	9.025	8.850	9.341	9.833
Dispatcher	8.040	8.281	8.741	8.550	9.025	8.850	9.341	9.833
Food Service Helper	8.040	8.281	8.741	8.550	9.025	8.850	9.341	9.833
Highway Dispatcher	11.107	11.440	12.075	11.812	12.468	12.225	12.904	13.583
Highway Supervisor II	13.297	13.695	14.456	14.141	14.926	14.636	15.449	16.262
Laborer	8.040	8.281	8.741	8.550	9.025	8.850	9.341	9.833
Laborer (Highway)	8.175	8.420	8.887	8.693	9.176	8.997	9.497	9.997
Laundry Worker	8.040	8.281	8.741	8.550	9.025	8.850	9.341	9.833
Leisure Time Activities Aide	8.040	8.281	8.741	8.550	9.025	8.850	9.341	9.833
MEOH	11.093	11.426	12.060	11.797	12.453	12.210	12.889	13.567
MEOL	10.302	10.611	11.201	10.956	11.564	11.339	11.969	12.599
Nurse Aide	8.040	8.281	8.741	8.550	9.025	8.850	9.341	9.833
Painter	8.040	8.281	8.741	8.550	9.025	8.850	9.341	9.833
Parking Lot Attendant	8.040	8.281	8.741	8.550	9.025	8.850	9.341	9.833
Physical Therapist Aide	8.040	8.281	8.741	8.550	9.025	8.850	9.341	9.833
Seamstress	8.040	8.281	8.741	8.550	9.025	8.850	9.341	9.833
Senior Auto Mechanic	13.297	13.695	14.456	14.141	14.926	14.636	15.449	16.262
Watchman	9.024	9.295	9.812	9.598	10.131	9.933	10.485	11.037
Working Supervisor (Highway)	11.286	11.624	12.270	12.002	12.669	12.423	13.113	13.803

SALARY SCHEDULE 1997-2000 (EMPLOYEES 8/13/97 ON)								
VAN RENSSELAER MANOR	8/13/97	1/1/98	1/1/98	1/1/99	1/1/99	1/1/00	1/1/00	1/1/00
NURSING TITLES		3%	3%	3.25%	3.25%	3.5%	3.5%	3.5%
	0-1 years	0-1 years	1-3 years	0-1 years	1-3 years	0-1 years	1-3 years	3+ years
Ass't. Dir. of Nursing	$34,808	$35,852	$37,844	$37,018	$39,074	$38,314	$40,442	$42,571
Ass't Sup. of Nursing	$33,696	$34,707	$36,635	$35,834	$37,825	$37,089	$39,150	$41,210
Quality Assurance Nurse	$32,566	$33,543	$35,407	$34,633	$36,557	$35,845	$37,837	$39,828
Utilization Review Nurse	$29,642	$33,543	$35,407	$34,633	$36,557	$35,845	$37,837	$39,828
Head Nurse	$31,314	$32,253	$34,045	$33,302	$35,152	$34,467	$36,382	$38,297
RN	$29,642	$30,531	$32,227	$31,523	$33,274	$32,626	$34,438	$36,251
LPN	$23,351	$24,052	$25,388	$24,834	$26,213	$25,703	$27,131	$28,559

SALARY SCHEDULE 1997-2000 (EMPLOYEES HIRED PRIOR TO 8/13/97)										
VAN RENSSELAER MANOR	1/1/97	1/1/97	1st full pay pd 7/97	1st full pay pd 7/97	1/1/98	1/1/98	1/1/99	1/1/99	1/1/00	1/1/00
NURSING TITLES	2%	2%	1%	1%	3%	3%	3.25%	3.25%	3.50%	3.50%
	start	grade	start	grade	start	grade	start	grade	start	grade
Ass't. Dir. of Nursing	$37,993	$38,293	$38,376	$38,676	$39,536	$39,836	$40,831	$41,131	$42,271	$42,571
Ass't Sup. of Nursing	$36,769	$37,069	$37,140	$37,440	$38,263	$38,563	$39,516	$39,816	$40,910	$41,210
Quality Assurance Nurse	$35,525	$35,825	$35,884	$36,184	$36,970	$37,270	$38,181	$38,481	$39,528	$39,828
Utilization Review Nurse	$32,309	$32,609	$32,635	$32,935	$36,970	$37,270	$38,181	$38,481	$39,528	$39,828
Head Nurse	$34,148	$34,448	$34,493	$34,793	$35,537	$35,837	$36,702	$37,002	$37,997	$38,297
RN	$32,309	$32,609	$32,635	$32,935	$33,623	$33,923	$34,725	$35,025	$35,951	$36,251
LPN	$25,389	$25,689	$25,646	$25,946	$26,424	$26,724	$27,293	$27,593	$28,259	$28,559

ADDENDUM IV
CDL DRUG TESTING POLICY

COUNTY OF RENSSELAER

FEDERAL DEPARTMENT OF TRANSPORTATION

DRUG & ALCOHOL

POLICY & PROGRAM

INTRODUCTION:

On September 15, 1986,President Reagan issued an Executive order mandating a drug-free Federal Workplace with the intent that the Federal workforce would serve as a model for all American business. Subsequent to this, the Department of Health and Human Service (DHHS) published on April 11, 1988, Mandatory Guidelines for Federal Workplace Drug Testing Program.

On October 28, 1991, President Bush signed the Omnibus Transportation Employee Testing Act (OTETA) of 1991. The Act required the Federal Department of Transportation to develop additional regulations that required drug and alcohol testing of additional safety-sensitive employees in the aviation, highway, rail and transit industries. Specific regulations which impact Rensselaer County are:

Title 49 Code of Federal Regulations (CFR) Part 40 - Specifies procedures which must be followed by the County when conducting drug and/or alcohol testing pursuant to Federal regulations.

Title 49 CFR Part 382 - Controlled Substances and Alcohol Use and Testing - Requires employers to test their employees who maintain Commercial Drivers License (CDL) in the performance of their duties for prohibited drugs and alcohol under the following work-related conditions:

a. Pre-employment / Pre-assignment
b. Post-accident
c. Random
d. Reasonable cause / suspicion
e. Return-to-duty
f. Follow-up

Copies of these regulations are available upon request.

Section I: Purpose

Rensselaer County recognizes that the use and/or abuse of alcohol or controlled substances by drivers of commercial vehicles or Employees in safety-sensitive positions present a serious threat to the safety and health of Employees and the general public. It is the policy of the County that its drivers and safety-sensitive support personnel should be free of drugs and alcohol in compliance with the Omnibus Transportation Employee Testing Act of 1991. The County has implemented a drug and alcohol testing program which is designed to help reduce and avoid traffic accidents and injuries to our employees and the public, to discourage substance and alcohol abuse and to reduce other drug and alcohol-related problems.

Section II: Covered Employees

For purposes of this policy, the County strictly prohibits the use of alcohol and/or controlled substances by its Employees who are performing, ready to perform, or ceasing to perform the following safety-sensitive job functions:

1. Operation of a commercial motor vehicle;

A listing of Covered Job Titles is provided in Appendix B.

Section III: Policy

A. PROHIBITED CONDUCT

County policy prohibits Employees for engaging in the following conduct:

1. Using, possessing, dispensing, distributing, selling, or receiving alcohol, intoxicants, illegal drugs or other controlled substances on County premises, or while engaged in County business;

2. Reporting to work under the influence or with any measurable amount of alcohol, intoxicants, illegal drugs,or other controlled substances in their system;

3. Reporting to work under the influence of a prescription drug, unless the Employee's physician determines that the use of the prescription drug will not adversely affect the Employee's ability to perform a safety-sensitive function. Note that the Federal regulations include prescription medications containing alcohol in the substances banned from use in the workplace. Therefore, Employees should not report for duty while taking prescription medication if such medication contains any measurable amount of alcohol;

4. Consuming any amount of alcohol, intoxicants, illegal drugs,or other controlled substances while on duty or within four (4) hours of reporting for duty; or

5. Refusing to undergo or cooperate in any alcohol or drug testing required by this Policy.

6. Misusing the policy in regard to subordinates.

7. Providing false information in connection with a test, falsifying test results through tampering, contamination, adulteration, or substitution.

Any Employee who violates any of the rules set forth above is subject to discipline, up to and including termination.

B. PROHIBITED ALCOHOL USAGE

Safety-sensitive Employees may not consume alcohol:

1. Within four (4) hours before performing a safety-sensitive function;

2. While performing a safety-sensitive function;

3. After a fatal accident unless the Employee has been tested or eight (8) hours have elapsed from the actual time of the accident; or

4. After a non-fatal accident unless the employee's involvement can be completely discounted as a contributing factor to the accident, the employee has been tested or eight (8) hours have elapsed from the actual time of the accident.

C. PROHIBITED USE OF CONTROLLED SUBSTANCES

The unauthorized use of any controlled substance is strictly prohibited in all situations.

Section IV: Definitions

For purposes of this Anti-Drug and Alcohol Misuse Plan, the following definitions apply:

"Accident": An occurrence involving a Commercial Motor Vehicle operating on a public road which results in:

a. a fatality
b. bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
c. one or more motor vehicles incurring disabling damage as a result of the accident, requiring the vehicle to be transported away from the scene by a tow truck or other vehicle.

If an Employee is ticketed for a moving traffic violation as a result of an accident while driving a Commercial Motor Vehicle, the employee is subject to a Drug and Alcohol test under the Plan.

"Alcohol": Means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

"Alcohol concentration (or content)": Means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under this part.

"Alcohol use": Means the consumption of any beverage, mixture, or preparation, including any medication containing alcohol.

"Breath Alcohol Technician (BAT)": An individual who instructs and assists individuals in the Alcohol testing process and operates an Evidentary Breath Testing Device (EBT).

"Collection Site": A designated clinic/facility where applicants or employees may present themselves for the purposes of providing a specimen of their urine to be analyzed for the presence of Drugs or providing a sample of their breath to be analyzed for the presence of Alcohol.

"Commercial Motor Vehicle: Means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:

a. Has a gross combination rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight of more than 10,000 pounds; or

b. Has a gross vehicle weight rating of 26,001 or more pounds; or;
c. Is designed to transport 16 or more passengers, including the driver;or
d. Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR part 172, subpart F).

"Confirmation Test": For alcohol testing, means a second test, following a screening test with a result of 0.02 or greater, that provides quantitative data of alcohol concentration. For controlled substances, testing means a second analytical procedure to identify the presence of a specific drug or metabolite, which is independent of the screen test and which uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy (Gas chromatography/mass spectrophotometry (GC/MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine).

"Cut-Off Levels": The minimum value established for designating a test result as positive.

"Driver": Means any person who operates a commercial motor vehicle. This includes, but is not limited to, full time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors who are either directly employed by or under lease to an employer or who operate a commercial motor vehicle at the direction of or with the consent of any employer. For the purposes of a pre-employment or pre-duty testing only, the driver includes a person applying to drive a commercial motor vehicle.

"Drugs (Prohibited)": All controlled substances including, but not limited to marijuana, cocaine, amphetamines, phencyclidine and/or opiates.

"Fail a Drug Test or Test Positive": The confirmation test result shows positive evidences of the presence under DOT procedures of a prohibited Drug in the Employee's or applicant's system.

"Medical Review Officer (MRO)": A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's Drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with that individuals' medical history and any other biomedical information.

"Pass a Drug Test or Test Negative": That initial testing or confirmation testing under DOT procedures does not show evidence of the presence of prohibited Drug in the Employee's or applicants system.

"Refuse to submit to an alcohol or controlled substances test": Means that a Employee either;

a. Fails to provide adequate breath for testing without a valid medical explanation after he or she received notice of the requirement for breath testing in accordance with the provisions of this part,
b. Fails to provide adequate urine for controlled substances testing without a valid medical explanation after receiving notice of the requirement for urine testing in accordance with the provisions of this part, or
c. Engages in conduct that clearly obstructs the testing process.

"Screening test (also known as initial test)": In alcohol testing, it means an analytical procedure to determine whether a driver may have a prohibited concentration of alcohol in his or her system. In controlled substance testing, it means an immunoassay screen to eliminate "negative" urine specimens from further consideration.

"Substance Abuse Profession (SAP)": Means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

Section V: Responsibilities

Drug/Alcohol Program Manager (DAPM):
Appendix A identifies the responsible individual(s). The DAPM shall be responsible for the preparation of the Drug and Alcohol Testing Policy which complies with requirements of the Department of Transportation regulations as set forth in Title 49 CFR Parts 382 and 40. The DAPM shall be responsible for:

providing oversight and evaluation of the Policy;
providing guidance and counseling;
reviewing of all discipline applied under the Policy for consistency and conformance to the Personnel Department's policies and procedures;
overseeing the Third Party Administrator;
maintaining a secure file system on drug/alcohol testing results;
keeping all necessary records.

Third Party Administrator (TPA)
It is the intent of the County to contract with a private Health Care System Provider as a Third Party Administrator (See Appendix A). The TPA will be responsible for:

- scheduling random drug and alcohol testing;
- collection of all drug and alcohol samples at a testing site(s) meeting the requirements of the OTETA regulation 40.25;
- providing all alcohol testing using EBT devices which meet the guidelines and specifications of National Highway Safety Administration.
- providing all drug testing including blind testing in compliance with the OTETA requirements;
- providing the service of a certified MRO as required by the OTETA;
- keeping all necessary records associated with the services provided.

The County shall ensure that all Covered Employees are aware of the provisions and coverage of this Policy.

Supervisors:
Supervisors are responsible for observing the performance and behavior of Employees, documenting events which might require reasonable cause testing and requesting a second supervisor for substantiation and concurrence for reasonable cause testing, if available. A listing of titles designated as supervisor is provided in Appendix B.

Covered Employees:
Each Covered Employee has the responsibility to be knowledgeable of the requirements of the Plan and to fully comply with the provisions of the Plan. Covered Employees must notify their supervisor of any criminal drug statute conviction within five (5) days of such conviction. Upon receipt of such notification or other notice for a violation occurring within the workplace, the County will, as required by law, advise the appropriate governmental agency to which it has a contract of such conviction. A Covered Employee using drugs prescribed by a licensed physician or any other therapeutic drug use is required to notify his supervisor when such use may impact the Employee's ability to perform his duties safely.

Section VI: Drug and Alcohol Testing Requirements

A. APPLICABILITY

Individuals Subject to Drug and Alcohol Testing: Any Employee who has a CDL for the performance of his duties under 49 CFR Part 382 or who is performing safety-sensitive functions would be subject to Drug/ Alcohol testing under the Plan. Refer to Appendix B for specific job titles subject to testing under the Plan.

Procedure for Notifying Employees: All Covered Employees will be provided a complete copy of the Policy and Plan. (See Appendix F)

Substances for Which Testing Must Be Conducted: The County shall test each Covered Employee listed in Appendix B for evidence of the following substances:

- Marijuana
- Cocaine
- Opiates
- Phencyclidine (PCP)
- Amphetamines
- Alcohol

The cutoff levels for detecting these Drugs/Alcohol are follows:

Initial Test Cutoff Levels (ng/ml)

Marijuana metabolites	50
Cocaine metabolites	300
Amphetamines	1,000
Phencyclidine	25
Opiates metabolites	300 *
Alcohol	.02 (g/l)

*25 ng/ml if immunoassay specific for free morphine

Confirmatory Test Cutoff Levels (ng/ml)

Marijuana metabolite	15
Cocaine metabolites	150
Opiates:	
Morphine	300
Codeine	300
Phencyclidine	25
Amphetamines:	
Amphetamine	500
Methamphetamine	500
Alcohol	.02 (g/l)

B. REQUIRED DRUG AND ALCOHOL TESTS:

Pre-Employment/Pre-Assignment Testing:
A pre-employment drug and alcohol test must be conducted before an individual is hired or contracted and when an individual is transferred/promoted from a noncovered to a covered position. This also applies to Employees returning from paid or unpaid leave of 30 days or more who have not been participating in the Drug and Alcohol Testing policy and have not been subject to the random selection process. A negative test is required prior to performing safety-sensitive functions.

Post-Accident Testing:
If the accident involves a Commercial Motor Vehicle and falls within the definition of accident described in Section IV, the Employee shall be drug tested as soon as possible but no later than 32 hours after the accident (See Appendix D). Each Employee shall also be alcohol tested within two (2) hours of the accident if possible but no later than eight (8) after the accident. The County must take all reasonable steps to obtain a urine specimen and breath sample from an Employee after an accident, as defined above, but any injury should be treated first.

Random Testing:
The primary purposes of random testing are to deter prohibited drug and alcohol use and to ensure a drug-free and alcohol-free workforce. Regulations require that Covered Employees shall be subject to drug and alcohol testing on an unannounced and random basis. The County shall conduct a number of drug tests on all Covered Employees equal to at least 50 percent of the average number of Covered Employees each calendar year, spread reasonably over a 12 month period. In addition, the County shall conduct a number of alcohol tests on Covered Employees equal to at least 25 percent of the number of such Covered Employees each calendar year, spread reasonably over a 12 month period. The following is an outline of the key aspects of the random testing selection process:

a. Employees remain in the random selection pool at all times, regardless of whether or not they have been previously selected for testing.

b. Employees shall be selected for testing in a statistically random manner so that all persons within the group have an equal opportunity of selection on each occasion.

c. The process will be unannounced as well as random. Employees will be notified that they have been selected for testing after they have reported for duty on the day of the collection. See Appendix C.

The employee Notification and Testing Procedures are outlined in Appendix E.

Reasonable Cause/Suspicion Testing:
Reasonable cause/suspicion is designed to identify drug and/or alcohol affected Employees who may pose a danger to themselves and others in their job performance. Employees may be at work in a condition that raises concern regarding their safety or productivity. Supervisors must then make a decision as to whether there is reasonable cause to believe an Employee is using or has used a prohibited drug and/or alcohol (See Appendix D). Supervisors will be provided with training designed to identify the signs and symptoms of drug and/or alcohol use.

The decision to test must be based on a reasonable and articulate belief that the Employee is using a prohibited drug and/or alcohol on the basis of specific, current, physical, behavioral or performance indicators of probable drug and/or alcohol use. In making a determination of reasonable cause, the factors to be considered include, but are not limited to, the following:

a. Adequately documented pattern of unsatisfactory work performance, for which no apparent non-impairment related reason exists, or a change in an Employee's prior pattern of work performance.

b. Physical signs and symptoms consistent with substance abuse.

c. Evidence of illegal drug or alcohol use, possession, sale or delivery while on duty.

d. Occurrences of a serious or potentially serious accident that may have been caused by human error or flagrant violations of established safety, security or other operational procedures.

Anytime an Employee tests positive for alcohol (0.02) a supervisor will arrange to transport the Employee from the collection site to the Employee's home. Anytime an Employee is drug tested under the reasonable cause or post-accident section of this Policy, the Employee shall not perform any safety-sensitive duties pending the receipt of the drug test results.

Return-to-Duty Testing:
An Employee who refuses to take or fails a drug or alcohol test may not return to duty (i.e perform safety-sensitive functions) until the Employee passes a drug test and alcohol test, if applicable, and the Substance Abuse Professional (SAP) has determined that the Employee may return to duty (i.e. perform a safety-sensitive function). The County SAP is listed in Appendix A.

Section VII: Use of Employee Who Fails or Refuses a Drug/Alcohol Test

Compliance with the County's Drug and Alcohol Testing Policy is a condition of employment. If an Employee refuses to take a required test or fails a drug and/or alcohol test, he shall be removed from safety-sensitive functions and placed on leave without pay. Additional disciplinary action up to and including termination may result.

The County shall not use any employee in a safety-sensitive function who either fails a drug test as verified by the MRO, fails an alcohol test as verified by the BAT or refuses to take a drug and/or alcohol test as required by this Policy.

Before an Employee returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited by this Policy, the Employee shall undergo a return-to-duty drug and/or alcohol test with a result indicating an alcohol concentration of less 0.02 if the conduct involved alcohol; or an illegal drug test with a verified negative result if the conduct involved illegal drugs.

In addition, each Employee identified as needing assistance in resolving problems associated with alcohol misuse or illegal drug shall be:

a. Evaluated by The County SAP to determine that the Employee has properly followed any rehabilitation program prescribed by the SAP. Employee shall be responsible for all rehabilitation charges in excess of those covered under the County's Medical Plan, and;

b. Subject to unannounced follow-up alcohol and illegal drug tests administered by the County following the Employee's return to duty. The number and frequency of such follow-up testing shall be prescribed by the SAP and conforming to the OTETA regulations. The Employee is responsible for the cost of return to duty and all follow up testing.

Section VIII: Specimen Collection & Testing Laboratory

A. General:

All collection or testing of samples will be done by the Third Party Administrator listed in Appendix A.

B. Collection Sites:

The Collection Sites shall have all necessary personnel, materials, equipment, facilities and supervision to provide for the collection, security, temporary storage and shipping of urine specimens to a certified testing laboratory; and to conduct alcohol tests by a Breath Alcohol Technician (BAT) trained to proficiency in the operation of the Evidentiary Breath Testing Device (EBT).

C. Certified Laboratory:

The testing laboratory shall be certified under DHHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; 53 Federal Register 11970, April 11, 1988 and subsequent amendments. The laboratory shall provide services in accordance with Part 40 and Part 382. The name and address of each laboratory used by the Third Party Administrator is contained in Appendix A. The laboratory shall permit inspections by the County, the FHWA Administrator, or if the County is subject to the jurisdiction of a state agency, a representative of the state agency.

Section IX: Review of Drug Testing Results

A. General Information

The County shall contract with the Third Party Administrator for the services of an MRO for this drug testing policy in accordance with the requirements of Title 49 CFR40.33. The MRO shall be a licensed physician with knowledge of drug abuse disorders. The MRO shall review all negative and positive drug test results and interview individuals tested positive to verify the laboratory report before the County is notified. The review of negative tests may be an administrative process to ensure the chain-of-custody procedures were intact.

B. Positive Test Results:

Following verification of a positive test result, the MRO shall, as provided in the County's policy, refer the case to the DAPM (or designee) for action.

C. Reconfirmation Analysis:

The MRO shall notify each Employee with a confirmed positive test that the Employee has 72 hours in which to request a test of the split specimen. If the Employee requests an analysis of the split specimen within 72 hours of having been informed of a verified positive test,

the MRO shall direct in writing, the laboratory to provide the split specimen to another DHHS certified laboratory for analysis. If the analysis of the split specimen fails to reconfirm the presence of the drug(s) found in the primary specimen, is unavailable, inadequate for testing, or not testable, the MRO shall cancel the test and report the cancellation and the reasons for it to the DOT, the County, and the Employee.

D. Disclosure of Information:

Except as provided in this paragraph, the MRO shall not disclose to any third party medical information provided by the individual to the MRO as a part of the testing verification process. The MRO may disclose such information to the County, DOT or other Federal safety agency, or a physician responsible for determining the medical qualification of the Employee under the appropriate DOT regulation, as applicable, only if:

a. An applicable DOT regulation permits or requires such disclosure.
b. In the MRO's reasonable medical judgment, the information could result in the Employee being determined to be medically unqualified under any applicable DOT rule; or
c. In the MRO's reasonable medical judgment, in a situation in which there is no DOT rule establishing physical qualification standards applicable to the Employee, the information indicates that continued performance by the employee of his or her covered function could pose a significant safety risk.

Before obtaining medical information from the Employee as part of the verification process, the MRO shall inform the employee that information may be disclosed to third parties as provided in this paragraph and the identity of any parties to who information may be disclosed.

Section X: Record Keeping Procedures

A. General Information:

The DAPM (or designee) shall maintain a locked file system which will contain drug and/or alcohol test results. This file shall be maintained as confidential. Employee files shall be handled on strict "need-to-know" basis.

Drug and/or alcohol test results shall not be included in personnel files. Information regarding an individual's drug and/or alcohol testing results or rehabilitation may be released only upon written consent of the affected Employee, except:

a. Such information must be released regardless of consent to DOT or other government agency as a part an accident investigation; or
b. Such information may be disclosed regardless of consent in a lawsuit, grievance or other proceeding initiated by or on behalf of the Employee and arising from a verified positive drug and/or alcohol test.

Statistical data related to drug and/or alcohol testing and rehabilitation that is not name-specified and training records may be released to DOT or other governmental agencies upon request.

B. Employee Access:

An employee is entitled, upon written request, to obtain copies of any records pertaining to the Employee's use of alcohol or drugs, including any records pertaining to his alcohol or drug test.

C. Location of Records:

All records required by 49 CFR shall be maintained and shall be made available for inspection at the County's principal place of business within two (2) business days after a request has been made by an authorized representative of the FHWA.

(3/1/95)

APPENDIX A

RENSSELAER COUNTY
DRUG PERSONNEL AND SERVICES

1. Drug/Alcohol Program Manager (DAPM)

   County Personnel Director
   County Assistant Personnel Director

2. Medical Review Officer (MRO)

   Provided By Third Party Administrator

3. Third Party Administrator

   Corporate Health Services
   Samaritan Hospital (Tentative)

4. Substance Abuse Professional (SAP)

   County Mental Health Department
   Out Patient Drug Free Clinic

5. Certified Laboratory

   To Be Provided By Third Party Administrator

APPENDIX B

RENSSELAER COUNTY
JOB TITLES SUBJECT TO TESTING

DEPARTMENT	TITLE
SEWER DISTRICT	MEO (HEAVY)
HIGHWAY	MEO (LIGHT) MEO (HEAVY) WORKING SUPERVISORS SUPERVISORS II MECHANICS WELDER FABRICATOR SENIOR MECHANIC

EMPLOYEES REQUIRING TRAINING

DEPARTMENT	TITLE
SEWER DISTRICT	MAINTENANCE SUPERVISORS DIRECTOR OF OPERATIONS & MAINTENANCE
HIGHWAY	SUPERVISOR II SUPERVISOR I SENIOR MECHANIC ASST. HIGHWAY SUPERINTENDENT DEPUTY COUNTY ENGINEER COUNTY ENGINEER

APPENDIX C

RENSSELAER COUNTY

RANDOM DRUG TESTING NOTIFICATION

SECTION 1 - NOTIFICATION FOR TESTING (To Be Filled Out By Department Supervisor or Designee)			
Date of Notification	Time of Notification	Fitness for Duty Contact Person	
DEPARTMENT SUPERVISOR, OR DESIGNEE FROM:	DEPARTMENT	LOCATION	PHONE#
SELECTED PERSON NAME (PRINT) TO:	SOCIAL SECURITY NUMBER		

1) Be advised that you have been selected for testing in the Rensselaer County Drug and Alcohol Testing Program, on this date of notification.

2) Selected testing will be at: _____

3) Reason for absence _____

_____

_____

_____
Department Supervisor/Designee Signature

SECTION 2 - ACKNOWLEDGEMENT OF APPOINTMENT

I have been notified to report to the site designated above in Section 1, Item 2 for Drug and/or Alcohol Testing on the date listed in Section 1 "Date of Notification".

_____ _____
Submitted Persons Signature Time Signed/Date Signed

APPENDIX D

RENSSELAER COUNTY
FITNESS FOR DUTY
REASONABLE SUSPICION AND POST ACCIDENT TESTING

Please Check Appropriate Testing Criteria

☐ Reasonable Suspicion

As part of a Cause Fitness For Duty determination, you are being directed to submit to a drug and alcohol test to determine your fitness for duty. Understand that if you refuse to be tested, you will immediately be suspended from work, and become subject to disciplinary action up to and including termination of employment.

Having read and understood the above:

☐ I refuse to be tested as required by my supervisor.

☐ I agree to be tested as required by my supervisor.

☐ Post Accident Testing

As part of a Post Accident Fitness For Duty determination you are being directed to submit to a drug and alcohol test to verify that you are not impaired due to the use of illegal drugs or alcohol.

Understand that if you refuse to be tested, you will immediately be suspended from work, and become subject to disciplinary action up to and including termination of employment.

Having read and understood the above:

☐ I refuse to be tested as required by my supervisor.

☐ I agree to be tested as required by my supervisor.

Social Security Number	Signature
Date / Time	Witness/Supervisor
	Union Representative (If Applicable)

APPENDIX E

RENSSELAER COUNTY

RANDOM DRUG AND ALCOHOL TESTING

EMPLOYEE NOTIFICATION PROCEDURE

1. A random list is generated and is sent to the appropriate Supervisor or designee on a timely basis.

2. Upon receipt of random drug testing lists, the Supervisor will promptly notify and schedule the employee(s) that have been randomly selected to participate in drug testing that day. Every attempt shall be made to test randomly selected employees within 2 hours of notification.

3. The Supervisor will complete the appropriate Random Testing form and have the selected employee complete the acknowledgment portion of the form.

4. If an individual selected for random testing is unavailable due to any of the following listed reasons, it shall be considered an approved excuse for non-participation.

   a. Illness of injury
   b. Authorized time off (jury duty, leave of absence, vacation, etc.)

5. The appropriate Supervisor should provide the selected employee with the appropriate chain of custody form. County employees will either drive or be transported to an identified collection site by supervision where the employee will be required to show appropriate identification and produce a specimen in accordance with established protocol and procedures.

6. If the selected employee refuses to comply with the request by supervision to be drug tested or if the employee fails to show up for testing, it will be considered as a positive test and result in appropriate actions.

APPENDIX F

RENSSELAER COUNTY

FEDERAL DEPARTMENT OF TRANSPORTATION
DRUG AND ALCOHOL PROGRAM
INFORMATION RECEIPT

I ACKNOWLEDGE THAT I HAVE RECEIVED THE DOCUMENT ENTITLED:

"RENSSELAER COUNTY
FEDERAL DEPARTMENT OF TRANSPORTATION
DRUG AND ALCOHOL POLICY & PROGRAM"

_____ _____
NAME (PLEASE PRINT) DATE

_____
SIGNATURE

☐ SUPERVISOR PLEASE CHECK BOX IF EMPLOYEE CHOOSES NOT TO SIGN RECEIPT

APPENDIX A
DENTAL BENEFIT SCHEDULE

RENSSELAER COUNTY DENTAL SCHEDULE
Revised January 1, 1998

Appendix A

CODE NO.*	DENTAL PROCEDURE	CLASS OF DENTAL SERVICE	BENEFIT PAYABLE
DIAGNOSTIC			
Clinical Oral Examinations (Not more than one examination of either type in a 6 consecutive month period)			
0110	Initial Oral Examination.....	1	20.00
0120	Periodic Oral Examination.....	1	15.00
0130	Emergency Oral Examination	1	15.00
Radiographs (includes examination and diagnosis)			
0210	Intraoral - complete series (including bitewings)-limited to one series in a 36 consecutive month period.....	1	30.00
0220	Intraoral periapical, single, first film.....	1	3.00
0230	Intraoral periapical, each additional film.....	1	3.00
0240	Intraoral, occlusal, single, first film.....	1	10.00
0250	Extraoral, single, first film.....	1	7.00
0260	Extraoral, each additional film...	1	7.00
0270	Bitewing - single film**.....	1	6.00
0272	Bitewings - two films**.....	1	6.00
0274	Bitewings - four films**.....	1	18.00

** Bitewings are limited to one service in a 6 consecutive month period.

0290	Posteroanterior and lateral skull film.....	1	30.00
0321	Temporomandibular joint, single film.....	1	30.00

* These Code Numbers are not part of the Schedule. They are based on the American Dental Association Uniform Code of Dental Procedures and Nomenclature and are furnished only for the convenience of dentists.

DENTAL SCHEDULE (Continued)

CODE NO.*	DENTAL PROCEDURE	CLASS OF DENTAL SERVICE	BENEFIT PAYABLE
0330	Panoramic, maxilla and mandible, single film-limited to one service in a 36 consecutive month period.....	1	30.00
PREVENTATIVE			
	Dental Prophylaxis, not more than one in a 6 consecutive month period)		
1110	Persons age 14 or older.....	1	30.00
1120	Persons under age 14.....	1	20.00
	Fluoride Treatments (limited to one service in a 12 consecutive month period and to persons under age 19)		
1203	Topical application of sodium fluoride - series of 4 treatments (excluding prophylaxis).....	1	15.00
	Space Maintainers (to replace prematurely lost teeth of dependent child under age 14)		
1510	Fixed, unilateral type.....	1	75.00
1515	Fixed, bilateral type.....	1	100.00
1570	Removable.....	1	50.00
RESTORATIVE			
	Amalgam Restorations (incl. polishing)		
2110	Amalgam, one surface, deciduous	2	30.00
2120	Amalgam, two surface, deciduous		40.00
2130	Amalgam, three surfaces, deciduous.....	2	50.00
2131	Amalgam, four or more surfaces, deciduous.....	2	50.00
2140	Amalgam, one surface, permanent	2	30.00
2150	Amalgam, two surfaces, permanent	2	40.00
2160	Amalgam, three surfaces, permanent	2	50.00
2951	Pin retention - exclusive of amalgam.....	2	15.00
	Silicate Restorations		
2210	Silicate cement, per restoration.....	2	15.00

DENTAL SCHEDULE (Continued)

CODE NO.*	DENTAL PROCEDURE	CLASS OF DENTAL SERVICE	BENEFIT PAYABLE
Composite Restorations			
2330&2337	Composite resin, one surface....	2	35.00
2331&2339	Composite resin, two surfaces...	2	45.00
2332&2339	Composite resin, three surfaces.	2	50.00
	Composite resin (involving incisal angle.....	2	40.00
Gold Foil Restorations			
2410	Gold foil, one surface.....	3	35.00
2420	Gold foil, two surfaces.....	3	45.00
2430	Gold foil, three surfaces.....	3	50.00
Gold Inlay Restorations			
2520	Inlay, gold, two surfaces.....	3	75.00
2530	Inlay, gold, three surfaces.....	3	100.00
2540	Onlay, per tooth (in addition to above).....	3	50.00
Crowns - Single Restorations Only (Fees for permanent crowns include charge for temporary crowns)			
2710	Plastic (acrylic).....	3	65.00
2720	Plastic with gold.....	3	187.00
2721	Plastic with nonprecious metal..	3	187.00
2722	Plastic with semiprecious metal.	3	187.00
2740	Porcelain.....	3	187.00
2750	Porcelain with gold.....	3	187.00
2751	Porcelain with nonprecious metal	3	187.00
2752	Porcelain with semiprecious metal	3	187.00
2790	Gold (full cast).....	3	150.00
2791	Nonprecious metal (full cast)...	3	187.00
2792	Semiprecious metal (full cast)..	3	187.00
2810	Gold (3/4 cast).....	3	187.00
2952	Cast post and core in addition to crown.....	3	50.00
Other Restorative Services			
2910	Recement inlays.....	2	35.00
2920	Recement crowns.....	2	35.00
2950	Crown buildups-pin retained.....	2	55.00

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DENTAL SCHEDULE (Continued)

CODE NO.*	DENTAL PROCEDURE	CLASS OF DENTAL SERVICE	BENEFIT PAYABLE
ENDODONTICS			
Pulpotomy (excluding final restoration)			
3220	Vital pulpotomy.....	2	50.00
Root Canal Therapy (includes treatment plan, clinical procedures and follow-up care but excludes final restoration)			
3310	One canal.....	2	175.00
3320	Two canals.....	2	225.00
3330	Three canals.....	2	275.00
Periapical Services			
3410	Apicoectomy, Anterior.....	2	140.00
3411	Each Additional Tooth.....	2	50.00
3420	Root resection.....	2	245.00
3920	Hemisection.....	2	50.00
PERIODONTICS			
Surgical Services (including usual post-operative services; only one of the following services is covered per quadrant)			
4210	Gingivectomy or gingivoplasty, per quadrant.....	2	135.00
4220	Gingival curettage and root planning, per quadrant.....	2	85.00
4240	Gingival flap procedures, per quadrant.....	2	250.00
4250	Mucogingival surgery, per quadrant.....	2	250.00
4260	Osseous surgery (including flap entry and closure) per quadrant..	2	250.00
4261	Osseous graft, single site (including flap entry, closure and donor site).....	2	250.00
4270	Pedicle soft tissue grafts.....	2	250.00
4271	Free soft tissue grafts (including donor site).....	2	250.00

DENTAL SCHEDULE (Continued)

CODE NO.*	DENTAL PROCEDURE	CLASS OF DENTAL SERVICE	BENEFIT PAYABLE
	Adjunctive Periodontal Services		
4340	Periodontal scaling and root planning (per quadrant).....	2	40.00
	Other Periodontal Services		
4910	Preventive periodontal procedures (periodontal prophylaxis).....	2	70.00
	PROSTHODONTICS - REMOVABLE		
	(Benefits for dentures and partial dentures include adjustments within 6 months after installation)		
	Complete Dentures - including six months postdelivery care		
5110	Complete upper.....	3	200.00
5120	Complete lower.....	3	200.00
5130	Immediate upper.....	3	125.00
5140	Immediate lower.....	3	125.00
	Partial Dentures - including six months postdelivery care		
5211	Upper - without clasps, acrylic base.....	3	143.00
5212	Lower - without clasps, acrylic base.....	3	143.00
5213	Upper - with two gold clasps with rests, acrylic base.....	3	212.00
5214	Upper - with two chrome clasps with rests, acrylic base.....	3	212.00
	Repairs to Dentures		
5610	Repair broken complete or partial denture, no teeth damaged.....	2	45.00
5620	Repair broken complete or partial denture, and replace one broken tooth.....	2	28.00
5630	Replace additional teeth, each tooth.....	2	75.00
5640	Replace broken tooth on denture, no other repairs.....	2	50.00

DENTAL SCHEDULE (Continued)

CODE NO.*	DENTAL PROCEDURE	CLASS OF CLASS OF DENTAL SERVICE	BENEFIT PAYABLE
5650	Adding tooth to partial denture to replace extracted tooth, each tooth (not involving clasp or abutment tooth).....	2	70.00
5660	Adding tooth to partial denture to replace extracted tooth, each tooth (involving clasp or abutment tooth).....	2	70.00
	Denture Relining		
5730	Relining upper or lower complete denture (office reline).....	2	75.00
5740	Relining upper or lower partial denture (office reline).....	2	75.00
5750	Relining upper or lower complete denture (laboratory).....	2	100.00
5760	Relining upper or lower partial denture (laboratory).....	2	100.00
	PROSTHODONTICS - FIXED (each abutment and each pontic constitutes a unit in a bridge)		
	Bridge Pontics		
6210	Cast gold.....	3	90.00
6211	Cast nonprecious.....	3	90.00
6212	Cast semiprecious.....	3	100.00
6240	Porcelain fused to gold.....	3	100.00
6241	Porcelain fused to nonprecious metal.....	3	100.00
6242	Porcelain fused to semiprecious metal.....	3	100.00
6250	Plastic processed to gold.....	3	100.00
6251	Plastic processed to nonprecious metal.....	3	100.00
6252	Plastic processed to semiprecious metal.....	3	100.00
	Retainers		
6520	Gold inlay, two surfaces.....	3	75.00
6530	Gold inlay, three or more surfaces.....	3	100.00

DENTAL SCHEDULE (Continued)

CODE NO.*	DENTAL PROCEDURE	CLASS OF DENTAL SERVICE	BENEFIT PAYABLE
6540	Gold inlay (onlaying clasps), additional per tooth.....	3	60.00
6545	Cast metal retainer (for acid etch bridge).....	3	70.00
	Crowns		
6720	Plastic processed to gold.....	3	165.00
6721	Plastic processed to nonprecious metal.....	3	150.00
6722	Plastic processed to semiprecious metal.....	3	150.00
6750	Porcelain fused to gold.....	3	190.00
6751	Porcelain fused to nonprecious metal.....	3	150.00
6752	Porcelain fused to seimprecious metal.....	3	150.00
6780	Gold (3/4 cast).....	3	110.00
6790	Gold (full cast).....	3	150.00
6791	Nonprecious metal (full cast)...	3	150.00
6792	Semiprecious metal (full cast)..	3	150.00
	Other Prosthetic Services		
6930	Recement bridge.....	2	35.00
6950	Precision attachment.....	3	100.00
	ORAL SURGERY		
	Simple extractions (includes local anesthesia and routine postoperative care)		
7110	Single tooth.....	2	30.00
7120	Each additional tooth.....	2	30.00

DENTAL SCHEDULE (Continued)

CODE NO.*	DENTAL PROCEDURE	CLASS OF DENTAL SERVICE	BENEFIT PAYABLE
Surgical Extractions (includes local anesthesia and routine postoperative care)			
7210	Extraction of tooth, erupted....	2	50.00
7220	Impaction that requires incision of overlying soft tissue and the removal of the tooth.....	2	100.00
7230	Impaction that requires incision of overlying soft tissue, elevation of a flap, removal of bone, and the removal of the tooth.....	2	125.00
7240	Impaction that requires incision of overlying soft tissue, elevation of a flap, removal of bone, and sectioning of the tooth for removal.....	2	150.00
7241	Impaction that requires incision of overlying soft tissue, elevation of a flap, removal of bone, sectioning of the tooth for removal, and/or presents unusual difficulties and circumstances..	2	170.00
7250	Root recovery (surgical removal of residual root).....	2	50.00
7260	Oral antral fistula closure (and/or antral root recovery).....	2	200.00
Other Surgical Procedures			
7270	Tooth replantation.....	2	50.00
7280	Surgical exposure of impacted or unerupted tooth for orthodontic reasons - including wire attachment when indicated.....	2	50.00
7285	Biopsy of oral tissue (hard)....	2	50.00
7286	Biopsy of oral tissue (soft)....	2	50.00
Alveoplasty (surgical preparation of ridge for dentures)			
7310	Per quadrant - in conjunction with extractions.....	2	50.00
7320	Per quadrant - not in conjunction with extractions.....	2	100.00

DENTAL SCHEDULE (Continued)

CODE NO.*	DENTAL PROCEDURE	CLASS OF DENTAL SERVICE	BENEFIT PAYABLE
OTHER SERVICES			
Emergency Treatment			
9110	Palliative (emergency) treatment of dental pain, minor procedures	2	15.00
9310	Consultation - per session.....	2	35.00
Anesthesia			
9220	General - to produce an unconscious state in the dentist's office.....	2	100.00

-Annual Maximum for all services: $1200.00

-Dependents to Age 19
Students to Age 25

EXHIBITS 1 & 2
HEALTH BENEFITS & LEVELS OF BENEFITS

Exhibit 2

AGREEMENT MADE AND ENTERED INTO THIS 31st DAY OF OCTOBER 1996 BY AND BETWEEN RENSSELAER COUNTY (HEREINAFTER "COUNTY") AND UNITED PUBLIC SERVICE EMPLOYEES UNION LOCAL 424 (HEREINAFTER "UNION").

WHEREAS, the parties are desirous of modifying the current terms of its agreement concerning health coverage, and

WHEREAS, the parties have negotiated an agreement to modify certain provisions of Section 24 of its agreement dated August 8th, 1994 in order to provide Hospitalization, Indemnity/PPO, Prescription Drug and Vision Care benefits under a single plan, and

NOW, THEREFORE IT IS AGREED AS FOLLOWS:

Effective January 1, 1997 the parties hereto agree that Section 24.1 and 24.2 (1st paragraph) shall be replaced in whole with the following:

SECTION 24

INSURANCE COVERAGE

A) HEALTH INSURANCE

24.A.1.A Commencing January 1, 1997, the Employer shall offer to eligible members of the bargaining unit, a Hospitalization, Indemnity/PPO, prescription drug health plan. The levels of coverage shall be as specified in the plan design agreement attached hereto and made a specific part hereof as Exhibits 1 and 2 . The plan shall be the sole health care plan offered by the County during the term of this Agreement. The County intends to contract with Empire Blue Cross and Blue Shield to provide the benefits specified in Exhibits 1 and 2. Empire Blue Cross and Blue Shield has represented to the County that services provided at CHP Health Centers will be participating providers in their Blue Choice P.P.O. Network. If at any time during the course of the contract with Empire, or any subsequently approved provider, CHP Health Centers are not participating providers, then all claims for benefits made for services provided by covered subscribers who use CHP Health Centers will be treated as in-network claims and paid accordingly. The parties further agree that all CHP Network Physicians from whom Rensselaer County employees have received services prior to December 31, 1996 shall be considered as in-network providers for all employees and all claims for services from such physicians, shall be paid as in-network claims under the plan. The parties agree that the County may continue to contract with Empire Blue Cross and Blue Shield or any other administrator in its sole discretion during the term of this Agreement provided the benefits and levels thereof specified in Exhibits 1 and 2 are equal or better.
AT ALL TIMES REFERENCE TO CHP SHALL REFER TO CHP AND ITS SUCCESSORS.

24.A.1.B Employees hired after January 1, 1997 shall be eligible for health coverage under the plan, 120 calendar days from their date of hire .

24.A.2 For the first two (2) years of this agreement, the parties agree that members of the bargaining unit who are employed on a full time basis ~~shall be required to pay $14.27 for single coverage and $37.82 for family coverage in each pay period (employees paid weekly will have the~~

members of the bargaining unit who are employed on a full time basis shall be required to pay $14.27 for single coverage and $37.82 for family coverage in each pay period (employees paid weekly will have the deduction made pro-rata). Less than full time employees shall pay for coverage in the first 24 months of this agreement pursuant to Exhibit 3 attached hereto and made part hereof.

It is expressly agreed between the Employer and the Union that this paragraph, paragraph 24.A.2, shall expire on December 31, 1998 and shall be of no further force or effect after that date and shall be replaced by the provisions set forth in 24.A.3 below.

24.A.3 Commencing January 1, 1999, the Union and the Employer agree that the Employer shall contribute the dollar equivalent of 80% of the premium cost of individual and family health insurance coverage for all employees who elect coverage under the County sponsored plan attached hereto. The County shall provide the Union with the premium costs for individual and family coverage no later than 60 days or as soon as practical thereafter as they're received by the County prior to January 1 for the subsequent January 1 through December 31 period. (Commencing January 1, 1999)

Less than full time employees shall pay for coverage in accordance with the formula specified at the bottom of Exhibit 3.

24.A.4 The premium cost shall be defined as the cost established by Blue Cross and Blue Shield for the ensuing 12 month period plus the actual cost of the vision plan plus administrative costs based on the 1996 plan administrative cost for the 424 unit ($84,500) plus the annual consumer price index for calendar years 1997, 1998 and 1999 if applicable.

For the purposes of the administrative cost assessment and determination the parties have included in the 1996 administrative cost base the following:

a) Consultant fees
b) Employees assisting in the administration of the plan (salary plus fringe)
c) Supplies and office expenditures

(It is hereby specifically understood that the increased cost for these and any other administrative cost shall be limited to the aggregate CPI increases as set forth above).

The Union shall have the right to audit the premium costs provided to it by the County. Should a dispute arise as to the amount of individual and family premium costs beginning in the calendar year 1999 such dispute shall be submitted to binding arbitration under the Collective Bargaining Agreement. The arbitrator shall be limited in his award to adjusting

premium rates prospectively with no retroactive implication to the County. The parties agree to use an expedited arbitration process in this regard. (Public Employment Relations Board rules and procedures).

B) VISION COVERAGE

24.B.1 Commencing January, 1997, the Employer shall offer an Individual/Family Vision Care Plan through Davis Optical to eligible members of the bargaining unit as defined and set forth in 24.E.1 herein. The provisions of the agreed to plan are attached hereto in Exhibit 1 and 2 with the specific plan level of benefit set forth in Exhibit 4 attached hereto. Employees not enrolled in the County's basic health care plan may enroll in the Vision Care Plan. Any employee not enrolled in the County's basic health plan who enrolls in the Vision Care Plan shall have a 12 month waiting period before eligibility for benefits begins. For employees employed by the County as of January 1, 1997, who are not enrolled in the County's health plan, the waiting period will begin on January 1, 1997, with coverage effective January 1, 1998.

For new employees hired after January 1, 1997, who elect to waive coverage under the County's basic health plan, the 12 month waiting period will begin on the date of hire.

Enrollment in the Vision Care Plan is not automatic. Employees must request and complete an Enrollment Form in order for coverage to commence. Coverage will not be made retroactive due to failure to complete an Enrollment Form.

For employees with stand alone vision coverage, the benefits are payable once every 36 months. For employees with basic health coverage, vision care benefits are payable once every 24 months.

For future use
24.C=Dental
24.D=Retirees

24.E.1 ELIGIBLE EMPLOYEES (Health and Vision)- Any employee who works at least half the normal based scheduled hours (17.5 hours for 35 hour employees or 20 hours for 40 hour employees). Eligible dependents shall include spouse, dependent children under 19 or dependent children up to 25 if enrolled as a full time student.

24.E.2 REOPENER- The parties shall reopen discussions on or about July 1, 1998 with regard to the health and vision coverage including plan cost, possible plan modifications, ~~are~~ the healthcare format and other matters of mutual interest. Any changes to the plan must be by mutual agreement between the parties.

This agreement shall have no effect upon the provisions of 24.2 Dental Coverage (second paragraph), 24.C and 24.D. The parties shall discuss these provisions in further negotiating sessions.

The provision of this agreement shall have no effect upon and shall not alter or modify any other terms of the parties Collective Bargaining Agreement unless specifically set forth herein.

This agreement shall be subject to the ratification of the Rensselaer County membership of Local 424 and the approval by the appropriate Rensselaer County officials.

AGREED TO:

United Public Service Employees Union Local 424	Rensselaer County
Kevin E. Boyle, Jr., President	Henry Zwack, County Executive
Gary Hickey, Regional Director/Vice President	
Kathy Wright, Assistant Regional Director	
Roland Gendron, Chief Shop Steward	
Christopher P. Allen	
Cheryl Abbott	
Mark W. Brito	
Jacque V. Clagin	
John Murnane	
Gary Hebert	
Jamie Nash	
Joseph Allen	
Victor L. Halse	
John R. Berna	
Ronald Oberhofer	

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APPROVED AS TO FORM
COUNTY ATTORNEY

APPROVED AS
BUDGET AND RESEARCH

EXHIBIT # 1
RENSSELAER COUNTY - EMPIRE BC/BS
PPO PLAN

BENEFIT DESIGN	SPECIFICS	IN NETWORK	OUT-OF-NETWORK
Deductible Expense Per Calendar Year	Per Person Per Family	None None	$200.00 $600.00
Out of Pocket Maximum		N/A	$1,250.00 Individual $2,500.00 family
Physician	Office Visits	$10.00 co-payment	80% Coverage after deductible
	Consultation, Diagnosis Specialist Treatment	$10.00 co-payment	80% Coverage after deductible
	Pediatric Care & Well Child Care inclusive of inoculations and vaccinations	100% Coverage up to age 19	80% Coverage after deductible up to age 19
	Routine Physicals	$10.00 co-payment	Not covered
Hospital	In-patient Care	**100%Coverage	100%Coverage
	Anesthesia	100%Coverage	100%Coverage
	Intensive Care Unit & Other Special Units	100%Coverage	100%Coverage
	In-Patient Physical Therapy, Physical Medicine, or Rehab	100% Coverage up to 30 days per Calendar Year	100% Coverage up to 30 days per Calendar Year
	Out-patient Chemo and Radiation Therapy	100% Coverage	100% Coverage
Out-Patient Laboratory/X-RayTesting/Diagnostic Testing		100% Coverage Hospital and Non-Hospital Service	100% Coverage- in hospital 80% for Non-hospital services after deductible

Supplies	Durable medical equipment when pre-authorized by Plan, includes items such as injection aids, insulin pumps, insulin infusion devices, data management systems, blood glucose monitors and blood glucose monitors for the legally blind.	100% Coverage	100% Coverage
Home Health Care		*100% Coverage up to 200 visits per Calendar Year	*80% Coverage up to 200 visits per Calendar Year
Extended Care Facility		*100% Coverage up to 365 days per Calendar Year	*100% Coverage up to 365 days per Calendar Year
Hospice Care		*100% Coverage up to 210 days per Lifetime	*100% Coverage after deductible up to 210 days per Lifetime
Voluntary Second Surgical Opinion		100% Coverage	100% Coverage
Ambulance		100% Coverage	100% Coverage
Prescription drugs		Mandatory Generic $5.00 -co-pay for Generic $10.00 -co-pay Brand (Oral Contraceptives only covered through the mail order program)	No Coverage
Chiropractic		30 visits per Calendar Year. $40.00 Maximum Payment per visit.	30 visits per Calendar Year. $40.00 Maximum Payment per visit.
Vision		Coverage pursuant through attached schedule.	Non-participating Providers Allowance available through attached schedule.

Annual Lifetime Maximum		Unlimited	$1,000,000.00
Pre-Admission Testing		100% Coverage	100% Coverage
Emergency Services	Emergency Room Care	$35.00 Co-Payment (waived if admitted within 24 hours)	$35.00 Co-Payment (waived if admitted within 24 hours)
Mental Health Services	In-patient care in a general hospital.	*100% Coverage	*100% Coverage
	Limit of in-patient mental health days per Calendar Year	*60 days	*60 days
	Out patient mental health visits.	$10.00 Co-Payment for first 20 visits. $25.00 Co-Pay for subsequent visits.	80% Coverage with a maximum benefit payment of $50.00 per visit up to 2,500.00 annually.
Alcohol & Drug Abuse	In Patient Rehab	*100% Coverage for 30 days per Calendar Year	80% coverage for 30 days per two (2) Calendar Years.
	Out Patient Care	100% Coverage for 60 visits per Calendar Year	80% Coverage for 60 visits per Calendar Year.
Women's Care	Maternity O.P. Visits	100% Coverage	80% Coverage after Deductible
	Maternity I.P. Visits	100% Coverage	100% Coverage after Deductible.
	Mammograms	100% Coverage	100% Coverage after Deductible.
	Pap Smears	$10.00 Co-Payment	100% Coverage after Deductible.
*Please Note: Precertification is required on all services marked with an (*).			

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** Pre notification is required for non-emergency, in hospital pre-scheduled services.

EXHIBI. # 2

RENSSELAER COUNTY - EMPIRE BC/BS
PPO PLAN (Plan provisions continued)

1. Out of network benefits as set forth herein shall at all times be paid at the 90th percentile of reasonable and customary charges for the area in which such charges are incurred.

2. Blue Cross Blue Shield physicians in Mass. and Vermont shall be considered as in-network providers for purposes of benefit and payment thereof.

EXHIBIT # 3

1997 / 1998 HEALTH INSURANCE PROPORTION - BI-WEEKLY PAYROLL
1997 & 1998 RATES

FRINGE	BASE HOURS	INDIVIDUAL	FAMILY
70	70	$14.27	$37.82
70	69	$15.09	$39.98
70	68	$15.90	$42.14
70	67	$16.72	$44.30
70	66	$17.53	$46.46
70	65	$18.35	$48.63
70	64	$19.16	$50.79
70	63	$19.98	$52.95
70	62	$20.79	$55.11
70	61	$21.61	$57.27
70	60	$22.42	$59.43
70	59	$23.24	$61.59
70	58	$24.05	$63.75
70	57	$24.87	$65.92
70	56	$25.69	$68.08
70	55	$26.50	$70.24
70	54	$27.32	$72.40
70	53	$28.13	$74.56
70	52	$28.95	$76.72
70	51	$29.76	$78.88
70	50	$30.58	$81.04
70	49	$31.39	$83.20
70	48	$32.21	$85.37
70	47	$33.02	$87.53
70	46	$33.84	$89.69
70	45	$34.66	$91.85
70	44	$35.47	$94.01
70	43	$36.29	$96.17
70	42	$37.10	$98.33
70	41	$37.92	$100.49
70	40	$38.73	$102.66
70	39	$39.55	$104.82
70	38	$40.36	$106.98
70	37	$41.18	$109.14
70	36	$41.99	$111.30
70	35	$42.81	$113.46

For other hours use: (Premium Cost x 12)/26) x (1 - .8x(hours/full time hours)

1997 RATES

FRINGE	BASE HOURS	INDIVIDUAL	FAMILY
80	80	$14.27	$37.82
80	79	$14.98	$39.71
80	78	$15.70	$41.60
80	77	$16.41	$43.49
80	76	$17.12	$45.38
80	75	$17.84	$47.28
80	74	$18.55	$49.17
80	73	$19.26	$51.06
80	72	$19.98	$52.95
80	71	$20.69	$54.84
80	70	$21.40	$56.73
80	69	$22.12	$58.62
80	68	$22.83	$60.51
80	67	$23.55	$62.40
80	66	$24.26	$64.29
80	65	$24.97	$66.19
80	64	$25.69	$68.08
80	63	$26.40	$69.97
80	62	$27.11	$71.86
80	61	$27.83	$73.75
80	60	$28.54	$75.64
80	59	$29.25	$77.53
80	58	$29.97	$79.42
80	57	$30.68	$81.31
80	56	$31.39	$83.20
80	55	$32.11	$85.10
80	54	$32.82	$86.99
80	53	$33.53	$88.88
80	52	$34.25	$90.77
80	51	$34.96	$92.66
80	50	$35.67	$94.55
80	49	$36.39	$96.44
80	48	$37.10	$98.33
80	47	$37.82	$100.22
80	46	$38.53	$102.11
80	45	$39.2[illegible]	$104.01
80	44	$39.96	$105.90
80	43	$40.67	$107.79
80	42	$41.38	$109.68
80	41	$42.10	$111.57
80	40	$42.81	$113.46

For other hours use: (Premium Cost x 12)/26) x (1 - .6x(hours/full time hours)

EXHIBIT # 4
RENSSELAER COUNTY
VISION CARE PLAN

PROFESSIONAL SERVICES

Davis Vision is pleased to offer vision care services through our preferred panel member doctors.

Members, spouses and eligible dependents will be entitled to receive one comprehensive eye examination during a two year contract period. These standards are consistent with those established by State Departments of Health including preventive eyecare with health screening, testing for glaucoma and cataracts, refractive care and prescribing of corrective eyewear. In addition, eyewear will be dispensed according to the following protocol:

- Fitting measurements will be taken, including frame size and seg heights.
- When dispensed, the eyeglasses will be properly adjusted to the member.
- All necessary follow-up adjustments will be provided at no charge.

MATERIALS

Members, spouses and eligible dependents will also be entitled to receive one complete pair of eyeglasses (or contact lenses in lieu of eyeglasses) during the contract period.

This comprehensive vision care program will be available to the members and dependents of Rensselaer County at the attached Fee-for-Service schedule.

DESIGNER VISION PLAN

The Designer benefit includes, without cost to the member plus dependents the following:

1. Choice of glass or plastic lenses in single vision, bifocal or trifocal.

2. Selection from a highly stylized, uniform frame selection of approximately 250 frames (Designer Collection). This selection will consist of frames including many designers such as Adolfo, Stetson, Halston, Gloria Vanderbilt, Liz Claiborne, Crayola, Camp Beverly Hills, Sophia Loren, etc.

3. All materials verified as first quality.

4. All ranges of prescriptions, including cataract lenses (no Overdiopter charge).

5. Any size lens (no oversized charge).

6. Fashion and gradient tinting of plastic lenses.

7. Glass-Grey #3 prescription sunglasses.

8. Soft, standard daily wear contact lenses ($25.00 co-payment applies). Disposable/Planned Replacement lenses are also available for a $45.00 co-payment (includes initial supply - 2 multi-packs).

9. A one (1) year warranty on all plan eyeglasses.

10. Polycarbonate lenses for dependent children.

The following additional enhancements may be selected by the beneficiary at significantly reduced pre-negotiated rates at the time of service as follows:

1.	Premier Frames		$25.00
2.	Photochromatic lenses:		
		Single Vision	$15.00
		Multifocal	$25.00
3.	Blended Invisible Bifocals		$10.00
4.	Progressive Additional Lenses		$80.00
5.	Ultra Violet Coating		$10.00
6.	Reflection Free		$33.00
7.	Supershield:		
		Single Vision	$15.00
		Multifocal	$25.00
8.	Polaroid		$60.00
9.	Polycarbonate		$30.00
10.	High Index		$55.00
11.	Transitions Lenses		
		Single Vision	$50.00
		Multifocal	$60.00

INDEMNITY REIMBURSEMENT SCHEDULE

Examination	$20.00
Single Vision Lenses	$20.00
Bifocal Lenses	$30.00
Trifocal	$40.00
Frame	$20.00
Contacts	$75.00

NON-PLAN ALLOWANCES

Frame	$25.00
Contacts	$55.00

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EXHIBIT 3
HEALTH BENEFITS FEE SCHEDULE FOR LESS-THAN-FULL-TIME EMPLOYEES

#820289

MEMORANDUM OF AGREEMENT

BETWEEN

COUNTY OF RENSSELAER
(HEREAFTER "COUNTY")

1,100 workers
(general unit)

AND THE

UNITED PUBLIC SERVICE EMPLOYEES UNION
(HEREINAFTER "UNION")

Memorandum of Agreement made and entered into this 27th day of February 2001 by and between the negotiating committees for the County of Rensselaer and the United Public Service Employees Union.

WHEREAS, the parties have engaged in negotiations in good faith in an effort to arrive at a *Successor Agreement* to a contract that expired on December 31st 2000, and;

WHEREAS, the parties have arrived at a *Tentative Agreement*;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby stipulate and agree as follows:

2/11/02

1. The provisions of this Memorandum are subject to ratification by the respective parties to the contract;

2. The parties agree to recommend this Memorandum for ratification;

3. All proposals not covered herein, made by either party during the course of negotiations, shall be deemed withdrawn;

4. All provisions of the prior Agreement shall be carried forward except as hereafter modified;

5. **Term of Agreement:** January 1, 2001 through December 31, 2002;

6. **Wages: Section 10**
   10.1 Modify to provide for all unit members:
   Effective January 1, 2001 - 3.5% increase
   Effective January 1, 2002 - 3.75% increase
   Addendum III - Modify by above amounts.

7. **Longevity: Section 10**
   10.3 Effective January 1, 2002 each longevity step shall be increased by $50.00. It is agreed that such longevity amounts shall have a cumulative increasing effect within the schedule and employees shall receive the cumulative increases for their respective years of service.

(i.e. Upon completion of twenty (20) years of employment on or after January 1, 2002, $200.00 longevity increase, thirty (30) years, $300.00 etc. Computed as follows $50.00 + $50.00 +$50.00 + $50.00 + $50.00 + $50.00 + $50.00 + $50.00.)

8. **Section 4 - Collective Bargaining Unit**

4.1 Delete D. Re-letter remainder (to reflect inclusion of less than half time employees in the unit).

9. **Less Than Half-Time Part-Time Employees**

24.2 and 24.3 (Vision) Add eligibility for vision coverage effective January 1, 2002 under the same terms as County Unit employees.

24.5 Add eligibility for dental coverage effective January 1, 2002, under same terms offered to 50% unit members.

Section 19 - Bereavement - Add eligibility pro-rata effective upon ratification.

Jury Duty - Add eligibility effective upon ratification.

10. **Suspension of 10.6.1 Advancement to Grade Rate**

Effective January 1, 2002 employees being paid less than grade rate shall have their rate of pay increased to the grade rate for their respective job classification. Employees hired on or after January 1, 2002 shall, upon hire, be paid at the grade pay rate for their respective job classification.

The suspension of the new hire advancement to grade rate provision shall remain in effect for the life of this Agreement and shall survive such Agreement provided however, that should the County wish to reinstate the "advancement to grade rate provision" it shall provide no less than ninety (90) days written notice to the Union. The Union shall have the right to request to meet with the County to discuss the County's decision. Such decision shall not be subject to the grievance and arbitration procedures contained in this Agreement.

If implemented, it shall affect only those employees hired subsequent to the date of implementation.

Additionally, if implemented the parties agree to develop an "advancement to grade schedule" that converts the 10% and 5% to actual salaries.

11. **Section 24.A.1.a**

Effective June 1, 2001 suspend 120 day waiting period for health, dental and vision coverage. Modify to provide for thirty (30) day waiting period for all employees. Employees hired prior to June 1, 2001 shall be made eligible for such benefits provided they have been employed for thirty (30) days; coverage shall be effective on the first (1st) day of the month following an employees 30th day of employment. No coverage shall be instituted prior to June 1, 2001.

The suspension of the 120 day waiting period shall be in accordance with the reinstatement provisions set forth above under the advancement to grade rate provision. Specifically, the parties agree that should the County wish to reinstate the 120 day waiting period for health, dental and vision coverage, it shall provide no less than ninety (90) days written notice to the Union. The Union shall have the right to request to meet with the County to discuss the County's decision, if implemented by the County, this provision shall affect only those employees hired subsequent to the date of implementation. The County's decision shall not be subject to the grievance and arbitration procedures contained in this Agreement.

12. **Dental:**

Effective June 1, 2001, the Rensselaer County Dental Schedule (Appendix "A") shall be increased by 20%.

Effective October 1, 2002, the Rensselaer County Dental Schedule (Appendix "A") shall be increased by 10%.

Benefits payable shall be rounded to the nearest dollar.

Upon ratification the parties agree to meet together with the County's consultant to evaluate the dental schedule and determine the best use of the above schedule increases to address the issue of increasing the number of participating dentists.

13. **Health Benefits: County PPO/Indemnity Plan Exhibits 1 + 2**

Modify In-Network Benefit Plan design as follows:

Physician office visits -	Current $10.00 co-payment - increase to $15.00 effective June 1, 2001.
Prescription Drugs -	Increase current brand (non-generic) co-pay from $10.00 to $20.00 effective June 1, 2001.

No other Plan changes shall be made.

14. Upon ratification employees thereafter employed in providing direct patient care in the Van Rensselaer Manor and those providing Home Healthcare Services shall be required to submit to a background check and shall be finger printed. Such employees employed prior to ratification shall not be required to submit to such background checks, nor shall they be finger printed.

15. **Special Labor/Management Committee**

Within sixty (60) days of ratification of this Agreement an equal number of representatives of the Union and County shall meet to discuss the following:

1. Modification of the *Grievance Procedure*.

2. In recognition of recruitment and retention issues facing the County the parties agree to meet to discuss implementation of salary adjustments pursuant to the *Salary Study*.

United Public Service Employees Union (UPSEU)

Kevin E. Boyle, Jr., President

Kathy Wright, Assistant Regional Director

Roland Gendron, Chief Unit Officer

Negotiating Team

DATE: 3-15-01

County of Rensselaer

Henry Zwack, County Executive 3-15-01

Bryan Goldberger, Esq.

DATE: 3-15-01

ANNUAL SALARIES
2001-2002

PAY GRADE	1/1/01 3.50% grade	Hourly 35	Hourly 40	1/1/01 3.50% start-95%	Hourly 35	Hourly 40	1/1/01 3.50% start-90%	Hourly 35	Hourly 40	1/1/02 3.75% grade	Hourly 35	Hourly 40
1	$20,180	$11.045430	$9.664751	$19,171	$10.493158	$9.181513	$18,162	$9.940887	$8.698276	$20,937	$11.459770	$10.027299
2	$20,830	$11.401204	$9.976054	$19,789	$10.831418	$9.477490	$18,747	$10.261084	$8.978448	$21,611	$11.828681	$10.350096
3	$21,511	$11.773946	$10.302203	$20,435	$11.185003	$9.786877	$19,360	$10.596606	$9.272031	$22,318	$12.215654	$10.688697
4	$22,260	$12.183908	$10.660920	$21,147	$11.574713	$10.127874	$20,034	$10.965517	$9.594828	$23,095	$12.640941	$11.060824
5	$22,993	$12.585112	$11.011973	$21,843	$11.955665	$10.461207	$20,694	$11.326765	$9.910920	$23,855	$13.056924	$11.424808
6	$23,727	$12.986864	$11.363506	$22,541	$12.337712	$10.795498	$21,354	$11.688013	$10.227011	$24,617	$13.474001	$11.789751
7	$24,461	$13.388615	$11.715038	$23,238	$12.719212	$11.129310	$22,015	$12.049808	$10.543582	$25,378	$13.890531	$12.154215
8	$25,324	$13.860974	$12.128352	$24,058	$13.168035	$11.522031	$22,792	$12.475096	$10.915709	$26,274	$14.380952	$12.583333
9	$26,280	$14.384236	$12.586207	$24,966	$13.665025	$11.956897	$23,652	$12.945813	$11.327586	$27,266	$14.923919	$13.058429
10	$27,395	$14.994527	$13.120211	$26,025	$14.244663	$12.464080	$24,656	$13.495348	$11.808429	$28,422	$15.556650	$13.612069
11	$28,375	$15.530925	$13.589559	$26,956	$14.754242	$12.909962	$25,538	$13.978106	$12.230843	$29,439	$16.113300	$14.099138
12	$29,356	$16.067871	$14.059387	$27,888	$15.264368	$13.356322	$26,420	$14.460865	$12.653257	$30,457	$16.670498	$14.586686
13	$30,755	$16.833607	$14.729406	$29,217	$15.991790	$13.992816	$27,680	$15.150520	$13.256705	$31,908	$17.464696	$15.281609
14	$32,204	$17.626710	$15.423372	$30,594	$16.745484	$14.652299	$28,984	$15.864258	$13.881226	$33,412	$18.287904	$16.001916
15	$34,028	$18.625068	$16.296935	$32,327	$17.694034	$15.482280	$30,625	$16.762452	$14.667146	$35,304	$19.323481	$16.908046
16	$35,494	$19.427477	$16.999042	$33,719	$18.455939	$16.148946	$31,945	$17.484948	$15.299330	$36,825	$20.155993	$17.636494
17	$36,968	$20.234264	$17.704981	$35,120	$19.222770	$16.819923	$33,271	$18.210728	$15.934387	$38,354	$20.992885	$18.368774
18	$38,987	$21.339354	$18.671935	$37,038	$20.272578	$17.738506	$35,088	$19.205255	$16.804598	$40,449	$22.139573	$19.372126
19	$40,994	$22.437876	$19.633142	$38,944	$21.315818	$18.651341	$36,895	$20.194308	$17.670019	$42,531	$23.279146	$20.369253
20	$42,950	$23.508484	$20.569923	$40,803	$22.333333	$19.541667	$38,655	$21.157635	$18.512931	$44,561	$24.390257	$21.341475
21	$44,911	$24.581828	$21.509100	$42,665	$23.352490	$20.433429	$40,420	$22.123700	$19.358238	$46,595	$25.503558	$22.315613
22	$46,866	$25.651888	$22.445402	$44,523	$24.369458	$21.323276	$42,179	$23.086481	$20.200670	$48,623	$26.613574	$23.286877
23	$48,824	$26.723591	$23.383142	$46,383	$25.387521	$22.214080	$43,942	$24.051450	$21.045019	$50,655	$27.725780	$24.260057
24	$50,780	$27.794198	$24.319923	$48,241	$26.404488	$23.103927	$45,702	$25.014778	$21.887931	$52,684	$28.836344	$25.231801
25	$52,739	$28.866448	$25.258142	$50,102	$27.423098	$23.995211	$47,465	$25.979748	$22.732280	$54,717	$29.949097	$26.205460

HOURLY TITLES
2001-2002

	1/1/01		1/1/01		1/1/01		1/1/02
HOURLY	3.50%		3.50%		3.50%		3.75%
TITLES	grade		start-95%		start-90%		grade
AGING SERVICE AIDE	10.323090		9.806936		9.290781		10.710206
AUTOMOTIVE MECHANIC	14.041845		13.339753		12.637661		14.568414
AUTOMOTIVE MECHANIC HELPER	12.842280		12.200166		11.558052		13.323866
BARBER	18.959130		18.011174		17.063217		19.670097
BOILER ATTENDANT	10.177155		9.668297		9.159440		10.558798
CLEANER	10.177155		9.668297		9.159440		10.558798
DISPATCHER	10.177155		9.668297		9.159440		10.558798
FOOD SERVICE HELPER	10.177155		9.668297		9.159440		10.558798
HIGHWAY DISPATCHER	14.058405		13.355485		12.652565		14.585595
HIGHWAY SUPERVISOR II	16.831170		15.989612		15.148053		17.462339
LABORER	10.177155		9.668297		9.159440		10.558798
LABORER (HIGHWAY)	10.346895		9.829550		9.312206		10.734904
LAUNDRY WORKER	10.177155		9.668297		9.159440		10.558798
LEISURE TIME ACTIVITIES AIDE	10.177155		9.668297		9.159440		10.558798
MEOH	14.041845		13.339753		12.637661		14.568414
MEOL	13.039965		12.387967		11.735969		13.528964
NURSE AIDE	10.177155		9.668297		9.159440		10.558798
PAINTER	10.177155		9.668297		9.159440		10.558798
PARKING LOT ATTENDANT	10.177155		9.668297		9.159440		10.558798
PHYSICAL THERAPIST AIDE	10.177155		9.668297		9.159440		10.558798
SEAMSTRESS	10.177155		9.668297		9.159440		10.558798
SENIOR AUTO MECHANIC	16.831170		15.989612		15.148053		17.462339
WATCHMAN	11.423295		10.852130		10.280966		11.851669
WORKING SUPERVISOR(HIGHWAY)	14.286105		13.571800		12.857495		14.821834

VAN RENSSELAER MANOR
NURSING TITLES

VAN RENSSELAER MANOR NURSING TITLES	1/1/01 3.50% grade	Hourly Rate	1/1/01 3.50% start-95%	Hourly Rate	1/1/01 3.50% start-90%	Hourly Rate	1/1/02 3.75% grade	Hourly Rate
ASS'T. DIRECTOR OF NURSING	$44,061	$21.102011	$41,858	$20.046935	$39,655	$18.991858	$45,713	$21.893199
ASS'T. SUPERVISOR OF NURSING	$42,652	$20.427203	$40,519	$19.405651	$38,387	$18.384579	$44,251	$21.193008
QUALITY ASSURANCE NURSE	$41,222	$19.742337	$39,161	$18.755268	$37,100	$17.768199	$42,768	$20.482759
HEAD NURSE	$39,637	$18.983238	$37,655	$18.034004	$35,673	$17.084770	$41,123	$19.694923
RN	$37,520	$17.969349	$35,644	$17.070881	$33,768	$16.172414	$38,927	$18.643199
LPN	$29,559	$14.156609	$28,081	$13.448755	$26,603	$12.740900	$30,667	$14.687261

8 20289 001

1100 workers

x = 12/05

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE COUNTY OF RENSSELAER COUNTY
(Hereinafter "County")
AND
UNITED PUBLIC SERVICE EMPLOYEES UNION LOCAL 424
(Hereinafter "Union")
WITNESSETH

WHEREAS, the parties agree, subject to respective ratification by UPSEU membership and the Rensselaer County Legislature, to the following terms for a successor collective bargaining agreement for the period January 1, 2003 through December 31, 2005, now, therefore it is **AGREED** and **STIPULATED** as follows:

The parties agree as this Memorandum of Agreement is integrated into the existing Collective Bargaining Agreement they will work together to identify existing provisions which require clarification and by mutual agreement effect appropriate changes.

The provisions of this Agreement are subject to ratification by the County's Legislature and the membership of the Union employed by the County. The respective negotiating committees agree to recommend the Agreement for ratification.

1. **TERM OF AGREEMENT:**
January 1, 2003 through December 31, 2005.

2. **WAGES - Section X:**
Wages of all unit employees shall be increased as follows:

January 1, 2003 -	1.5%
July 1, 2003 -	1.5%
January 1, 2004 -	3.25%
January 1, 2005 -	3.5%

Retroactive pay shall be paid to employees by separate check no later than one hundred twenty (120) days following County ratification of this agreement. The County shall make an effort to pay retroactive monies prior to this date. Pay increases shall be incorporated in the pay periods commencing December 5th and December 6th, 2003.

3. **DENTAL PLAN - Section 24:**
The Dental Fee Schedule shall be increased by the following:

Effective:	January 1, 2004 -	10%
	January 1, 2005 -	10%

The parties agree to meet within forty-five (45) days of ratification to discuss and agree to allocation of said amounts to the Fee Schedule.

4. **SEWER DISTRICT AND DETENTION EMPLOYEES STIPEND:**
(Rotating shifts/weekend assignments)

10.4 Increase to $850.00 effective January 1, 2004 and to $900.00 effective January 1, 2005.

10.4A Sewer District Stipend
Increase to $450.00 effective January 1, 2005.

5. **DIFFERENTIAL NURSING STAFF:**

10.5.1 Effective upon ratification of the Agreement, differentials shall increase to the following:

LPN - $2,080.00
RN - $2,080.00
Asst. Supervisor of Nursing - ... $2,080.00

Effective January 1, 2004 and for the term of the agreement thereafter, the above amounts shall be increased to $2,296.00.

In the event that the State of New York withdraws funding for recruitment and retention subsequent to the expiration of this agreement, the County may request to meet with representatives of the union to discuss adjusting the differential amount then in effect. In no event shall the aforementioned take place unless at least sixty (60) days notice is provided and the union has been consulted with and provided documentation supporting the States reduction of recruitment and retention monies.

The amount of the differential may be reduced by the County to no less than $1,680.00.

Nothing herein shall prohibit either party from advancing differential proposals and or modification of this provision in successor negotiations.

10.5.2 Other Employees (Evening/Nights)
Effective upon ratification the 3:00 p.m. - 11:00 p.m. and 11:00 p.m. - 7:00 a.m. differential shall increase to 60¢ per hour. Effective January 1, 2004 and for the term of the agreement thereafter, the differential shall increase to 75¢ per hour. The above differentials shall be paid to day shift employees working into the above shifts irrespective of the number of hours worked on said shift upon ratification by the parties.

In the event that the State of New York withdraws funding for recruitment and retention subsequent to the expiration of this agreement, the County may request to meet with representatives of the union to discuss adjusting the differential amount then in effect. In no event shall the aforementioned take place unless at least sixty (60) days notice is provided and the union has been consulted with and provided

documentation supporting the States reduction of recruitment and retention monies.

The amount of the differential may be reduced by the County to no less than 65¢.

Nothing herein shall prohibit either party from advancing differential proposals and or modification of this provision in successor negotiations.

6. **CNA - WEEKEND:**
Effective upon ratification the differential shall increase to 65¢ per hour.
Effective January 1, 2004 and for the term of the agreement thereafter, the amount shall increase to 85¢ per hour.

In the event that the State of New York withdraws funding for recruitment and retention subsequent to the expiration of this agreement, the County may request to meet with representatives of the union to discuss adjusting the differential amount then in effect. In no event shall the aforementioned take place unless at least sixty (60) days notice is provided and the union has been consulted with and provided documentation supporting the States reduction of recruitment and retention monies.

The amount of the differential may be reduced by the County to no less than 75¢.

Nothing herein shall prohibit either party from advancing differential proposals and or modification of this provision in successor negotiations.

7. **WEEKEND - Other Employees:**
Effective upon ratification the differential shall increase to 60¢ per hour.
Effective January 1, 2004, the differential shall increase to 70¢ per hour.

In the event that the State of New York withdraws funding for recruitment and retention subsequent to the expiration of this agreement, the County may request to meet with representatives of the union to discuss adjusting the differential amount then in effect. In no event shall the aforementioned take place unless at least sixty (60) days notice is provided and the union has been consulted with and provided documentation supporting the States reduction of recruitment and retention monies.

The amount of the differential may be reduced by the County to no less than 65¢.

Nothing herein shall prohibit either party from advancing differential proposals and or modification of this provision in successor negotiations.

8. **Section 26.3:**
Add: Days shall mean Monday through Friday and exclude Saturday, Sunday and legal holidays.

9. **Section 24:**
Effective upon ratification by the parties the co-payments required for physician office visits shall increase to $20.00 per visit.

Effective upon ratification by the parties the co-payment required for prescription drugs shall increase to the following:

Generic - $10.00
Non-Generic - $25.00

10. LTD PLAN:

Effective upon ratification and each year thereafter, for the term of this Agreement, the County upon written request from the Union, shall meet and confer with the Union concerning the County offering a County paid Long Term Disability Plan. The Union shall attempt to make such request prior to the formation of the County Budget for the subsequent year. The formal decision of whether the Plan shall be provided shall rest with the County. The Union shall provide the County with quotes sought for the Plan, and the County shall provide the data necessary for the Union to seek quotes for a Disability Plan. The necessary data shall consist of name, date of hire, job title and annual salary. Notwithstanding anything to the contrary, the Union shall have a right to request to meet and confer during 2005 for the 2006 budget. This provision shall sunset and have no other force or effect as of December 31, 2005.

11. 25 YEAR LAW ENFORCEMENT RETIREMENT PLAN - INVESTIGATOR/PROBATION OFFICERS:

Effective upon ratification and each year thereafter, for the term of this Agreement, the County, upon written request from the Union, shall meet and confer with the Union concerning the County offering the 25 year Law Enforcement Pension Plan through the New York State Retirement Plan. The decision of whether the Plan is adopted shall rest with the County. The Union shall provide the County with the cost of offering the Plan and the County will provide the Union with the information necessary to seek the information from the Retirement System. This provision shall sunset and have no other force or effect as of December 31, 2005.

12. MILEAGE 29.2:

Effective upon ratification all submissions for reimbursement of mileage must be submitted by no later than March 1 following the preceding December 31st. Failure to submit for reimbursement by March 1 shall result in no payment. With regard to the pending Health Department PERB matter (23073) the parties agree that the PERB case 23073 shall be withdrawn and the issue of mileage reimbursement shall be deferred to arbitration. The parties agree to meet prior to any arbitration to discuss resolution of pending matter as it relates to the Health Department.

13. SECTION 26.9:

Modify to reflect meeting on first and third Thursday of each month or as otherwise set by the Committee.

14. SECTION 29.3:

Add: County employees assigned vehicles must notify their supervisor upon conviction of a moving violation or alcohol or drug driving related offense occurring subsequent to ratification. Failure to timely notify the County may result in the loss of the employees right to a County vehicle in the discretion of the County. Should an employee who is assigned a County vehicle be convicted of a DWI, DWAI or leaving

the scene of an automotive accident he/she may suffer the loss of the assigned vehicle at the discretion of the County.

15. **AMERICANS WITH DISABILITIES ACT("ADA"):**
Add: The County and Union agree to abide by the provisions of the Americans with Disability Act.

16. **VISION COVERAGE:** 24.2.A-last paragraph
Effective upon ratification, employees not enrolled in health coverage shall be eligible for vision benefits every twenty-four (24) months.

17. **PART-TIME EMPLOYEES:**
Add: Upon completion of four (4) continuous years of employment a less than half-time (½) employee shall be entitled to County paid dental and vision coverage under the same terms as full-time employees.

18. **22.3.2 - LEAVE OF ABSENCE:**
First paragraph, modify to read:

> Upon termination of pregnancy and the period of disability related thereto, the employer may grant a leave of absence without pay for a reasonable period of time thereafter. A reasonable period of time shall be defined as up to six (6) months.
>
> In the case of continuing disability beyond the period herein an additional leave of absence shall be granted solely at the discretion of the County.

19. **21.2 QUALIFYING EMPLOYEES:**
Add to first paragraph first and second lines immediately after the word "permanent" add "or provisionally".

20. **SECTION 25:**
Modify to 75(I).

21. **30.5 FOOTWARE ALLOWANCE:**
Effective January 1, 2004, the allowance shall increase to $75.00 and effective January 1, 2005 to $100.00.

22. **STAGE 2 OF GRIEVANCE PROCEDURE:**
Effective upon ratification Stage 2 shall be replaced by an informal dispute/grievance resolution meeting consisting of representatives from the Union and County. Meetings will be held in the same manner as Stage 3 meetings. The Union shall be required to copy the Human Resource Department and the County attorney on all correspondence related to grievances and disputes under the contract.

The parties agree to meet within forty-five (45) days of ratification to establish the specifics of the meetings. All matters in dispute by the Union including matters which may be filed with outside agencies shall be presented at the Stage 2 meeting for discussion and resolution. Witnesses and other documentation may be presented by either party to support its position.

Matters not resolved at Stage 2 shall be presented at Stage 3, PERB or other Agency. Nothing herein shall prevent the Union from filing matters immediately to PERB or other Agency in addition to Stage 2 if delaying said filing would jeopardize the time limits of the respective Agency. 26.4.5.2 first paragraph changed stage 3 to stage 2.

23. **HEALTHCARE (DIRECT CARE GIVERS) PAY:**
No later than forty-five (45) days following ratification the parties shall meet and confer regarding recruitment and retention monies that may be available from the State of New York for Nursing Home staff. The actual distribution of funds shall be at the discretion of the County.

24. **ACCUMULATION OF SICK LEAVE:**
Effective upon ratification the current maximum accumulation shall be increased to 225 days.

25. **BEREAVEMENT - Section 19:**
Add step family members; step child (4 days), step parent (4 days), step parent-in-laws (3 days).

26. **LEAVE ACCRUAL BALANCE ON EACH PAYROLL STUB:**
As soon as practical subsequent to ratification the County shall provide employees sick, personal and vacation accruals on the employees regular pay check.

27. **SENIORITY - Section 13.9**
The parties agree to reconcile 13.9 with Section 16 and 22.4.

28. **Section 75 For Competitive Labor Class and Non-Competitive Employees:**
After 12 months to include:
    1. Notice of charge
    2. Eight (8) day response
    3. All other procedures of 75 apply
    4. Require to initiate choice of forum (arbitration or 75)
    5. Choice of arbitration waives 75 or 76.
    6. Nothing shall preclude discussions and resolution of disciplinary matters prior to issuance of charges.
    7. Change maximum five (5) days or more suspension to three (3) days (arbitration right)
    8. Expedited Arbitration.

Competitive same as labor and non-competitive (above) except after six (6) months and 75/76 per statute.

29. **13.1.2**
Delete third, fourth and fifth sentence.

30. The parties agree to meet within thirty (30) days to integrate the provisions of this agreement into a more formal collective bargaining agreement.

AGREED to this 12th day of SEPTEMBER 2003.

UNITED PUBLIC SERVICE EMPLOYEES UNION

Kevin E. Boyle, Jr.
President

John Murnane
Chief Shop Steward

Negotiating Team

Vicki L. Halsa

John R Beaner

Gary A. Hebert

Deborah Arsale

Gaynor E. Ritz

Gene Kelly

Mark W. Bruth

COUNTY OF RENSSELAER

Kathleen Jimino
Rensselaer County Executive

County Attorney

Bryan Pellegrer, Special Counsel

Rensselaer County Legislature

Clerk's Certification (G)

I, Jenét N. Allard, Clerk of the Rensselaer County Legislature, do hereby **CERTIFY** that I have compared the foregoing copy with the original resolution(s) enacted by the Rensselaer County Legislature at a legally convened meeting held on the 14th day of October 2003, and that the same is a true and complete copy thereof. The original resolution(s) is/are on file in my office located at 1600 Seventh Avenue, Troy, New York, and became effective on the 16th day of October 2003.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Rensselaer County Legislature of Troy, New York, this 17th day of October 2003.

Seal

Jenét N. Allard
Clerk of the Legislature
County of Rensselaer
State of New York

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Bauer, Stammel, Hammond, VanDeusen, Kelleher, Dedrick, Reid, Mirch, Brearton, Brownell, Herrington, McHugh, Salisbury, Stammel, Swartz, Walsh, Wright, O'Brien, Monahan

Sent To: Contracts & Agreements **Committee** **Date** October 14, 2003

Resolution No. G/465/03

RESOLUTION APPROVING MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF RENSSELAER AND UNITED PUBLIC SERVICE EMPLOYEES UNION

WHEREAS, This resolution is filed with the County Legislature by the County Executive; and

WHEREAS, The County of Rensselaer and the United Public Service Employees Union, have been engaged in negotiations to arrive at a successor agreement to the collective bargaining agreement between the parties which expired December 31, 2002; and

WHEREAS, The parties did reach a tentative agreement encompassed by a Memorandum thereof dated September 12, 2003, which Memorandum of Agreement is subject to ratification by the membership of the union local and approval by this legislature; and

WHEREAS, The membership of the union has since approved and ratified such Memorandum of Agreement reached on September 12, 2003, a copy of which Memorandum has been filed with the Clerk of the Legislature; and

WHEREAS, The County Executive has recommended approval of such Memorandum of Agreement and has requested the authority to execute on behalf of the County a collective bargaining agreement with the union for the period January 1, 2003 through December 31, 2005, which incorporates by reference the terms and conditions of such Memorandum; now, therefore, be it

RESOLVED, That the Rensselaer County Legislature hereby approves the Memorandum of Agreement between the County of Rensselaer and the United Public Service Employees Union and further authorizes the Rensselaer County Executive to execute on behalf of the County a collective bargaining agreement with such union for the period January 1, 2003 through December 31, 2005 which incorporates by reference the terms and conditions of such Memorandum of Agreement, subject to the approval as to form of the Rensselaer County Attorney; and, be it further

RESOLVED, That the Rensselaer County Executive and Chairman of the Rensselaer County Legislature shall each have the discretion to extend all or any part of the economic benefits of such agreement to those non-union employees under their respective direction or control.

Resolution ADOPTED by the following vote:
Ayes: 18
Nays: 0
Abstain: 0
October 14, 2003

Clerk of the Legislature

Sent to County Executive Oct 15, 2003

Received from County Executive 10/17/03

Clerk of the Legislature

Executive Action

Approved ✓ **Date** 10/16/03

Disapproved_____
Veto Message Attached and Returned to Clerk

Kathleen M. Jimino
County Executive