

# **AGREEMENT**

**between the**

**COUNTY OF ALBANY**

**and the**

**ALBANY COUNTY PROBATION DEPARTMENT UNIT**

**of the**

**PUBLIC EMPLOYEES FEDERATION, COUNCIL 502, AFL-CIO**

**January 1, 2022, through December 31, 2027**

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**ARTICLE 1  
PARTIES**

This is a Collective Bargaining Agreement between the County of Albany (hereinafter “the County”) and the Public Employees Federation (hereinafter “PEF” or “Union”), the duly certified exclusive representative, pursuant to the Public Employees Fair Employment Act, for the unit consisting of probation assistants, probation officer trainees, probation officers, senior probation officers, probation supervisors; both full and part time employees within the Probation Department within the employment of the County of Albany.

**ARTICLE 2  
DEFINITIONS**

- A. “Regular Employee” shall be defined as an employee who is required to work a fixed number of hours per week on an annual basis, as more completely defined in Article 10 of this Agreement.
- B. “Director or designee” shall refer to the Director of County Probation Department or the Director’s designee.

**ARTICLE 3  
DURATION OF AGREEMENT**

This is a six (6) year agreement for the term January 1, 2022, through December 31, 2027.

**ARTICLE 4  
DUES AND OTHER PAYROLL DEDUCTIONS**

The County shall deduct from the salary of each employee who so authorized in writing dues for membership in PEF in the amount certified by PEF to the County. The County shall promptly transmit such deductions to PEF monthly.

- 1. All Unit employees shall be eligible to participate in the Albany County Deferred Compensation Plan, in accordance with the terms and conditions of said plan.
- 2. The County agrees to provide one (1) additional deduction line on the payroll for Union sponsored benefits.
- 3. All Bargaining Unit members shall be eligible to participate in the county-wide leave donation plan established by the Albany County Legislature and administered by the Albany County Department of Human Resources. Employees are not eligible for leave donation if they have requested sick leave at half pay.
- 4. All Bargaining Unit members shall be eligible to participate in the Albany County direct deposit program, in accordance with the terms of the plan.

5. Effective January 1, 1999, the Albany County Section 125 Flexible Spending Plan will be available to all bargaining unit members. This Section 125 flexible spending plan will at least include deductions from pre-tax dollars for health insurance premium contributions, co-payments, other medical expenses, and dependent care expenses.

## **ARTICLE 5 MANAGEMENT RIGHTS**

1. The Union recognizes the Employer's legal responsibility and sole prerogative to manage its business and, except as expressly limited by this Agreement, to direct, hire, assign, transfer, promote, lay off and, for just cause, discipline, or discharge its employees, in accordance with applicable laws.

2. The employees covered by this Agreement shall conform to all department rules, when made known to the employees and the union, which do not conflict with the provisions of this Agreement.

3. The department retains the right to determine the size of the work force, allocate and assign work, and to contract out work when in its discretion the proper on site, equipment, manpower, or skills are not available.

4. The department retains the right to institute new or improved operating methods or facilities. Any reduction of the work force brought about by the institution of such operating methods or facilities will be made through attrition if possible.

5. The department reserves the right to change work schedules in accordance with Article 10.

6. The department reserves the right to select and assign new employees.

7. An employee appointed from a New York State Civil Service list to any title within this Agreement shall work under the provisions of the Agreement, but shall be employed only on a six (6) month trial basis (except for Probation Officer Trainees whose probation shall be for one (1) year period, after which there will be no additional probationary time required), during which period he/she may be discharged by the Employer without cause or recourse to the grievance procedure.

8. Except as expressly limited by other provisions of this Agreement, all of the authority, rights, and responsibilities possessed by the Employer are retained by it.

9. Any employee accepting a promotional appointment must work a twelve (12) week probation period. An employee who does not satisfactorily complete said twelve (12) week probationary period shall be returned to their previously held position, unless discharged for cause.

## ARTICLE 6 UNION ACTIVITIES

The Union president and four (4) other employees designated as Union representatives, whose names will be submitted to the Director of the Probation Department (hereinafter “the Director”) in writing by the Union, shall be permitted during working hours and without loss of leave time, after receiving permission, which shall not be unreasonably denied, from the Director to:

1. Participate in negotiations with the employer including preliminary meetings on ground rules through all impasse procedures. However, no compensation shall be received for meetings held before or after the regular workday or on an employee’s day off. Any employee desiring release time pursuant to this section shall notify his/her supervisor in advance of the date of such negotiations. Such employee shall be released from work for pre and post negotiations meetings as well as actual time spent in negotiations with the County.
2. Transmit communications and post notices authorized by the Union or its officers to the County or its representative at each facility.
3. Consult with the County or through its representative concerning the enforcement of any provisions of this Agreement at a mutually agreed time.
4. Employees selected by the Union to act as Union representatives shall be known as Steward and Alternate Steward. The names of employees selected as Steward and Alternate Steward shall be certified in writing to the Employer by the local Union. Such Union stewards shall have the right to investigate and process grievances during their regular working hours without loss of time or pay; however, such employees must notify their immediate supervisor, and secure permission prior to leaving work assignments. Such permission shall not be unreasonably denied.
5. The County shall provide half of the space on existing bulletin boards for the use of the Union to post notices and other information on each floor at 60 South Pearl Street Albany, NY.
6. No more than the President and two (2) representatives may participate in negotiations at any one time.
7. No more than one Union Officer at a time shall be allowed time during the workday, without loss of pay, for activities other than negotiations, outlined above.
8. The Employer agrees to grant a cumulative total of twenty (20) working days, to be shared by the total bargaining unit, without loss of leave credits or salary for PEF Members to attend Union conventions and/or workshops. This time will be allotted provided the Department operations are not impaired. A request for such leave must be made with the Director five (5) days in advance by the Union prior to the date the function is scheduled. The Employer will not unreasonably deny such requests. This section is separate from Sections 6 and 7.
9. Union meetings may be conducted at County work sites during non-work time including lunch hours. Such meetings will not disrupt the normal operations of the Department.

## ARTICLE 7 GRIEVANCE AND DISCIPLINARY PROCEDURES

### GRIEVANCE PROCEDURE:

**Section 1 Definition:** The term “contract grievance” shall mean any claimed violation, misinterpretation, or inequitable application of the terms and conditions of employment, arising out of the Agreement.

**Section 1A Counseling:** Counseling shall be any conversation or communication between the employee and the immediate supervisor or administrator, in an effort to address certain specific employee conduct, behavior, and/or job performance. “Counseling”, both verbal and written is intended to be positive, non-punitive, and is NOT discipline, it is constructive criticism. Its purposes include teaching, clarifying, assisting in employee development, and setting future expectations and objectives. Counseling involves face-to-face contact and should be conducted in private. The supervisor or administrator should state the reason(s) for the session, describing an incident or certain observed behavior, not personality. Counseling should describe, not label. The employee should be given the opportunity to tell his or her side of the story. The exchange should be open and honest. The supervisor or the administrator should clearly set forth expectations and standards regarding future behavior and performance. Counseling is not subject to the grievance procedure herein.

### **Section 2 Procedure:**

**A. Initiation:** The County, employees, and the Union are encouraged to resolve problems informally prior to filing of a formal grievance.

**B.** If an individual employee of the Union believes that there has been a violation, misinterpretation, or inequitable application of the provisions of this Agreement, the grievance shall be reduced to writing by the individual grievant(s) or by the Union and signed by the party bringing the grievance. The grievance shall specify the nature of the grievance including the section(s) of the Agreement allegedly violated.

**First Step: Deputy Director:** All grievances must be submitted in writing and signed by the aggrieved employee or an authorized representative and submitted within twenty (20) working days of the occurrence of the incident which causes the employee or the Union to be aggrieved and submitted to the Deputy Director or designee. Within fifteen (15) calendar days after receiving the grievance, the Deputy Director or designee shall meet with the aggrieved employee(s) and the appropriate Union representative. Within five (5) working days after this meeting, the Deputy Director or designee shall issue a written response. If the Union or aggrieved employee is not satisfied with the response to the grievance, or should the Deputy Director or designee fail to provide a response, the grievance procedure shall automatically progress to Step 2.

**Second Step: Director:** An appeal to the Second Step must be submitted in writing within five (5) working days from receipt of the Step 1 response or when the Step 1 response should have

been received. If within ten (10) working days after receiving the Step 2 grievance, the grievance is not resolved, or the Director fails to give an answer, the grievance procedure shall automatically progress to Step 3.

**Third Step: Commissioner:** In the event the grievance is unresolved after being processed through the First and Second step of the grievance procedures, the Union may, within ten (10) working days of when that decision should have been received, submit the grievance to the Albany County Commissioner of Human Resources. The submission shall be in writing and shall include a copy of the grievance filed at Step 1 and any supporting documentation; a copy of the Step 1 response and any written appeals there from; the Step 2 response; and a plain written statement of the reasons for disagreement with prior decisions. The Commissioner, or the Commissioner's designee, who may review the submissions with appropriate County Officials, shall issue a short, written statement of his/her decision within twenty (20) working days after receipt of the Step 3 submission. However, if the Commissioner, or the Commissioner's designee determines that a hearing is necessary to resolve factual disputes, the Commissioner, or the Commissioner's designee, shall hold a hearing within (20) working days after receipt of the Step 3 submission. The Commissioner or the Commissioner's designee will forward to all parties his/her written decision within fifteen (15) working days after the hearing, if held. In the event the decision is not acceptable or is not received within the prescribed time limits, the grievance procedure shall automatically progress to Step 4.

**Fourth Step: Arbitration:** In the event the grievance is unresolved after being processed through third (3<sup>rd</sup>) step of the grievance procedures, the Union may, within ten (10) working days after receiving notification of the Commissioner of Human Resources' decision, submit the grievance to Arbitration. Upon filing a demand for Arbitration through PERB, the Union shall communicate its intention to proceed to arbitration to the Director or the Director's designee. The expense of the arbitration shall be shared equally by the County and the Union. All other expenses incurred shall be paid by the party incurring them. The decision of the arbitrator shall be final and binding on the parties to this Agreement. The arbitrator shall, when making said decision, have no power to add to, subtract from, or modify the specific provisions of this Agreement.

C. The prescribed and agreed upon forms for filing grievances will be used by the Union in the processing of all grievances.

D. Time frames established by this Article may be waived by mutual agreement and confirmed in writing by the requesting party.

## **DISCIPLINARY PROCEEDURE**

A. **General Provisions:** It is understood and agreed that no employee who is a permanent employee by virtue of having completed their probationary period shall be removed or otherwise subject to any disciplinary penalty except for incompetence or misconduct. Therefore, the purpose of this Article is to provide a prompt, equitable, and efficient procedure for imposition of discipline for just cause. However, the County generally adheres to the concept of progressive discipline. Where the Director or Director's designee seeks imposition of a loss of leave credits or other privileges, written reprimand, fine of no more than \$200, demotion in title or grade, suspension

without pay, or dismissal from service, notice of such discipline shall be made in writing and served in person or by registered or certified mail upon the employee. The employee shall be provided with two (2) copies of any Notice of Discipline being served upon him/her. The Notice of Discipline shall specify the penalty to be imposed and the conduct giving rise to that penalty. The notice served on the employee shall contain a detailed description of the alleged acts and conduct including references to dates, times, and places. The President of PEF, or the President's designee, shall receive by certified mail, return receipt requested, a copy of the Notice of Discipline. The President of PEF Council 502 or his/or her designee shall be personally provided with a copy of the Notice of Discipline.

1. An employee shall not be disciplined for acts, known to the Employer, except those which would constitute a crime, which occurred more than one year prior to the service of the Notice of Discipline. The employee's whole record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed, if any. If the employee is a potential target of discipline, then the employee shall have the right to be represented by the Union or an attorney of their choice at all levels of the disciplinary procedure. The employee shall be given reasonable time to obtain Union representation or an attorney prior to any disciplinary interrogation. An interrogation is defined as the questioning of an employee who, at the time of the questioning, is a potential target of disciplinary action.
2. An employee may be suspended without pay or temporarily reassigned for up to 30 working days pending any arbitration of the Notice of Discipline.

If an employee is suspended or temporarily reassigned, a Notice of Discipline must then be served no later than five (5) working days following any suspension or temporary reassignment. If no Notice of Discipline is served or is served and determined to be untimely, the employee must be returned to duty in the same assignment with back pay and the matter shall be considered closed.

In addition, the following may apply:

- a. An employee suspended or temporarily reassigned shall return to his/her former position and assignment with the same salary following the 30-day suspension unless specifically precluded under terms of settlement or for reasons as imposed by any penalty. In addition, the suspension or temporary reassignment shall continue if a delay in the process is caused by the employee or employee's representative.
- b. During the period of suspension or temporary reassignment, the County shall maintain all contributions which it had made to the employee's and their dependents health insurance coverage that was in effect on the day prior to the first day of the suspension or temporary reassignment by paying the employer's share of the charges to maintain such coverage.

- c. An employee offered temporary reassignment may refuse such assignment and be suspended without pay, but such election shall be made in writing and signed by the employee.
- d. The fact that the County has temporarily reassigned an employee rather than suspending him or her without pay or the election by an employee to be suspended without pay rather than be temporarily reassigned shall not be used against the employee in a disciplinary arbitration.
- e. Temporary reassignment under this Section shall not involve a change in the employee's rate of pay.
- f. Suspensions without pay or temporary reassignment made pursuant to this Section shall be reviewable by a disciplinary arbitrator in accordance with the provisions of this section.

**B. Grievance Procedure:** Upon being served with a Notice of Discipline, the employee may discuss the notice with his/her supervisor. However, in the event a notice, as provided for in Section A of this Article, is served on an employee, the employee shall have ten (10) calendar days to file a grievance protesting the action of the Director. Such grievance shall be filed directly with the Director at Step 2 of the grievance procedure. The Director or the Director's designee may hold a meeting to discuss the merits of the grievance with the employee and his/her Union representative or his/her own attorney, if he/she chooses to retain his/her own attorney at personal cost to represent him/her; but, in any event, the Director or the Director's designee shall respond in writing within ten (10) working days of the receipt of the grievance or of the meeting if held.

**C. Appeal:** In the event the disciplinary grievance is not resolved at a Step 2 meeting or no response is received in writing from the Director or the Director's designee, then, within ten (10) working days from the receipt of the Director or designee's response or twenty (20) working days from the date of the grievance filing, the employee may elect to submit the matter, in writing, to the Commissioner of Human Resources or designee. Within ten (10) calendar days after receiving the disciplinary grievance the Commissioner of Human Resources or designee will hold a hearing. Within ten (10) calendar days after said hearing the Commissioner or designee shall issue a written response.

**D. Disciplinary Arbitration:** If the grievance is not resolved at the Commissioner of Human Resources or designee level, or no decision is received, the employee shall have the right to proceed to binding arbitration within twenty (20) working days. If the employee receives no decision, then the employee shall have the right to proceed to binding arbitration within 20 working days from the date the decision was due from the Commissioner of Human Resources.

**E. Exclusive Rights of Review:** The procedures under this Article shall be the sole and exclusive procedure with respect to disciplinary actions and shall replace Sections 75 and 76 of the New York State Civil Service Law.

**F. Right to a Response:** In the event the Employer fails to respond at any stage in the matter set forth above, the aggrieved shall have the right to proceed to the next step. However, the penalty proposed by the Director or the Director’s designee may not be implemented until (1) the employee fails to file a disciplinary grievance within 10 calendar days of the service of the Notice of Discipline, or (2) having filed a grievance, the employee fails to file timely appeals as provided in subdivision B, C, and D, or (3) the penalty is upheld or a different penalty is determined by the arbitrator to be appropriate, or (4) the matter is settled.

**G. Definitions:**

1. **Days** – as used in this Section shall mean working or calendar days as specified.
2. **Service** – shall be completed upon personal delivery or, if it is made by certified mail, return receipt requested, it shall be complete upon the date the employee or any other person accepting delivery has signed the return receipt or then the letter is returned to the Director or Director’s designee.
3. **Filing** – shall be complete upon actual receipt or, if certified mail, return receipt requested is used, upon the date of mailing appearing on the postal receipt.

**H. Timeliness:** In the event of a question of timeliness of any disciplinary grievance or appeal to arbitration, the date of actual receipt shall be determinative when personal delivery is used and the date of mailing appearing on the postal receipt shall be determinative when certified mail, return receipt requested is used.

**I. Time Limits:** The limits contained in this Article may be waived by mutual agreement of the parties. Any such agreement must be confirmed in writing by the party requesting such action.

**J. Changes:** Changes in workday, job assignment, or transfer or reassignment to another work location or job station may not be made for the sole purpose of imposing discipline unless imposed pursuant to the provisions of this Article.

## ARTICLE 8 SALARY

**A. Salary effective dates and amounts**

- |    |                 |                                   |
|----|-----------------|-----------------------------------|
| 1. | January 1, 2022 | 2% increase to existing salaries. |
| 2. | January 1, 2023 | 2%                                |
| 3. | January 1, 2024 | 3%                                |
| 4. | January 1, 2025 | 3%                                |
| 5. | January 1, 2026 | 3%                                |
| 6. | January 1, 2027 | 3%                                |

(SEE ATTACHED SALARY SCHEDULE IN APPENDIX “A”)

All salary increases shall be retroactive to their effective dates. Retroactive compensation shall be paid out as soon as practicable after ratification by the membership and approval by the Albany County Legislature. Retroactive compensation shall only apply to those employees on the payroll on the date of the signing of the Total Agreement (contract).

**B. Other Salary Provisions**

1. All new employees in the Albany County Probation Department will be paid the minimum rate of pay for the job classification into which they are initially hired and will proceed to the next step of the salary schedule for their job classification upon completion of one year of service and, each year thereafter on their anniversary date in the job classification, until the maximum rate of pay is reached.
2. Current employees shall be paid according to the salary schedule for their job classification based on the employee's total service in his or her job classification. Further advancement between steps shall occur on the employee's anniversary date in the job classification, until the maximum rate of pay is reached.
3. Employees promoted from one job classification to another, within the titles of Probation Officer Trainee, Probation Officer P/T, Probation Assistant, and Probation Officer, shall be paid the minimum rate of pay (Step 0) for the job classification into which they are promoted and will proceed to the next step upon completion of one year of service in the new job classification, except that Probation Assistants at Step 20 who are promoted to Probation Officer shall be placed at Step 3 of the Probation Officer chart, and will proceed to the next step upon completion of one year of service in the new job classification.
4. Any Probation Officer who is promoted to Senior Probation Officer shall be placed at the appropriate step of the Senior Probation Officer pay schedule based on their current total years of service with the County and, thereafter, will advance to future steps, if any, based on their total years of service with the County. Any Senior Probation Officer who is promoted to Probation Supervisor shall remain at the appropriate step of the Probation Supervisor schedule based on their current years of service with the County and, thereafter, will advance to future steps, if any, based on their total years of service with the County.
5. Any Probation Officer who transfers to a part-time Probation Officer position shall be placed at the step on the part-time Probation Officer salary schedule equivalent to the step held on the Probation Officer salary schedule at the time of such transfer. Such an employee shall retain the anniversary date they held in the Probation Officer position for the purpose of advancing to the next salary step on the part-time Probation Officer salary schedule. Any employee transferring from a part-time Probation Officer position to a Probation Officer position shall be similarly treated.

6. Salary steps and movement between steps shall be based on the employee's anniversary date within job classification, with the exception of subsections (B)(3) and (B)(4) above and will be paid on the last pay period of the anniversary month.
7. Any part-time Probation Officer who is retired from previous public employment and collecting a pension simultaneously while working for the Employer in a part time position subject to the provisions of Chapter 51-A, Article 7, Section 212 of the Laws of the State of New York (and any other relevant Local, State, or Federal law, rule, or regulation as may be enacted or amended) shall earn the same wages as all other part-time Probation Officers as reflected in this Section and in Appendix A, except that, such officers' salaries may, with the consent of the Officer, be capped when they reach the maximum allowable earnings as set forth in the relevant statute. Any such restricted Officers who are on track to earn additional income from the Employer above and beyond base salary, such as, but not limited to Warrant Squad Stipend, shall coordinate with the Employer to adjust working hours, schedules, and assignments in such a way as to be mutually beneficial to the Employer and the employee while ensuring the employee does not exceed income caps set by law.
8. Upon ratification of this Agreement, any existing Senior Probation Officers or Probation Supervisors who are currently at a step on the salary chart that is less than their current years of service with the County shall be advanced to the appropriate step of their title salary chart based on their total years of service with the County.

**C. Warrant Squad Stipend**

Effective January 1, 2014, employees who are appointed to the "Warrant Squad" shall receive two thousand dollars (\$2,000) stipend per year.

This amount shall be paid in addition to the annual salary of those employees assigned, in writing by the Director, to each of those assignments, but shall not be added to the salary schedule.

If no volunteers apply for appointment to the "warrant squad", assignment will be by reverse order of seniority of those employees eligible. Payment of the stipend for the "warrant squad" will not go into effect until assignments begin.

**D. Ratification Bonus**

A one-time ratification bonus of \$3,000 shall be paid to all bargaining unit employees who are on payroll status as of the date of ratification of this Agreement and execution of the final CBA. Such bonus shall not be added to base and is a one-time lump-sum bonus payment. Such bonus payment shall be paid to all eligible employees immediately as soon as is practicable following the ratification and implementation of the Agreement. Any employee eligible for this bonus who is on payroll as of the date of ratification, who

subsequently retires or otherwise separates from service with the County, shall receive this ratification bonus payment in full.

**ARTICLE 9  
LONGEVITY**

Effective January 1, 2018, through December 31, 2022:

Years of Continuous Full-Time Service	Amount
7-9	\$500
10-14	\$650
15-19	\$1,150
20-24	\$1,400
25+	\$1,900

Effective January 1, 2023, and every year thereafter:

Years of Continuous Full-Time Service	Amount
7-9	\$500
10-14	\$650
15-19	\$1,150
20+	\$5,000

Longevity is to be paid the last pay period of the month in which the employee's anniversary date falls.

Part-time employees are not eligible for longevity.

**ARTICLE 10  
WORKING HOURS**

A. The standard work week shall consist of five (5) days on (Monday through Friday) and two (2) days off (Saturday and Sunday). The standard workday shall be eight (8) hours from 9 a.m. until 5 p.m., with one (1) hour lunch. However, situations arise that will require an employee to work in addition to, or at hours outside, the standard work week or day and the Director or his/her designee shall retain the right to require employees to work such hours, subject to the provisions of Article 11, and this Article. Any employee who is required to work in addition to the standard work week or day, i.e., hours in excess of eight (8) hours per day, shall be compensated in accordance with the provisions of Article 11, except when a flex schedule has been approved per paragraph "B" herein. Employees may request to schedule non-standard work hours, no earlier than 7:00 a.m. (one day per week) with approval from their supervisor. Said requests shall not be unreasonably denied. In the months of July and August, employees may request to schedule non-standard work hours, no earlier than 7 a.m. two (2) days per week with approval from their

supervisor. However, employees may be assigned to work non-standard working hours that do not exceed eight (8) hours per day, subject to the provisions below.

1. Employees assigned to perform Release on Recognizance (ROR) duties within the department may be required as mandated or required by the program needs, to regularly work non-standard working hours, subject to the provisions of Article 11.

2. In addition, other programs may be developed in the Department of New York State Office of Probation and Correctional Alternatives, the New York Division of Criminal Justice Services, the Albany County Legislature, the Albany County Executive, or any other Federal, State, or Local body empowered to grant money for probation or “alternative” programs or set standards for such programs, and such programs may require non-standard working hours in order to meet program needs. The Director shall not be prohibited from assigning such non-standard working hours in such circumstances.

In the event of the likelihood of the development and institutionalization of such a program, the Director shall advise the President of the Union of the existence of the intended program requirements in order to all the Union to appraise the new program’s impact on working hours and make recommendations, if desired, to the Director.

3. Employees performing supervision services (Intake, Juvenile, Adult, ISP or release under supervision) may be required as mandated or required by State rule or departmental policies that are based on circumstances related to the Department’s program needs in accordance with the standards set forth in paragraphs A (1) and (2) above to regularly work non-standard working hours in order to make personal contacts with clients who are absolutely unable to report to the employee during standard working hours due to educational, employment, and other treatment reasons. Such required non-standard working hours shall not exceed one (1) day per week and shall not begin before 7:00 a.m. on the designated morning. In the event that personal contact must be made in excess of limits, the provisions of Article 11 or of Section B of this Article will apply. Nothing in this section shall foreclose the employer and an employee from mutually agreeing to work until 10:00 p.m. two (2) nights a week.

4. Employees may be required as mandated or required by New York State Division of Probation and Correctional Services rules or departmental policies that are based on circumstances related to the Department’s program needs in accordance with the standards set forth in paragraphs A (1) and (2) above to work non-standard working hours from time to time in order to accomplish tasks which might include but are not necessarily limited to the following situations:

- a) Court Appearances, if more than two (2) days’ notice has been given to the employee,
- b) Court Liaison duties,

- c) Intake, investigation, or supervision activities which include, but are not limited to, surveillance of clients, home visits/investigations, victim contacts, or collateral contacts, provided that these activities are not required by the Director or his/her designee on a routine or regular basis or as part of a regular shift of work. In instances wherein the employee is required to work non-standard working hours for these purposes, the Director or his/her designee shall attempt to schedule such tasks at hours that are agreeable to the employee but shall not be bound by any agreement with the employee.

The standard workweek for part-time employees will consist of twenty (20) hours per week. Work schedules will be established at the discretion of the Director.

- d) One Senior Probation Officer or a Probation Officer assigned to the Juvenile Evening Reporting Center and One Senior Probation Officer or Probation Officer assigned to the Community Relations/Juvenile Community Service Program may be required to work non-standard hours beyond that set forth in paragraph 3 of this article. The Director or his/her designee shall attempt to schedule such tasks at hours that are agreeable to the employee. However, the needs of the Department will take precedence over the needs of the employee. In the event that any grant, or alternative funding for these, or any similar funded positions is eliminated, the employees assigned to such positions will return to the required non-standard working hours provisions of paragraphs 3 and 4 (C) of this Article, and to the "flex scheduling" provisions of Section B of this Article.

**B.** Any employee who desires to perform non-standard working hours ("flextime") may request to do so subject to the following conditions.

Flextime is a working time pattern whereby an employee can, on a daily basis and within specific time bands, start and finish work at their discretion, as long as the employee completes the total number of hours required for a given time period. These are areas within the department which will require employee coverage from 9:00 a.m. through 5:00 p.m., as well as from 7 a.m.-9 a.m. for early morning reporting once a week. It will be the responsibility of the supervisor/management staff of those areas to ensure that this coverage is provided. The operational requirement, staffing, and other work situations may change from time to time and require adjustments to the starting and ending time of the employees. The needs of the Department will take precedence over the needs of the individuals.

The Director retains sole and exclusive authority in determining whether the work requirements of the Department can be met within the flex-time schedule, such flex alternate work schedule request shall not be unreasonably denied to permanent employees. If an employee has been granted a flex schedule and the needs of the department change, he/she will be given 30 days advance notice before returning to the non-flex schedule.

## **ARTICLE 11 OVERTIME AND COMPENSATORY TIME**

- A.** Any employee who is required by the Director, to work more than a forty (40) hour work week as established by Article 10 of this Agreement, or who receives prior permission of the Director, or in the Director's absence, the Director's designee to work more than forty (40) hours per week shall be compensated at a rate of one and one-half (1.5) times the employee's normal rate of pay.
- B.** Any time worked between the hours of 12 a.m. and 6:00 a.m. when required by the Director or his/her designee will be compensated at the rate of one and one-half (1.5) times the normal rate of pay, regardless of the number of hours worked within the week. Said time may be paid in fifteen (15) minute blocks.
- C.** Other than the circumstances under B above, an employee who wishes to receive overtime compensation must receive the prior approval of the Director, or in the Director's absence, the Director's designee. Where possible, such request shall be in writing. Said request must include specific information regarding the date and times of the service (if applicable) and the nature of the service. The request shall be on a form to be agreed upon by the parties. In circumstances where the employee requests such approval from their immediate supervisor, either the employee or the supervisor must contact the Director, or the Director's designee as stated above for prior approval for overtime compensation. In the event this procedure is not followed, prior requests for overtime compensation directed solely to the immediate supervisor, will limit the employee's entitlement to compensation to an award of compensatory time at a rate of one and one-half (1.5) times the employee hours expended.
- D.** Requests for overtime compensation made in accordance with the foregoing shall not be unreasonably denied by the Director or in his/her absence the Director's designee.
- E.** Employees electing to receive compensatory time in lieu of overtime compensation must receive prior approval of the employee's immediate supervisor, or in the supervisor's absence, the supervisor's partner. Written or verbal requests shall be sufficient. Compensation will be at a rate of one and one-half (1.5) times the employee hours expended. Employees shall only be allowed to accumulate up to a maximum of two hundred and forty (240) hours.
- F.** Sick leave, personal leave, annual leave, and compensatory time shall count as time worked for purposes of computing overtime. There will be no pyramiding of overtime.
- G.** Any employee who works compensatory time must adhere to the following procedures:
1. An employee shall maintain daily records of compensatory time he/she earns by entering in the Daily Scheduling Log Sheet, the date that compensatory time is accrued, the hours of day that said time was accrued, the related case names, and the amount of minutes/hours accrued. Each entry shall be made by the employee on the day the actual compensatory time is accrued or if during an evening or weekend, on the next working

day immediately following the date of service. This Daily Scheduling Log Sheet will be maintained by each employee's immediate supervisor.

2. At the end of each calendar week, the employee must endorse with his/her signature the bottom of the Daily Scheduling Log Sheet. The employee's immediate supervisor must then review the employee's accrual sheet for accuracy, endorse the Log Sheet with his/her signature and then forward the employee's Daily Scheduling Log Sheet for approval of the Director.
3. In order to use accrued compensatory time, an employee must secure advanced written approval from his/her immediate supervisor and log such use in the Daily Scheduling Log Sheet.

An employee desirous of utilizing compensatory time must provide twenty-four (24) hour notice to the immediate supervisor of the intent to utilize such time; shorter notice may be granted at the sole discretion of the immediate supervisor or the Director.

4. Requests for compensatory time, made in accordance with the foregoing shall not be unreasonably denied.
5. Unused compensatory time shall be liquidated in cash, at straight time, upon separation from service.
6. Employees may not accrue compensatory time on days in which compensatory time or any other authorized time has been used.
7. At the employee's option, up to eighty (80) hours unused compensatory time may be liquidated in cash once each calendar year, in December.

**H. Part-Time employees:** It is mutually understood that overtime and compensatory time for the part-time employees will comply with the terms and conditions of Article 11 of this Agreement. Specifically, in accordance with the terms and conditions of Article 11, paragraph A, part-time employees will be compensated one and one-half (1.5) times the normal rate of pay when the employee works more than forty (40) hours during a work week. It is further understood that in accordance with the terms and conditions of Article 11, paragraph A, a part-time employee will be compensated at the normal rate of pay when the employee works up to and including forty (40) hours during a work week.

It is mutually understood that in accordance with the terms and conditions of Article 11, paragraph E, part-time employees, complying with the requirements within, will be compensated one and one-half times (1.5) the number of hours expended when the employee works more than forty (40) hours during a work week. It is further understood that in accordance with the terms and conditions of Article 11, paragraph E, a part-time employee will be compensated at the normal rate of pay when the employee works up to and including forty (40) hours during a work week. Further, it is mutually understood that a part-time employee shall be allowed to accumulate a

prorated amount of compensatory time equal to one half the maximum accumulation of full-time employees or specifically, one hundred and twenty (120) hours.

## **ARTICLE 12 SENIORITY**

For the purposes of selection of vacations, seniority (i.e., continuous length of service with the Albany County Probation Department) as well as the availability of unit coverage shall be given consideration. For the purposes of preference for unit transfers and objection to undesired unit transfers, seniority (i.e., continuous length of service with the Albany County Probation Department) shall be given consideration. Seniority within the unit, as well as the employee's abilities to perform the required duties and the operating needs of the department shall be given equal consideration. An employee's immediate supervisor or other such individual having direct supervisory knowledge of the employee may submit written recommendations to the Director at their discretion.

In the event that a vacancy occurs in a ROR position, or in any other position that requires non-standard working hours as defined in Article 10, and where no on-staff employee desires the position, nor a new appointee should be assigned to the position, the Director shall consider employees in inverse order of seniority prior to actual appointment to said position.

The parties mutually agree that the continuous length of service will be prorated for part-time employees equaling one half the continuous length of service credited to full-time employees. For example, if a part-time employee works continuously for the Albany County Probation Department for two (2) years, the continuous length of service will equal one (1) full time year of seniority. Additionally, if the same part-time employee had continuously worked for the Albany County Probation Department for two (2) continuous years on a full-time basis, the total length of service would equal three (3) full-time years of seniority.

This modification for part-timers impacts upon departmental seniority only and does not affect Civil Service seniority status. Departmental seniority will be used for purposes of preference for unit transfers, selection of vacation etc.

## **ARTICLE 13 TRANSPORTATION AND MILEAGE REIMBURSEMENT**

**A.** Private Vehicles: All Probation Assistants, Probation Officer Trainees, Probation Officers, Senior Probation Officers, and Probation Supervisors must have access to private transportation. Effective January 1, 1994, staff members who utilize their private automobiles in order to make field visits or other visits directly related to the delivery of probation services will be reimbursed by the County at the Internal Revenue Service (IRS) rate for each mile traveled.

Reimbursement will be made on a monthly basis through usage of the "voucher". The staff member will complete this form (in duplicate) by indicating the date the automobile was used, the destination of travel, the precise number of miles traveled, and a total dollar amount for

which reimbursement is requested. This form must be presented to the unit supervisor for approval and delivery to the appropriate authority within the first week of the following month.

This form must be presented to the immediate supervisor within the first week of the following month. Reimbursement requests shall be reviewed by the supervisor, approved or denied, and sent to the Department Head within three (3) working days. The Department head shall review such requests and, if approved, forward the reimbursement voucher to the Comptroller's office within seven (7) working days of receipt of such forms from the supervisor. If denied, the reimbursement voucher will be returned to the employee with a written explanation of why it was denied within ten (10) working days of receipt from the employee's immediate supervisor. This will only apply to forms submitted on a timely basis.

No reimbursement will be made for travel to and from the workplace at the beginning and end of each working day.

No employee shall transport any probationer, respondent, or defendant, or those persons' families or acquaintances, in the Probation Officer's own private vehicle. The County agrees to reimburse the employee for any additional car insurance premium incurred by them for business coverage only. The employee must submit a bill indicating same.

**B. Probation Department Cars:** Employees who must transport clients must use a Probation Department Car. The Rules and Regulations for Albany County Probation Department Cars, as promulgated by the County Executive in March 1980, must be followed. Probation Assistants, Probation Officer Trainees, Probation Officers, and Senior Probation Officers must receive approval from their Probation Supervisor (or other supervisor, if necessary) in order to secure a vehicle. Any employee desiring a Probation Department Car for an entire weekend must first receive the approval of the Deputy Director or the Director. Supervisors need not receive any advanced written approval of the administration.

**C. Parking:**

1. The Union agrees that for the use of parking through the County, the cost of said parking shall be equally divided between the County and the employee, 50% each.
2. The employee's share for the parking space will be deducted on a weekly basis through payroll deduction.
3. The payroll deduction will be reviewed annually, and the payroll deduction may change yearly based on any cost increases that may be incurred by the County.
4. Fifteen (15) parking spots will be made available in the Times Union Center to PEF members based on seniority. The cost of parking shall be equally divided between the County and the employee.
5. The County is not obligated to offer parking space in perpetuity. Should future events require moving the assigned spaces, reasonable attempts will be made to find alternative parking but, availability to alternate parking cannot be ensured. Upon

notification from the employee, overpayments will be reviewed and reimbursed, when appropriate, as soon as practicable.

6. Assigned parking is non-transferable at any time, except with approval from the Director or designee.

7. The parking eligibility waiting list will be maintained in the Deputy Director's office. When assigning a parking space, and a selection must be made between employees of equal seniority, the third letter of the employees' last names shall be the determining factor with the winners being the first alphabetically.

The above represents the total agreement between the parties regarding employee parking and supersedes any other agreements.

#### **ARTICLE 14 OUTSIDE EMPLOYMENT**

**A.** An employee who wishes to engage in outside employment must first notify the Director, or in his/her absence, the Deputy Director, to engage in such outside employment by executing the proper forms to be provided by the Department. The Director, or in his/her absence, the Deputy Director, shall have the right to approve or disapprove such employment. Outside employment will not be disapproved unless it is determined to conflict with the proper performance of the employee's duties.

**B.** In the event approval is not granted, the employee shall have the right to accept such outside employment and must appeal the Director's decision directly to the Grievance Committee of the Albany County Legislature within five (5) working days of the date of the Director's decision.

#### **ARTICLE 15 TEMPORARY JOB VACANCIES**

**A.** Temporary Vacancy is defined as any position vacated for an interim period of limited time or limited duration. Consideration for the purpose of temporary job vacancy shall be given to employees in the immediate unit in which the vacancy occurred. Seniority within the Department as well as the employee's ability to perform the required duties and the operational needs of the Department shall be given equal consideration. An employee's immediate supervisor or other such individual having direct supervisory knowledge of the employee may submit a written recommendation to the Director at their discretion.

**B.** Any employee assigned to a temporary opening for a period in excess of five (5) consecutive workdays shall be paid at the higher rate of pay established for the position he or she is temporarily filling.

**C.** Any employee assigned to a temporary opening shall have a written acknowledgement from the administration placed in his or her personnel folder. A copy shall be immediately

forwarded to the employee. This acknowledgement shall be received no later than five (5) working days after the employee has completed the temporary assignment.

## **ARTICLE 16 EQUIPMENT**

**A.** Each employee will be issued or will have access to equipment appropriate to their specific duties. Such equipment shall include an employee's manual, badge, with ID and badge holder, handcuffs and holder, OC spray and holder, search gloves, communication device, bullet proof vest and extra carrier, belt, and other equipment that may be necessary in the performance of assigned duties. These items shall be replaced as needed in a timely fashion. When applicable, equipment will be replaced on or before it reaches its expiration date. The cost of replacement shall be borne by the County unless replacement is necessitated because of negligence of the employee.

**B.** The Department shall also supply training in the handling and use of firearms to all that carry firearms.

## **ARTICLE 17 DEPARTMENTAL POLICY AND LABOR MANAGEMENT**

**A.** All changes in Department policy must be issued in writing to all staff and clearly delineate the change in policy. The Director, the Deputy Director, the Principal Probation Officer, and Supervisor of each unit respectively will be responsible for maintaining an updated manual which will be accessible to staff.

**B. Labor Management Committee:**

1. Statement of Purpose: To establish a standing committee composed of equal representation by labor and management with the specific mission of reviewing job related problems, disputes, and misunderstandings arising out of the overall working environment and addressing the development of remedies for such issues and to help avoid grievance actions.

2. Committee Structure: There shall be monthly meetings of the Committee as scheduled by the Director. The committee shall be composed of no less than four (4) or more than eight (8) members and shall reflect equal representation of both labor and management. All recommendations shall be communicated to the Director and the Union President. The Committee shall have the right to request participation of concerned parties during meetings.

The parties can elect upon mutual agreement to hold a scheduled labor management meeting in the absence of a participant. In any case, nothing in this section precludes either party from designating a replacement to replace them at the meeting.

3. Health and Safety: Matters concerning workplace safety shall be appropriate topics for discussion at monthly labor management meetings. A management representative responsible for health and safety issues and the PEF Safety and Health committee chairperson, shall be regular participants at these and County-wide Health and Safety meetings.

4. The parties agree that telecommuting, compressed workweek, and alternate work schedules shall be appropriate subjects for discussion at labor/management meetings.

## **ARTICLE 18 SICK LEAVE**

To qualify for sick leave credits, one must be a regular employee and have one (1) month's continuous service completed.

1. All qualified employees shall be credited with one (1) day's sick leave, on the first of each month of continuous service for a total of twelve (12) days earned per year.

2. After completion of one (1) year of continuous service, the employee shall be credited with one (1) additional day of sick leave on every anniversary date of the commencement of his/her service, for a maximum of thirteen (13) days earned per year.

3. Sick leave may be accumulated up to one hundred and sixty-five (165) days. But no unused sick leave shall be compensated by additional monetary payment.

4. In addition to personal illness, leave for sickness in the employee's immediate family, or domestic partner, if approval is obtained from the Director or designee, may be charged to sick leave. Such approval shall not be unreasonably denied. Requests for prior approval shall be made to the employee's immediate supervisor at least two (2) days before the desired time of leave in writing, except in the case of emergency.

5. An employee absent on sick leave shall notify his/her supervisor of such absence by 9:30 a.m. on the day of such illness. An employee will not be required to produce a physician's certificate except for absences for personal illness of three days or more, or if an employee has submitted his/her two week notice of intention to resign. The Director or designee may require such proof of illness as may be satisfactory to him/her or may require the employee to be examined at the County's expense, by a physician designated by the County. In the event of failure to submit proof of illness upon request, or in the event that upon proof as is submitted, or upon the report of the medical examination, the County finds that there is not satisfactory evidence of illness sufficient to justify the employee's absence from the performance of his/her duties, such absence may be considered unauthorized leave and shall not be charged against accumulated sick leave credits. Abuse of sick leave privileges shall be cause for disciplinary action. The County considers a medical certificate from a licensed physician as sufficient proof in the ordinary course of events.

6. The County agrees that an employee (full-time or part-time) returning full time from authorized sick leave will be reinstated to the title from which they left.

**Extended Sick Leave:** The Department head at his/her discretion may advance sick leave credits to an employee absent due to personal illness who has exhausted his/her accumulated sick leave, vacation, and personal leave credits. The outstanding leave not repaid after being advanced to an

employee under the provisions of this section shall not at any time exceed a total of thirteen (13) days.

Upon separation of the employee from service with the County, any such advance of sick leave not repaid, shall be deducted from wages due the employee.

**Sick Leave at Half Pay:** Upon request by an employee, the Director shall recommend the granting or denial of sick leave at half pay. Such request and recommendation shall be reviewed by the Commissioner of Human Resources or designee who shall issue the final decision. The granting of sick leave at half pay is available for personal illness to a regular employee having not less than one year of continuous service after all of the regular employee's sick leave, vacation, personal leave, and comp time have been exhausted, provided that the cumulative total of all sick leave granted to any employee during his or her County service shall not exceed twenty (20) working days for each year of continuous County service.

In addition to this section, the Director may recommend the grant or denial of sick leave at half pay, with the final decision to be made by the Commissioner of Human Resources or designee, to a full-time employee who has exhausted his/her sick leave, vacation, personal leave, and comp time, six weeks of additional sick leave at half pay.

Requests for sick leave at half pay may only be submitted when no request for donated leave has been requested. At no time can an employee receive both sick leave at half pay and donated leave. When an employee requests either leave, the employee waives their right to the other.

Sick leave at half pay, if granted, is not subject to reimbursement by the employee. Employees will not accrue sick leave, personal leave, or vacation while receiving sick leave at half pay.

The parties mutually agree that part-time employees will receive prorated sick leave benefits in the following manner: Part-time employees will receive one half the sick leave benefit earned by the full-time employees of the Albany County Probation Department. For example, if a full-time employee receives eight (8) hours of sick leave per month, a part-time employee would receive four (4) hours of sick leave. Further it is mutually understood that based on the aforementioned example, if a full-time employee takes one day of sick leave, that employee will charge eight (8) hours of sick leave. Similarly, if a part-time employee takes one day of sick leave, that employee will charge four (4) hours of sick time. It is further mutually agreed that part-time employees shall be allowed to accumulate a prorated amount of sick time equal to one-half the maximum accumulation for full-time employees, or specifically seventy-five (75) days (equaling 300 hours).

## **ARTICLE 19 PERSONAL LEAVE**

**A.** Personal leave is leave with pay for personal business, including religious observance, without charge against any other accumulated leave credits. All employees shall be credited with

five (5) personal leave of absence days during each calendar year on January 1. The County agrees to allow personal leave in one (1) hour increments.

Personal leave may not be accumulated, and any personal leave credits remaining unused by an employee in the calendar year in which it was granted shall be cancelled.

**B.** Those employees who are hired after January 1 of each year shall receive personal leave on a prorated basis as follows:

January 1 <sup>st</sup> to March 15 <sup>th</sup>	5 days
March 16 <sup>th</sup> to May 31 <sup>st</sup>	4 days
June 1 <sup>st</sup> to August 15 <sup>th</sup>	3 days
August 16 <sup>th</sup> to October 31 <sup>st</sup>	2 days
November 1 <sup>st</sup> to December 31 <sup>st</sup>	1 day

Any employee on sick leave at half pay on January 1<sup>st</sup> of the calendar year, who subsequently returns to full duty, shall receive personal leave on a prorated basis.

**C.** All requests by employees for personal leave must be made at least forty-eight (48) hours in advance of the time requested except in the case of emergency, this requirement may be waived by the Director or his/her designee.

**D.** If an employee is separated from County service or granted a leave of absence without pay from County service and, thereafter is reinstated or re-employed within one (1) year following the last date upon which personal leave was credited to him/her pursuant to this Section, the unused personal leave standing to his/her credit at the time of separation or leave of absence shall be restored to him/her. However, at no time will an employee be allowed more than five (5) days per year.

**E.** An employee who announces his/her intention to resign shall not be allowed to use personal leave credits during the two (2) week period immediately preceding the effective date of resignation or the last day of work, whichever comes first. However, upon request of the employee and at the discretion of the Director, the requirement of this paragraph may be waived.

The parties mutually agree that a part-time employee will be entitled to the same number of personal days per year as full-time employees. It is further agreed that a personal day for a part-time employee is equal to four (4) hours.

It is mutually agreed that in accordance with Article 19, paragraph D, if a part-time employee is separated from County service, or is granted a leave of absence without pay and thereafter is reinstated or re-employed in a full-time position within one (1) year following the last date upon which personal leave was credited to him/her, the unused personal leave standing to his/her credit at the time of separation or leave of absence shall be restored to him/her at the part-time rate. For example, if a part-time employee, credited with one day personal leave before his/her leave of absence, returned after six (6) months to an available, full-time position, the restored personal leave would be one part-time day, despite the employee's new full-time status.

## **ARTICLE 20 BEREAVEMENT LEAVE**

Each employee shall be granted up to five (5) days bereavement leave per death for death in the employee's immediate family. The immediate family is defined as an employee's spouse, domestic partner, parents, stepparents, guardian, children, stepchildren, siblings and stepsiblings. Each employee shall be granted one (1) day bereavement leave per death for family members not defined in immediate family, to include: grandparents, grandchildren, parents-in-law, siblings-in-law, children-in-law, parent's siblings, and sibling's children.

Bereavement leave shall not be cumulative and will not be liquidated by cash for unused leave at the time of separation, retirement, or death.

It is mutually agreed by the parties that a part-time employee will be entitled to the same number of days of bereavement leave as full-time employees. It is further agreed that one (1) day of bereavement leave for part-time employees is equal to one part-time standard workday as defined in Article 10, of this Agreement.

## **ARTICLE 21 PARENTING LEAVE**

**A.** A pregnant employee shall be allowed to perform the duties of her job as long as she is medically able. A physician's certificate may be required.

**B.** An employee shall be allowed a leave of absence without pay, or shall charge accrued vacation, personal, sick, and/or compensatory time pursuant to Section D and Article 27, for a period of six months upon the birth or adoption of his/her child. This six-month leave of absence shall not commence until after the twenty (20) days of Paid Family Leave provided by Article 27 have been exhausted. This leave may be extended by the Director or designee for up to one year. Such extension will not be unreasonably denied. The first twelve weeks of this leave of absence may be designated as Family and Medical Leave in accordance with Article 27 of this Agreement. Spouses who are both employed by the County may not seek simultaneous parenting leaves for the same birth or adoption.

**C.** The employee should report to the County the existence of pregnancy no later than the end of the fourth month. The employee should provide reasonable prior notice of an anticipated adoption. "Reasonable prior notice" shall mean "not less than thirty (30) days or as soon as practicable."

**D.** Employees shall reduce the period of leave without pay by the use of any and all of his/her accumulated sick leave, vacation time, personal leave, and compensatory time. Employees shall have the option of using accumulated leave time at a half time rate while on parenting leave. However, the employee who elects to be paid at the half time rate shall be responsible for paying fifty (50%) percent of his or her health insurance costs for the employee and his/her dependents (through payroll deductions or otherwise) for any period of time after the first twelve weeks of leave during which the employee remains on leave at a half time rate. Following exhaustion of the

twenty (20) days of Paid Family Leave provided by Article 27, sick leave may be used for the remainder of the presumptive 8-week period of disability at the commencement of parenting leave by any employee taking parenting leave. Use of sick leave thereafter shall be dependent upon medical documentation.

E. A physician's certificate as to the fitness of the employee for the performance of her duties may be required from a female employee returning to work following childbirth.

F. The County agrees that an employee returning from authorized parenting leave will be reinstated to the title from which he or she left.

## **ARTICLE 22 UNPAID LEAVE OF ABSENCE**

Upon the written request by an employee, the Director shall recommend the granting or denial of an unpaid leave of absence. Such request and recommendation shall be reviewed by the Commissioner of Human Resources or designee who shall issue the final decision.

## **ARTICLE 23 LEAVE FOR SUBPOENAED AND JURY ATTENDANCE**

On proof of the necessity of jury service or appearance as witness pursuant to subpoena or other order of the court or body, an employee shall be granted a leave of absence with pay with no charge against leave credits, provided, however, that this section shall not apply to any absence by employee occasioned by such an appearance if he or she is a party. However, the County may request postponement of jury duty. The employee must submit documentation that jury duty was performed.

## **ARTICLE 24 LEAVE FOR QUARANTINE**

If an employee who is not ill him/herself is required to remain absent because of quarantine and presents a written statement of the attending physician or local health office proving the necessity of such absence he/she shall be granted leave with pay for the period of his/her absence, without charge against accumulated sick leave, vacation, or overtime credits. Prior to return to duty, such employee may be required to submit a written statement from a local health officer having jurisdiction that his/her return to duty will not jeopardize the health of the other employees.

It is mutually understood by the parties that part-time employees will be paid their regular scheduled number of hours and rate of pay during the period of required quarantine.

## **ARTICLE 25 LEAVE REQUIRED BY LAW**

The Director shall grant Military Leave as required by law. Employees must submit documentation of dates of military service performed.

## **ARTICLE 26**

### **WORKERS' COMPENSATION LEAVE**

1. For the purposes of this section, "accidental injury" shall be defined as an accidental injury arising out of and in the course of employment as well as such diseases or infections as may naturally and unavoidably result there from: and "occupational disease" shall be an occupational disease mentioned in the New York State Workers' Compensation Law Section 3 (2) and the disease is due to the nature of the corresponding employment as described in said subdivision and was contracted therein. Further, the New York State Workers' Compensation Law shall hereinafter be referred to as "WCL".

2. An employee of the County of Albany who sustains an accidental injury or occupational disease shall be entitled to the benefits and compensation required by the WCL and all procedures set forth in the WCL shall govern where not inconsistent with the procedures set forth in this Agreement.

3. The County of Albany Workers' Compensation Plan shall adopt the notice provisions and statutes of limitations provided in the WCL. Employees of the County of Albany shall be required to abide by said notice provisions and their claims will be subject to the statutes of limitations provided in the WCL.

4. When a leave of absence is necessitated by an occupational injury or occupational disease, the employee shall be allowed a leave, upon giving notice to his/her supervisor that he/she claims benefits and/or compensation under the WCL. The time limit on the leave of absence necessitated by such injury or disease shall be extended to one (1) year cumulatively including any periods of such absence during which the employee draws vacation and sick leave credits. Such leave may be extended for further periods at the discretion of the Department Head.

5. If the employee's claim for benefits and/or compensation under the ECL is controverted, the employee shall not be entitled to leave as stated in Section 4. The employee may continue to receive full gross wages only to the extent that he/she has accrued personal, sick, and vacation time. When his/her time is exhausted, the Employer may suspend all payments to the employee pending a determination of the controverted claim by the Workers' Compensation Board. If said determination is in favor of the employee, he/she shall be entitled to leave under Section 4 and all absences, subject to the qualifications stated in Section 9, before such final determination to the extent that the same were necessitated by his/her accidental injury or occupational disease, shall be deemed to have been pursuant to leave under Section 4. If the determination is in the employee's favor, his/her accrued time, if charged, shall be properly credited.

6. Compensation is allowed for injuries that cause disability beyond seven (7) calendar days. Workers' Compensation payments begin to accrue with the eighth (8<sup>th</sup>) day after disability commences if the employee is disabled for more than fourteen (14) calendar days then compensation is also payable for the first week of disability.

7. In the case of permanent incapacity, leave may be withheld, or the employee may be terminated, if it is determined the occupational injury or disease suffered by the employee is of

such a nature as to permanently incapacitate him/her from the performance of duties of his/her position.

8. The employee may draw upon accrued personal, sick, and vacation credits to compliment his/her weekly compensation rate to the extent that total compensation equals full gross wages. The employee shall earn personal, vacation, and sick leave only as to accrue personal, sick, and vacation time used and in no instance where time is advanced.

9. Before accumulated sick time may be charged, medical evidence is required for any injury when the absence is greater than three (3) days. A doctor's certificate may be satisfactory. The County retains the options to require the employee to be examined, at County expense, by a physician designated by the County. In the event of failure to submit proof of illness or injury or if the evidence submitted is not satisfactory to justify the entire absence, such absence will be considered unauthorized leave, and as such may not be charged against any accumulated time. In the case of a Workers' Compensation claim, medical evidence may be required at reasonable intervals as necessitated by treating physician(s) prognosis. Suspension of medical evidence will automatically suspend all payments to the claimant except that the employee shall not be charged for the one-half day for attendance at any physical examination at the direction of the Employer.

10. An award by the Workers' Compensation Board for any period for which the employee receives or received pay from the County shall be credited to the County as a reimbursement of wages paid. This reimbursement must be reflected in the employee's W-2 Statement of Wages Paid. These wages must be reported as "Workers' Compensation Wages" and are, therefore, exempt from taxes.

11. Accrued leave credits, used by an employee during a period of absence for which an award of compensation has been made to the County as a reimbursement to the employer for wages paid, shall be restored to him/her at the Workers' Compensation rate as designated by the Workers' Compensation Board notice of decision in full. No restoration shall be made for any leave time advanced to a County employee. In the event that the employee dies, resigns, retires, or continues absent beyond one (1) year without further leave, cash payment for vacation and overtime credits, including any credits restored because of a Workers' Compensation award shall be made in accordance with this Agreement. In any other case, an employee restored to service after an absence for an occupational disability shall have one (1) year from date of such restoration to reduce this accrued leave credited to the limits set in the Agreement.

12. Upon request of the employee to return to work at or prior to the expiration of the maximum period of allowed leave, if there is any doubt as to whether the employee is physically or mentally fit to perform the duties of his/her position, the department head may require the employee to undergo medical examination, prior to reinstatement, by a physician designated by the County within seven (7) days of a written notice of intent to return to work. If reinstatement is denied, the employee may make application in the manner prescribed by Section 71 of the Civil Service Law. If an employee continues absent after the expiration of the maximum period of allowed leave, his/her eligibility for reinstatement shall be governed by Section 71 of the Civil Service Law.

13. In order to enable the department head to make such a determination of fitness after the employee has been on Workers' Compensation leave, he/she may require an employee at any time to be examined by a physician designated by the County.

14. Where the department head has refused to grant the employee pay during leave pursuant to paragraph 4 or has withheld or terminated a leave of absence on the ground that the occupational injury or disease is of such a nature as to permanently incapacitate the employee from the performance of duties of his/her position, the employee may request the Civil Service Commission to review the determination and take appropriate action thereon.

15. These provisions shall not be construed to require extension of any employment beyond the time at which it would otherwise terminate.

16. In the event of a controverted case where the Workers' Compensation Board finds for the Employer, or if for any other reason the employee is overpaid in Workers' Compensation benefits, the employee's accrued leave time shall be reduced in any amount equal to the sum so paid. In the event the employee's accrued leave time is insufficient for such purpose, the Employer may apply ten (10%) percent of the employee's gross wages and one hundred (100%) percent of future accruals of leave time until the employer is repaid.

17. Health and dental insurance coverage will continue for any employee who was already covered, as long as he/she receives any County share to complement his/her Workers' Compensation benefits. Once this time is exhausted, benefits will terminate on a time scheduled identical to that used for a resignation or termination. The employee is carried for one full month after the month in which his/her benefit time is exhausted unless paid benefit time expires on the first of any month, in which case the employee's benefit expires at the end of the month. If the employee returns to work, then he/she will begin health and dental insurance benefits on the first day of the month after he/she has been back on the first of a month. (One month lag).

## **ARTICLE 27**

### **FAMILY AND MEDICAL LEAVE OF ABSENCE**

**Purpose:** To outline the conditions and procedures under which an employee may request time off for a limited period, as required by the federally enacted Family and Medical Leave Act (FMLA).

**Definitions:**

1. A "family and/or medical leave of absence" shall be defined as approved absence available to eligible employees for up to twelve weeks of leave during any consecutive twelve (12) months under particular circumstances. Leave may be taken:

Upon the birth of the employee's child; upon placement of a child with the employee for adoption or foster care;

When the employee is needed to care for a child, spouse, or parent who has a serious health condition; or

When the employee is unable to perform the functions of his/her position because of a serious health condition.

Note that an employee's entitlement of leave for the birth, adoption, or placement for foster care expires at the end of the 12-month period, beginning on the date of the birth or placement, unless the employer permits a longer time period.

2. A "Serious Health condition" will be defined as any illness, injury, impairment, or physical or mental condition that involves (but may not be limited to) the following:
  - a) Any period of incapacity or treatment in connection with, or consequent to, inpatient care in a hospital, hospice, or residential medical care facility; or
  - b) Any period of incapacity that required absence from regular daily activities of more than three days and that involves continuing treatment by (or under supervision of) a health care provider.
3. "Leave" time may be paid or unpaid, see discussion below.

**Responsibility:** The Department head is responsible for ensuring that this policy is communicated to the employees. Questions regarding the intent and interpretation of this policy shall be directed to the Department of Human Resources.

**Scope:** The provisions of this policy shall apply to all covered family and medical leaves of absence for any part of the twelve (12) weeks of leave to which the employee may be entitled.

**Eligibility:** To be eligible for leave under this policy, an employee must have been employed for at least 12 months and must have worked at least 1250 hours during the twelve-month period immediately preceding the commencement of the leave.

**Leave of Absence, Paid or Unpaid:** For the adoption, birth, or care of a spouse, an eligible employee must use accrued vacation, personal leave, sick time, and compensatory time, except as provided in Article 21, subsection D.

**Family Paid Leave:** Employees shall be granted a paid leave of absence for twenty (20) consecutive standard workdays to care for the employee's child after birth, or placement for adoption or foster care.

Eligibility for the Paid Parenting Leave expires at the end of the twelve-month period beginning on the date of birth or placement.

Employees must be eligible for FMLA in order to qualify for Paid Parenting Leave. Employees must have been employed by the County for at least one year and must have worked at least 1250

hours during the twelve-month period immediately preceding the commencement of the Paid Parenting Leave.

Paid Parenting Leave shall run concurrent with the qualifying FMLA absence. Twenty (20) consecutive Paid Parenting Leave days shall be utilized prior to the use of any other accruals or unpaid absences, during FMLA leave.

No portion of the Paid Parenting Leave is transferrable, cashable, or eligible to be saved for use at another time.

In the event that both parents are Albany County employees, only one parent may qualify for Paid Parenting Leave at any given time. The other employee may apply for Paid Parenting Leave upon the return to work of the first employee from their parenting leave.

More information concerning eligibility, application procedures, limitations, and requirements may be found at the Department of Human Resources.

For an eligible employee's own serious health condition, the employee must use all accrued leave time, including accrued sick leave. (Note that employees not wishing to use their vacation accruals while out sick under FMLA may reserve all or part of their vacation accruals at the inception of their leave only.)

In the event that eligible employee has no accrued leave to his/her credit, the leave provided under this FMLA policy will be unpaid.

**Extension of Leave:** In the event an employee requires leave in excess of the 12-week maximum described herein, the Department Head, at the Department Head's discretion, may provide additional leave. The employee will be responsible for their medical coverage during any extended leave.

**Permission and Documentation:** The employer will require medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse, or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his/her position. For leave the care for a seriously ill child, spouse, or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. The employer may require a second medical opinion and obtain periodic recertification (at its own expense) only when the employer has reason to doubt the initial medical certification. If the first and second opinions differ, the Employer, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the Employer and the employee.

If medically necessary for a serious health condition of the employee or his/her spouse, child, or parent, leave may be taken on an intermittent basis. Intermittent leaves are not permitted for birth or adoption, unless otherwise agreed upon by the parties.

Spouses who are both employed by the Employer, are each entitled to a total of twelve (12) weeks of leave for the birth or adoption of a child or for the care of a sick parent. For parenting FMLA leave, only one parent may qualify for the parenting leave at any given time. The other employee may apply for parenting leave to begin upon the return to work of the first employee on parenting leave.

**Notification and Reporting Requirements:** When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice, and make efforts to schedule leave so as not to disrupt operations of the Employer. In cases of illness, the employee will be required to report periodically on his/her leave status and intention to return to work.

The term “reasonable prior notice” shall mean “not less than thirty (30) days’ notice or as soon as practicable.”

**Coverage:** Family leaves may be granted for up to twelve (12) weeks during any twelve (12) month period.

The Employer may deny reinstatement to an employee who fails to produce a “fitness-for-duty” certification to return to work. This requirement applies only where the reason for the leave of absence was the employee’s own serious health condition.

Employees on authorized family leaves will be covered for those medical, dental, and other health insurance benefits (with the exclusion of any employee contributions, which must begin prior to family leave) under which they are covered prior to their leave.

In the event than an employee elects not to return to work upon completion of an approved unpaid leave of absence and the employee so notifies the Employer, the Employer may recover from the employee the cost of the premium made to maintain the employee's health insurance coverage.

**Procedures:** Completion of Request for Family and Medical Leave of Absence Notice: A request for Family and Medical Leave of Absence must be originated by the employee utilizing the approved form. This notice should be completed in detail, signed by the employee, submitted to the department head for proper approval, and forwarded to the Department of Human Resources. If possible, the notice should be submitted thirty (30) days in advance of the effective date of the leave.

All requests for family and medical leave of absence due to illness will include the following information:

Sufficient medical certification stating:

- 1) The date on which the serious health condition commenced
- 2) The probable duration of the condition
- 3) The appropriate medical facts within the knowledge of the health care provider regarding the condition

In addition, for purposes of leave to care for a child, spouse, or parent, the medical certification should give an estimate of the amount of time that the employee is needed to provide such care.

For purposes of leave for an employee's own illness, the medical certificate must state that the employee is unable to perform the functions of his/her position.

In the case of certification for intermittent leave for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.

**Return to Duty:** An employee returning from leave as covered by this policy is entitled to the same position held when leave began, or to equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

The employer makes the final determination as to whether to return the employee to the same or equivalent position.

An employee who fails to return to work promptly at the expiration of the Family and Medical Leave or fails to obtain an approved extension will be notified that they have been considered to have resigned their employment.

**Effect of Labor Agreement:** It is the intent of the employer to provide the standards as articulated in the federal FMLA and as contained herein.

**Change in Policy:** The County reserves the right to modify this policy as necessitated by law or otherwise.

**Effective Date:** The federal FMLA took effect on August 5, 1993. However, when a collective bargaining agreement is in effect on August 5, 1993, the Policy will take effect on either the date of the collective bargaining agreement terminates or twelve (12) months after the date of enactment (i.e., February 5, 1994), whichever is earlier.

Article 21 and any other Article in this Agreement which may come within the jurisdiction of the Family and Medical Leave of Absence provided shall be read in compliance with the Family and Medical Leave of Absence provision. The first 12 weeks of any leave shall be Family and Medical Leave of absence leave if all conditions of Family and Medical Leave of Absence applicability are met.

## **ARTICLE 28 ANNUAL VACATION**

County employees qualify for paid annual vacation if they meet the following requirements:

**\*A.** They are regular full-time employees or regular part-time employees. For purposes of the Agreement a regular employee is one who is required to work a fixed number of hours per week (20 hours or more) on an annual basis. All other employees are considered temporary.

B. They have a minimum of six (6) months continuous service within the County.

1. Vacation credit shall be earned as follows:

<u>Complete time in service Anniversary Date</u>	<u>Vacation Credits</u>
After 6 months	one-half of first year credit
1 Year	10 Days
2 Years	15 Days
7 Years	17 Days
10 Years	20 Days
20 Years	25 Days

\*Part time employees' vacation is prorated to equate to their work week, i.e., an employee who works seven (7) hours a day for three (3) days a week will earn six (6) days of vacation the first year, or two (2) work weeks.

1. For vacation requests of less than five consecutive days, an employee must provide 48 hours (working days) prior written notice to the immediate supervisor; a minimum of two weeks prior notice is required for more than five (5) consecutive vacation days. In the sole discretion of the immediate supervisor or Director (or the Director's designee), a shortened notice period may be acceptable.
2. Vacation credits may be accumulated up to a maximum of sixty-five (65) days except where more time have been accumulated prior to the County Rules of 1976. However, no accumulated vacation credits may be used without prior approval from the department head or his/her designee.
3. Unused vacation shall be liquidated in cash at the time of separation, retirement, or death. Employees hired on or after September 1, 2015, shall be so compensated for a maximum of thirty (30) days of unused vacation time.

Advanced Vacation Pay: An employee may request his or her salary in advance for their vacation period provided the following conditions are met:

- a) A vacation of not less than five (5) consecutive days is taken.
- b) The request is made to the department finance officer at least two (2) weeks in advance of the vacation.

The parties mutually agree that the part-time employees will receive prorated vacation benefits in the following manner: Part-time employees will receive one half the vacation benefit earned by the full-time employees of the Albany County Probation Department. For example, if a full-time employee receives eight (8) hours of vacation per month, a part-time employee with the

same seniority would receive four (4) hours of vacation. Further, it is mutually understood that based on the aforementioned example, if a full-time employee takes one (1) day of vacation, that employee will charge eight (8) hours of vacation time, whereas, if a part-time employee takes one (1) day of vacation, that employee will charge four (4) hours of vacation time.

C. Employees shall receive an additional four (4) hours of vacation annually following receipt of a Performance Evaluation rating of "Meets Expectations," "Exceeds Expectations," or in the case that no performance evaluation is conducted within sixty (60) days of the employee's annual anniversary date. This additional vacation leave shall roll over from one calendar year to the next, if not used within the calendar year it is earned. For more information regarding Performance Evaluations see Article 37.

## ARTICLE 29 HOLIDAYS

The following twelve (12) days are observed as holidays by the County:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Election Day
Memorial Day	Veteran's
Juneteenth	Thanksgiving Day
Independence Day	Christmas Day

In addition, there will be a floating holiday which may be taken within the calendar year, subject to prior approval. This floating holiday will be available as of the commencement of the County's fiscal year. In order to be eligible for the floating holiday, a new employee must be on the payroll on or before February 12 of the calendar year in which they are hired.

- a) If a holiday falls on a day which is not a scheduled workday, i.e., a weekend, then that holiday shall be observed on the Friday if the holiday falls on a Saturday and on a Monday, if the holiday falls on a Sunday.
- b) An employee required to work on a holiday shall be compensated at his/her overtime rate. However, an employee must have worked his/her last scheduled workday prior to a holiday, worked the holiday, and his/her first scheduled day after the holiday to receive compensation for the holiday, unless he/she was absent because of illness, vacation, personal leave, or any other absence approved by the employer. In cases of illness, a physician's certification may be required. If work is required on a holiday, permission must be obtained in advance for use of a vacation or personal day.

The parties mutually agree that a part-time employee will be entitled to the same number of days off, observed as holidays by the County, as full-time employees. It is further agreed that a part-time employee will receive prorated holiday pay that a full-time employee receives. (for example, on Christmas Day, a full-time employee will be paid eight (8) hours of holiday pay, whereas a part-time employee shall be paid four (4) hours of holiday pay) However, for employees working less than full time to be eligible for benefits under this section, the holiday must fall on a regularly

scheduled work day (i.e. a part time employee who's regular schedule is Monday, Tuesday and half day Wednesday will not be eligible for holiday benefits that fall on Thursday, Friday).

**ARTICLE 30  
HEALTH INSURANCE**

**A. Eligibility:**

1. The Employer shall provide hospitalization and major-medical insurance for each employee and the employee's eligible dependent(s).
2. A new employee shall be eligible for hospitalization and major-medical insurance on the first of the month after completing one month of continuous service. (For example, if an employee goes on the payroll on July 2<sup>nd</sup>, such employee's coverage will begin on September 1<sup>st</sup>. If an employee goes on the payroll on July 1<sup>st</sup>, such employee's coverage will begin on August 1<sup>st</sup>.)

**B. Insurance Plan:**

1. The Employer will offer a self-funded health insurance plan for each employee and the employee's eligible dependent(s). The plan is a Preferred Provider Organization (PPO) with both in-network and out-of-network benefits available.
2. The office visit co-pay (PPO Option) shall be fifteen dollars (\$15) per visit.
3. Albany County Formulary Prescription Drug Plan shall remain in effect as follows:

Effective January 1, 2017, through December 31, 2018:

<b>RETAIL</b>	<b>CO-PAY</b>
Generic	\$0
Preferred Formulary Brand	\$15
Non-Formulary Brand	\$60
<b>DOMESTIC MAIL</b>	<b>90 DAY SUPPLY</b>
Generic	\$0
Preferred Formulary Brand	1x Retail (\$15)
Non-Formulary	1x Retail (\$60)
<b>NON-DOMESTIC MAIL</b>	<b>90 DAY SUPPLY</b>
Preferred Formulary Brand	\$0
Non-Formulary	\$0

Effective January 1, 2019:

<b>RETAIL</b>	<b>CO-PAY</b>
Generic	\$5
Preferred Formulary Brand	\$15
Non-Formulary Brand	\$60
<b>DOMESTIC MAIL</b>	<b>90 DAY SUPPLY</b>
Generic	\$5
Preferred Formulary Brand	1x Retail (\$15)
Non-Formulary	1x Retail (\$60)
<b>NON-DOMESTIC MAIL</b>	<b>90 DAY SUPPLY</b>
Preferred Formulary Brand	\$0
Non-Formulary	\$0

The Union agrees to participate in a joint labor/management committee to be established by the County with the other existing Labor Unions to review County Health Insurance issues.

**C. Premium Payments:**

1. Effective January 1, 2013, those full-time employees hired prior to January 1, 1989, shall contribute 2% towards the cost of their health insurance. Such percentage shall increase 2% per year until a total of 10% of the premium is reached.
2. For a full-time employee hired on or after January 1, 1989, the Employer will pay ninety percent (90%) of the plan premium for individual and/or dependent coverage.
3. For a full-time employee hired on or after September 1, 2015, the employer will pay eighty-five (85%) of the plan premium for individual and/or dependent coverage.
4. The parties mutually agree that a part-time employee, working more than twenty (20) hours per week, but less than forty (40) hours per week, will be responsible for fifty percent (50%) of their health care and dental care insurance costs. Additionally, it is mutually agreed that a part-time employee, working less than twenty (20) hours per week will be responsible for one hundred (100%) of their health care and dental insurance costs.
5. The parties agree full-time employees who retire from County service with health insurance benefits, may continue said health benefits as allowed for as a retiree under the authority of the Albany County Legislature, when and if they return to work for the County, regardless of the hours worked.
6. Those employees with a hire date prior to January 1, 1989, who contributed 0% towards their premium from hiring date until January 1, 2013, shall revert to a 0% contribution upon retirement. All employees hired after January 1, 1989, must contribute towards the retirement

coverage the same percentage amount paid while on the payroll preceding retirement. All other eligibility criteria for health insurance continuation for retirees must be met.

**D. Coordination of Benefits:**

For those County employees whose spouses are also County employees, only one spouse is entitled to family coverage. The other spouse is entitled to individual coverage. The County shall have the right to verify marital status.

**E. Health Insurance Buy-Out Option:**

1. Effective January 1, 1995, an employee who is eligible for family coverage under the County's health insurance program, but elects to forego all medical coverage, will receive \$2,000 annually in lieu of medical coverage. An employee who is eligible for Family coverage but elects to take individual coverage will receive \$1,000 annually in lieu of family coverage. An employee who is eligible but does not elect individual coverage under the County's health insurance plan will receive \$1,000 in lieu of receiving individual coverage.
  2. No employee shall be eligible to receive any payment authorized by the foregoing paragraph unless the employee shall have presented proof to the County that such employee and such employee's eligible dependent(s) are covered by a plan of medical and health insurance benefits for the entire year that such employee elects not to be covered by the plan of medical and health insurance benefits provided by the County. Such other coverage must not be coverage provided through Albany County. However, those bargaining unit members who, at the time of execution of this agreement, are receiving a buy-out due to being a dependent on an Albany County health insurance plan, shall continue to receive buy-out payments for the years 2017, 2018, 2019, 2020, and 2021, provided all other criteria is met. Those payments will cease on December 31, 2021. In the event that the County of Albany elects to no longer self-insure, the buy-out option will be available for all collective bargaining unit members, even if other coverage is through Albany County.
  3. The employee will receive such payments during the third week of July and on the last pay period in December for the preceding six (6) months provided the presentation of the required proof of coverage has been received. It is the obligation of the employee to notify the County of termination of alternative medical and health insurance coverage. Health insurance buy-out will also be prorated for all part-time employees.
- F.** In the event an employee becomes ill and exhausts his/her leave and is off the payroll for more than ninety (90) days, after said period employees must reimburse the County in order to maintain health/dental insurance coverage.
- G.** The County agrees to notify PEF at least sixty (60) days prior to any change to comparable insurance or to pre-admission review requirements.
- H.** The County agrees to provide the Albany County Dental Plan effective in 1989.

- I. The County agrees to abide by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) as updated Omnibus Budget Reconciliation (OBRA) and Tax Reform Act of 1986.

### **ARTICLE 31 RETIREMENT**

The County shall continue the New York State Retirement Plan 75(i).

### **ARTICLE 32 PERSONNEL RECORDS**

#### **A. Departmental Personal History File**

1. a. Notwithstanding section B below, there shall be only one official personal history file maintained for any employee within the Department. The departmental personal history file shall contain, among other things, all memoranda or documents relating to such employees' job performance which contain criticism, commendation, appraisal, or rating of such employees' performance on the job. Copies of such memoranda or documents shall be sent to such employee simultaneously with their being placed in the departmental personal history file. An employee will be permitted to respond, in writing, to whatever information is contained in that employee's departmental personal history file. This departmental personal history file is the only file that may be considered as part of an employee's disciplinary process or for promotion or hiring decisions.

b. An employee shall have an opportunity to review the departmental personal history file in the presence of an appropriate official of the Department within five (5) working days from receipt by the Department of the employee's written notice of a request to review said file. Where such review is requested in connection with a pending disciplinary action or a pending grievance, every reasonable effort shall be made to schedule the review within a time period that will permit adherence to the time requirements of the grievance or disciplinary procedure. An employee shall have the opportunity to place in his/her departmental personal history file a response of reasonable length to anything contained therein which such employee deems to be adverse.

c. Upon an employee's written request, material over three (3) years old shall be removed from the departmental personal history file, except work performance evaluations, unsatisfactory performance evaluations, personnel transactions, pre-employment materials, and notices of discipline and all related records. Notices of discipline and related records wherein the final determination is that the employee was completely absolved of guilt shall not remain part of the departmental personal history file.

2. Only the Director or designee may write departmental letters of recommendation on behalf of employees or former employees. However, supervisors will not be prohibited from writing personal letters of recommendation.

3. Information obtained prior to employment with the department will not be available to the employee.

**B. Operational File**

In order to comply with requirements that the Employer disclose information about its employees to the District Attorney, courts, or other appropriate officials as required by law, the Department shall maintain an operational file for each employee under the following conditions.

1. Each employee's operational file shall be maintained by the County Human Resources Department in a location separate and apart from the Albany County Probation Department offices and separate from the employee's departmental personal history file. The operational file shall contain only items that are not already contained in the departmental personal history file and which the Employer is required to maintain to comply with applicable laws.
2. The operational file shall only be used in a manner necessary to comply with applicable laws, rules, and regulations.
3. Probation Department management and staff shall not have access to the operational file.
4. No one from the Department staff, nor from Albany County Management, nor Albany County Human Resources shall review the operational file or consider its contents in conjunction with any disciplinary matter. The operational file and its contents shall not be introduced as evidence as part of any disciplinary matter, grievance, or arbitration. The operational file shall not be reviewed or consulted when determining whether discipline should be levied or what level of discipline is appropriate in any circumstances.
5. The Employer shall not review or consider the operational file or its contents in making any decisions relating to the promotion or hiring of employees.
6. Employees shall have the right to review their operational file under the same terms and conditions described for the departmental personal history file in Section A.1.b. above.
7. If items removed from the employee's departmental personal history file are to be transferred to the employee's operational file, all rebuttal or response documents attached to them, as described in Section A.1.b. above, shall move to the operational file along with said items. At any time, an employee may place in his/her operational file a response of reasonable length to anything contained therein which such employee deems to be adverse.
8. The Employer shall immediately notify an employee any time their operational file, departmental personal history file, or any contents contained in either file, is requested by the District Attorney, any court, or any authorized government authority as required by law.

9. Both the Union and the Employer agree to meet and fully negotiate changes to this Article, any time a law, rule, or regulation is amended or adopted which impacts the Employer's ability to comply with any part of this Article.

## **ARTICLE 33 DEFENSE AND INDEMNIFICATION OF EMPLOYEES**

### **Civil Actions and Proceedings**

1. Upon compliance by the Employee with the provisions of Paragraph 9 of this Article, the Employer shall provide for the defense of the employee in any civil action or proceeding, state or federal, arising out of any alleged act or omission which occurred or allegedly occurred while the employee was acting within the scope of his or her public employment or duties. The duty to provide a defense shall not arise where such civil action or proceeding is brought by or at the behest of the Employer.

2. Subject to the conditions set forth in Paragraph 1 of this Article, the employee shall be represented by the County Attorney or an Assistant County Attorney in a civil action or proceeding brought against the employee for any alleged act or omission which occurred or allegedly occurred while the employee was acting within the scope of his/her public employment or duties. Further subject to the conditions set forth in Paragraph 1 of this Article, the employee shall be entitled to be represented by private counsel of his/her choice in any action or proceeding whenever the County Attorney of the County of Albany or other counsel designated by the County Attorney determines that a conflict of interest exists, or whenever a Court, upon appropriate motion or otherwise by a special proceeding, determines that a conflict of interest exists and that the employee is entitled to be represented by counsel of his/her choice, provided, however, that the County Attorney, or other counsel designated by the County Attorney may require, as a condition to payment of the fees and expenses of such representation, that appropriate groups of such employees be represented by the same counsel. Reasonable attorneys' fees and litigation expenses shall be paid by the employer to such private counsel from time to time during the pendency of the civil action or proceeding with the approval of the County Legislature of the County of Albany.

3. Any dispute with respect to representation of multiple employees by a single counsel or the amount of litigation expenses or the reasonableness of attorney's fees shall be resolved by the Supreme Court of the State of New York upon motion or by way of special proceeding.

4. Where the employee delivers process and a written request for defense to the Employer under Paragraph 9 of this Article, the Employer shall take the necessary steps on behalf of the employee to avoid entry of a default judgement pending resolution of any question pertaining to the obligation to provide for a defense.

5. The Employer shall indemnify and save harmless its employees in the amount of any judgement obtained against such employees in a state or federal court, or in the amount of any settlement of a claim, provided that the act or omission from which such judgement or claim arose occurred while the employee was acting within the scope of his/her public employment or duties; provided further that in the case of a settlement the duty to indemnify and save harmless shall be

conditioned upon the approval of the amount of the settlement by the County Legislature of the County of Albany.

6. Except as otherwise provided by law, the duty to indemnify and save harmless proscribed by this Article shall not arise where the injury or damage resulted from intentional wrongdoing or recklessness on the part of the employee.

7. Nothing contained in this Article shall authorize the Employer to indemnify or save harmless an employee with respect to punitive or exemplary damages, fines or penalties, or money recovered from an employee pursuant to Section 51 of the General Municipal Law; provided, however, that the employer shall indemnify and save harmless its employees in the amount of any costs, attorney's fees, damages, fines, or penalties which may be imposed by reason of an adjudication that an employee, acting within the scope of his/her public employment or duties, has, without willfully or intent on his/her part, violated a prior order, judgement, consent decree or stipulation of settlement entered in any court of this State or of the United States.

8. Upon entry of a final judgement against the employee, or upon the settlement of the claim, the employee shall serve a copy of such judgement or settlement, personally or by certified or by registered mail within thirty (30) days of the date of entry or settlement, upon the County Attorney or the County of Albany; and if not inconsistent with the provisions of this Article, the amount of such judgement or settlement shall be paid by the Employer.

9. The duty to defend or indemnify and save harmless prescribed in this Article shall be conditioned upon: (i) delivery by the employee to the County Attorney of the County of Albany a written request to provide for his/her defense together with the original or a copy of any summons, complaint, process, notice, demand, or pleading, within five (5) days after he/she is served with such document, and (ii) the full cooperation of the employee in the defense of such action or proceeding and in defense of any action or proceeding against the Employer based upon the same act or omission, and in the prosecution of any appeal.

10. The benefits of this Section shall inure to the employees as defined by this collective bargaining agreement and shall not enlarge or diminish the rights of any other party nor shall any provisions of this Section be construed to affect, alter, or repeal any provisions of the Workers' Compensation Law.

11. Except as otherwise specifically provided in this Article, the provisions of this Article shall not be construed in any way to impair, alter, modify, abrogate, or restrict any immunity to liability available to or conferred upon any employee by, in accordance with, or by reason of, any other provisions of state or federal statutory or common law.

- a. This section shall not in any way affect the obligation of any claimant to give notice to the public entity under Section Ten of the Court of Claims Act, Section Fifty-e of the General Municipal Law, or any other provision of law.
- b. The Employer is hereby authorized and empowered to purchase insurance from any insurance company created by or under the laws of this State or authorized by law to

transact business in the State, against any liability imposed by the provisions of this Section, or to act as a self-insurer with respect hereto.

- c. All payments made under the terms of this Section, whether for insurance or otherwise, shall be deemed to be for a public purpose and shall be audited and paid in the manner as other public charges.
- d. The provisions of this Section shall not be construed to impair, alter, limit, or modify the rights and obligations of any insurer under any policy of insurance.

### Criminal Charges

12. Upon compliance by the employee with the provisions of Paragraph 14 of this Article, and subject to the conditions set forth in Paragraph 13 of this Article, it shall be the duty of the Employer to pay reasonable attorney's fees and litigation expenses incurred by or on behalf of an employee in his or her defense of a criminal proceeding in a State or Federal Court arising out of any act which occurred while such employee was acting within the scope of his/her public employment or duties, upon his/her acquittal or upon dismissal of the criminal charges against him/her. The duty to provide for a criminal defense shall not arise where such criminal action or proceeding is brought by or at the behest of the Employer.

13. Upon the application for reimbursement for reasonable attorney's fees and litigation expenses made by or on behalf of an employee as provided in Paragraph 14 of this Article, the County Attorney of the County of Albany shall determine, based upon his/her investigation and his/her review of the facts and circumstances of the criminal proceedings, whether reimbursement of reasonable attorneys' fees and litigation expenses shall be paid. The County Attorney of the County of Albany shall notify the employee in writing of such determination. Upon determining that reimbursement should be provided for reasonable attorneys' fees and litigation expenses incurred by or on behalf of the employee, it shall be the duty of the employee to notify in writing to the County attorney the identity of the defense counsel intended to be retained by or on behalf of the employee in his or her defense of the criminal proceeding. The County Attorney shall have the right to negotiate prospectively with said defense counsel the amount of reasonable attorneys' fees which the Employer shall reimburse the employee upon his/her acquittal or upon the dismissal of the criminal charges against him/her. The County Attorney shall certify such expenses to the Comptroller of the County of Albany. Upon such certification, reimbursement shall be made for such fees and expenses upon the audit and warrant of the Comptroller. Any dispute with regard to entitlement to reimbursement, the designation of defense counsel, the amount of litigation expenses, or the reasonableness of attorneys' fees shall be resolved by the Supreme Court of the State of New York upon appropriate motion or by way of a special proceeding.

14. Reimbursement of reasonable attorneys' fees and litigation expenses by the Employer as prescribed by this Article shall be conditioned upon (a) delivery to the County Attorney or an Assistant County Attorney at the Office of the Department of Law of the County of Albany by the employee of a written request for reimbursement of defense expenses together with the original or a copy of an accusatory instrument within ten (10) days after he/she is arraigned upon such instrument, and (b) the full cooperation of the employee in the defense of any action or proceeding against the Employer based upon the same act, and in the prosecution of any appeal.

15. Except as otherwise specifically provided in this Article, the provisions of this Article shall not be construed in any way to impair, alter, limit, modify, abrogate, or restrict any immunity available to or conferred upon any employee, or any right to defense and/or indemnification provided for any governmental officer or employee by, in accordance with, or by reason of, any other provision of state or federal statutory or common law.

- a. This section shall not in any way affect the obligation of any claimant to give notice to the public entity under Section Ten of the Court of Claims Act, Section Fifty-e of the General Municipal Law, or any other provision of law.
- b. The Employer is hereby authorized and empowered to purchase insurance from any insurance company created by or under the laws of this State or authorized by law to transact business in the State, against any liability imposed by the provisions of this Section, or to act as a self-insurer with respect hereto.
- c. All payments made under the terms of this Section, whether for insurance or otherwise, shall be deemed to be for a public purpose and shall be audited and paid in the manner as other public charges.
- d. The provisions of this Section shall not be construed to impair, alter, limit, or modify the rights and obligations of any insurer under any policy of insurance.

#### **ARTICLE 34 REPORTING STATIONS**

The County agrees that all reporting stations will conform to all OSHA standards and guidelines and provide access to telephones.

#### **ARTICLE 35 POSTING OF POSITIONS**

The Director or the Director's designee shall post all Civil Service announcements for all probation open-competitive and promotional examinations at least fifteen (15) days prior to the date the applications close or immediately upon receipt by the Director, if received less than fifteen (15) days prior to closing.

#### **ARTICLE 36 GENERAL PROVISIONS**

1. Meal Reimbursement: In accordance with department policy in effect as of December 21, 1990.
2. Savings Clause: Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by a Court of competent jurisdiction, such decision of the Court shall apply only to the specific Article, Section, or portion thereof directly specified in the

decision. Upon finalization of any decision, the parties agree to immediately commence negotiations for a substitute to the invalidated Article, Section, or portion thereof. All other terms and conditions of this Agreement would remain in full force and effect.

3. No Strike or Lockout:

- a. PEF affirms that it does not assert the right to strike against the Employer, and it shall not cause instigate, encourage, or condone a strike, as per the Public Employees Fair Employment Act, "Taylor Law."
- b. The County agrees that it will not lockout employees in accordance with the terms of the Public Employees Fair Employment Act, "Taylor Law."

### **ARTICLE 37 EMPLOYEE EVALUATIONS**

Both parties agree that employee evaluations will be performed on an annual basis.

Effective upon ratification, the Albany County Probation Department will train supervisors on procedures regarding evaluating, conducting, and issuing employee performance evaluations. The annual employee evaluation period will begin six months following ratification and after sufficient training of supervisors. The annual employee evaluation period will begin six months following ratification and after sufficient training of supervisors. The annual evaluation period will be for one year and will begin on the employee's anniversary date in 2018.

At the conclusion of the employee's annual evaluation period, the employee's supervisor shall meet with the employee to discuss and provide a copy of the completed written evaluation and the overall rating. In the event the employee does not receive a final evaluation within sixty (60) days of the anniversary date following the evaluation period, the employee shall be entitled to four hours of time added to their vacation accruals.

An employee may appeal an overall rating of "Does Not Meet Expectations" to the Director of Probation or the Director's administrative designee. This appeal shall be filed by the employee within ten (10) working days of the receipt of the evaluation at the review meeting with the supervisor or receipt of the final evaluation, whichever is later. The employee shall be time barred from filing an appeal if he/she has not filed the appeal within the timeframe stated in this Section. The Director or Director's administrative designee shall provide a written response to the appeal within ten (10) working days of receipt of the employee's appeal. Should the employee wish to appeal the determination of the Director of Probation or the administrative designee, the employee shall appeal to the Albany County Commissioner of Human Resources within thirty (30) calendar days of the Director of Probation's response. Such appeal should be sent to: Albany County Commissioner of Human Resources, 112 State Street, Suite 1100, Albany, NY 12207.

Upon an employee's request, any Performance Evaluation shall be removed from his/her Personal History File after twenty-four (24) months from the date the written evaluation was signed by both parties.

The parties agree that employees who receive an overall evaluation rating of “Meets Expectations” or “Exceeds Expectations” shall receive four (4) hours of vacation leave. Such leave shall be added to the employee’s accrual balance within thirty (30) calendar days from receiving their final performance evaluation. These four hours of vacation leave cannot be cashed out but can be rolled over from year to year.

The parties agree to exclusive use of the “Performance Evaluation Form” in Appendix “B.”

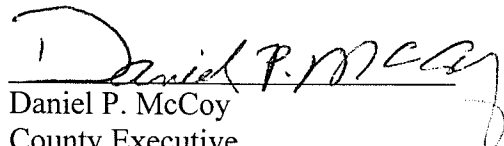
**ARTICLE 38  
LEGISLATIVE ACTION**

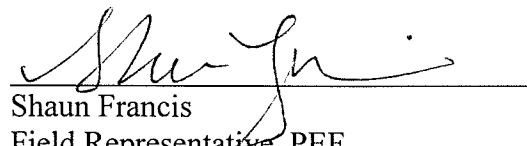
It is agreed by and between the parties that any provisions of this agreement requiring Legislative action to permit its implementation by amendment of law or by providing additional funds therefore shall not become effective until the appropriate Legislative body has given approval.

Dated: *May 25, 2023*

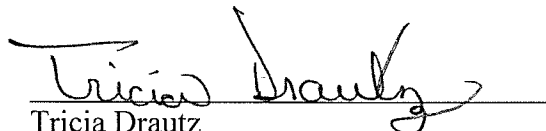
COUNTY OF ALBANY

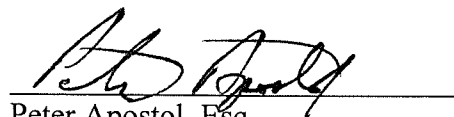
ALBANY COUNTY PROBATION UNIT  
OF THE PUBLIC EMPLOYEES  
FEDERATION, AFL-CIO

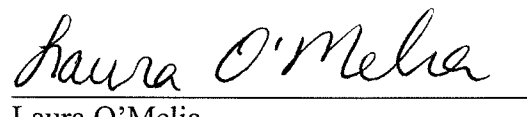
  
Daniel P. McCoy  
County Executive

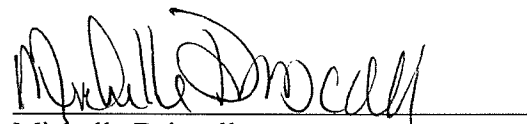
  
Shaun Francis  
Field Representative, PEF

  
William Connors, Director  
Probation Department

  
Tricia Drautz  
Council Leader, PEF Division 502

  
Peter Apostol, Esq.  
Director of Employee Relations

  
Laura O'Melia  
Negotiating Team, PEF Division 502

  
Michelle Driscoll  
Negotiating Team, PEF Division 502

**APPENDIX A**

**PEF – Albany County Probation Salary Schedules 2022-2027**

PEF – PROBATION 2022 – Effective January 1, 2022

<u>Titles</u>	<u>Step 0</u>	<u>Step 5 Yr</u>	<u>Step 10 Yr</u>
Probation Supervisor	\$73,808	\$76,356	\$80,178
Sr. Probation Officer	\$66,755	\$69,118	\$72,942

<u>Titles</u>	<u>Step 0</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 10 Yr</u>	<u>Step 15 Yr</u>	<u>Step 20 Yr</u>
Probation Officer	\$52,895	\$53,774	\$54,659	\$55,540	\$56,420	\$60,142	\$62,983	\$65,532	\$68,592
Probation Asst.	\$37,860	\$38,737	\$39,621	\$40,500	\$41,384	\$44,715	\$47,163	\$50,987	\$54,047
Probation Officer P/T	\$26,447	\$26,889	\$27,330	\$27,768	\$28,209	\$30,072	\$31,493	\$32,765	\$35,825
Probation Officer Trainee	\$46,722								

PEF – PROBATION 2023 – Effective January 1, 2023

<u>Titles</u>	<u>Step 0</u>	<u>Step 5 Yr</u>	<u>Step 10 Yr</u>
<b>Probation Supervisor</b>	\$75,284	\$77,883	\$81,782
<b>Sr. Probation Officer</b>	\$68,090	\$70,501	\$74,401

<u>Titles</u>	<u>Step 0</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 10 Yr</u>	<u>Step 15 Yr</u>	<u>Step 20 Yr</u>
<b>Probation Officer</b>	\$53,953	\$54,850	\$55,752	\$56,651	\$57,549	\$61,345	\$64,243	\$66,843	\$69,964
<b>Probation Asst.</b>	\$38,618	\$39,511	\$40,413	\$41,310	\$42,212	\$45,609	\$48,106	\$52,006	\$55,128
<b>Probation Officer P/T</b>	\$26,975	\$27,427	\$27,876	\$28,324	\$28,773	\$30,673	\$32,122	\$33,421	\$36,542
<b>Probation Officer Trainee</b>	\$47,657								

PEF – PROBATION 2024 – Effective January 1, 2024

<u>Titles</u>	<u>Step 0</u>	<u>Step 5 Yr</u>	<u>Step 10 Yr</u>
<b>Probation Supervisor</b>	\$77,543	\$80,220	\$84,235
<b>Sr. Probation Officer</b>	\$70,133	\$72,616	\$76,633

<u>Titles</u>	<u>Step 0</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 10 Yr</u>	<u>Step 15 Yr</u>	<u>Step 20 Yr</u>
<b>Probation Officer</b>	\$55,572	\$56,495	\$57,424	\$58,350	\$59,275	\$63,185	\$66,170	\$68,848	\$72,063
<b>Probation Asst.</b>	\$39,776	\$40,697	\$41,626	\$42,549	\$43,479	\$46,977	\$49,549	\$53,567	\$56,782
<b>Probation Officer P/T</b>	\$27,785	\$28,250	\$28,713	\$29,174	\$29,637	\$31,593	\$33,086	\$34,423	\$37,638
<b>Probation Officer Trainee</b>	\$49,086								

PEF – PROBATION 2025 – Effective January 1, 2025

<u>Titles</u>	<u>Step 0</u>	<u>Step 5 Yr</u>	<u>Step 10 Yr</u>
<b>Probation Supervisor</b>	\$79,869	\$82,626	\$86,762
<b>Sr. Probation Officer</b>	\$72,237	\$74,794	\$78,932

<u>Titles</u>	<u>Step 0</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 10 Yr</u>	<u>Step 15 Yr</u>	<u>Step 20 Yr</u>
<b>Probation Officer</b>	\$57,239	\$58,190	\$59,147	\$60,101	\$61,053	\$65,081	\$68,155	\$70,913	\$74,225
<b>Probation Asst.</b>	\$40,969	\$41,918	\$42,874	\$43,826	\$44,783	\$48,387	\$51,036	\$55,174	\$58,485
<b>Probation Officer P/T</b>	\$28,618	\$29,097	\$29,574	\$30,049	\$30,526	\$32,541	\$34,079	\$35,456	\$38,767
<b>Probation Officer Trainee</b>	\$50,559								

PEF – PROBATION 2026 – Effective January 1, 2026

<u>Titles</u>	<u>Step 0</u>	<u>Step 5 Yr</u>	<u>Step 10 Yr</u>
Probation Supervisor	\$82,265	\$85,105	\$89,365
Sr. Probation Officer	\$74,404	\$77,038	\$81,300

<u>Titles</u>	<u>Step 0</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 10 Yr</u>	<u>Step 15 Yr</u>	<u>Step 20 Yr</u>
Probation Officer	\$58,956	\$59,936	\$60,922	\$61,904	\$62,885	\$67,033	\$70,200	\$73,041	\$76,451
Probation Asst.	\$42,198	\$43,175	\$44,161	\$45,141	\$46,126	\$49,838	\$52,567	\$56,829	\$60,239
Probation Officer P/T	\$29,477	\$29,970	\$30,461	\$30,950	\$31,441	\$33,517	\$35,101	\$36,520	\$39,930
Probation Officer Trainee	\$52,076								

PEF – PROBATION 2027 – Effective January 1, 2027

<u>Titles</u>	<u>Step 0</u>	<u>Step 5 Yr</u>	<u>Step 10 Yr</u>
<b>Probation Supervisor</b>	\$84,733	\$87,658	\$92,046
<b>Sr. Probation Officer</b>	\$76,636	\$79,349	\$83,739

<u>Titles</u>	<u>Step 0</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 10 Yr</u>	<u>Step 15 Yr</u>	<u>Step 20 Yr</u>
<b>Probation Officer</b>	\$60,725	\$61,734	\$62,749	\$63,761	\$64,772	\$69,044	\$72,306	\$75,232	\$78,745
<b>Probation Asst.</b>	\$43,464	\$44,470	\$45,486	\$46,495	\$47,510	\$51,333	\$54,144	\$58,534	\$62,047
<b>Probation Officer P/T</b>	\$30,361	\$30,869	\$31,375	\$31,879	\$32,385	\$34,523	\$36,154	\$37,615	\$41,128
<b>Probation Officer Trainee</b>	\$53,638								

**APPENDIX B**

**PEF – Albany County Probation Employee Evaluation Form**

**ALBANY COUNTY PROBATION DEPARTMENT**

**EMPLOYEE EVALUATION FORM**

NAME:

PERIOD COVERED:

TITLE:

UNIT(S)/ASSIGNMENT(S):

SUPERVISOR:

FILL IN THE RATING THAT BEST DESCRIBES THE WORKER'S PERFORMANCE FOR EACH JOB TASK

---

**RATING SCALE:**

**EXCEEDS EXPECTATIONS** – consistently working above standard performance (3)

**MEETS EXPECTATIONS** – meets requirement of standard performance on a regular basis (2)

**DOES NOT MEET EXPECTATIONS** – performance is below standards with regards to the expectations of the position; steps must be taken to improve performance (1)

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**SECTION I – GENERAL**

**ATTENDANCE:**

- The employee is on time in reporting to work and for appointments in and out of the office. \_\_\_\_\_
- The employee signs out appropriately and/or notifies the supervisor when leaving his/her work area. \_\_\_\_\_
- The employee appropriately plans for coverage for his/her workload in arranging scheduled time away from the office for leave, training, or other absences. \_\_\_\_\_

**PROFESSIONALISM:**

- The employee is professional and respectful in his/her approach towards probationers, their families and outside agencies. \_\_\_\_\_
- Demeanor, dress and language are appropriate. \_\_\_\_\_
- The employee maintains a constructive relationship with other community/ criminal justice agencies. \_\_\_\_\_
- The employee demonstrates an understanding of and abides by the Departmental policies and procedures. \_\_\_\_\_
- The employee demonstrates an understanding of and works within the chain of command of the Department. \_\_\_\_\_
- The employee completes the annual training requirement, as established and offered by the Department. \_\_\_\_\_
- The employee maintains a professional relationship with all staff and colleagues. \_\_\_\_\_
- The employee maintains an open and cooperative attitude with supervisor guidance and follows through with all recommended actions and steps given by a supervisor or senior staff. \_\_\_\_\_

**JOB KNOWLEDGE:**

- Demonstrates knowledge of required job duties, specific to unit assignment. \_\_\_\_\_
- Demonstrates general knowledge and understanding of the mission and goals of the Department and its various units and functions. \_\_\_\_\_

**ORGANIZATION OF WORK:**

- Case folders contain all necessary documentation. \_\_\_\_\_
- All documents and notes are dated and initialed as needed. \_\_\_\_\_
- Case records are properly filed and accessible in accordance with policy. \_\_\_\_\_
- The employee maintains the confidentiality of his/her files. \_\_\_\_\_
- The employee reviews and conferences cases before appearing in Court as required and the employee follows up on Court directives and orders. \_\_\_\_\_
- The employee plans and effectively manages his/her time and work. \_\_\_\_\_
- Electronic documentation is thoroughly, accurately and timely entered into Caseload Explorer, YASI, or COMPAS. \_\_\_\_\_

**SECTION II – SPECIFIC**

The appropriate section(s) should be filled in for job assignments during the evaluation period:  
(Senior Probation Officer fill in specific job function and Senior Probation Officer section)

**PROBATION OFFICER – INVESTIGATIONS:**

- Is knowledgeable about the Court process, penal code offenses, Probation conditions and appropriately provides the probationer with this information to assist in their understanding of sentencing and the system. \_\_\_\_\_
- Reviews the file, interviews the probationer and/or collateral parties and obtains verifications and other information as needed to complete a report on time. \_\_\_\_\_
- Prepares a thorough report based on OPCA standards and Department policy. \_\_\_\_\_
- Consistently submits a report and risk assessment for review by the supervisor by specified deadlines. \_\_\_\_\_
- Presents an evaluation that flows logically from the contents of the report and a recommendation that is both legal and logical based upon the information gathered for the report. \_\_\_\_\_

**PROBATION OFFICER – SUPERVISION:**

- Initiates and maintains contact with the probationer and makes home contacts and collateral contacts as required by OPCA standards, as needed for monitoring of conditions and according to case level assignment. \_\_\_\_\_
- Develops an appropriate case plan within the OPCA guidelines and Department policy and refers probationers to appropriate resources based upon the identified needs. \_\_\_\_\_
- Supervises probationers according to the identified risk level and Department guidelines for specialized cases and utilizes the supervisor appropriately for approval for supervision differing from the recommended level. \_\_\_\_\_
- Periodic case reviews and plans reflect appropriate goals and objectives that address changes in case circumstances and are submitted in a timely manner. \_\_\_\_\_
- Violations, court notifications reports, early terminations, relicensing, case closures and other significant actions are timely and appropriate. \_\_\_\_\_
- Considers graduated sanctions, alternatives to incarceration and early discharges in case decision making. \_\_\_\_\_

**PROBATION OFFICER – JUVENILE INTAKE:**

- Meets with potential petitioners and respondents, fully explains the preliminary procedures and appropriately assesses potential respondents and their families for needs. \_\_\_\_\_
- Is knowledgeable about community resources, refers potential respondents and probationers to appropriate agencies and maintains appropriate contact and involvement with the outside agencies. \_\_\_\_\_
- Prepares case plans for the diversion process with clients with specified goals and objectives within timeframes specified by OPCA standards and Department policy. \_\_\_\_\_
- Periodic case reviews and plans reflect appropriate goals and objectives that address changes in case circumstances and are submitted in a timely manner \_\_\_\_\_
- Maintains contact with client/family and makes collateral contacts as required by case level and Department guidelines. \_\_\_\_\_
- Victim contact, police notification, county attorney referrals, case closures and other significant actions are timely and appropriate. \_\_\_\_\_

**PROBATION ASSISTANT:**

- Confers with potential petitioners, potential respondents, detainees, probationers and other appropriate/required persons gathering information appropriate for decision making, and provides such to the Courts and Probation staff. \_\_\_\_\_
- Screens cases in accordance with OPCA standards and Department policy and recommends a suitable course of action for each case. \_\_\_\_\_
- Explains to probationers and family members Probation conditions, the Family Court and Criminal Court system and related community resources. \_\_\_\_\_
- Explains transfer of probation procedures and effects transfer of cases. \_\_\_\_\_
- Assists professional personnel in various tasks in a timely and reliable manner. \_\_\_\_\_

**SENIOR PROBATION OFFICER:**

- Assists the supervisor in the running of the unit, both while the supervisor is working and on leave. \_\_\_\_\_
- Is knowledgeable about Department programs, goals, procedures and guidelines and imparts information to other staff in the unit. \_\_\_\_\_
- Is supportive of, and assists in, the training of new staff to the unit. \_\_\_\_\_
- Effectively manages more difficult and complex cases as assigned by the supervisor. \_\_\_\_\_
- Represents the Department in various capacities in special programs. \_\_\_\_\_

**PROBATION SUPERVISOR:**

- Monitors the attendance, professionalism, job knowledge and organization of work of unit members and effectively manages and addresses concerns and issues. \_\_\_\_\_
- Educates new staff regarding the Criminal and Family Court systems, OPCA standards, Department policy and procedures, laws applicable to probation, and provides new and existing staff with ongoing instruction and training to ensure-all staff are current regarding law, policy, and procedure. \_\_\_\_\_
- Monitors individual staff job performance on compliance with OPCA standards, Department policy and procedures pertaining to case management. \_\_\_\_\_
- Communicates information about the unit and its needs to Administration. \_\_\_\_\_
- Acts as a liaison between Administration and unit members. \_\_\_\_\_
- Conducts periodic case audits and unit meetings, and schedules monthly case \_\_\_\_\_

conferences.

- Is available to staff for assistance, is supportive, encourages appropriate ways to deal with problems and promotes a positive work environment. \_\_\_\_\_
- Sets a professional tone, acting as a role model and leader. \_\_\_\_\_
- Cultivates a positive working environment with agencies, courts, probationers, and acts as a liaison between staff and others, and as a representative of the Department. \_\_\_\_\_
- Maintains a cooperative attitude with administration and with other unit supervisors to ensure efficient and positive intradepartmental relationships. \_\_\_\_\_

OVERALL RATING: \_\_\_\_\_

Exceeds Expectations

Meets Expectations

Does Not Meet Expectations

(As defined above)

An employee earning an overall rating of “Exceeds Expectations” or “Meets Expectations” shall receive four hours of time added to their vacation accruals.

Upon an employee’s request, any Performance Evaluation shall be removed from his/her Personal History File after twenty-four (24) months from date the written evaluation was signed by both parties.

**SECTION III**

What are the strengths of this employee? Are there areas or tasks on which the employee should concentrate in order to improve? Suggestions by the supervisor to assist the employee in improving the employee’s overall skills during the next evaluation period. (attach extra sheet if needed)

**SECTION IV**

In accordance with Article 37, the evaluation period shall begin in 2018, upon the anniversary date of the employee. This form shall be completed annually within sixty (60) days of the anniversary date of the employee. In the event the evaluation is not completed and provided to the employee within sixty (60) days of the anniversary date following the evaluation period, the employee shall be entitled to the four hours of time added to their vacation accruals.

**SECTION V – APPEALS PROCESS**

An employee may appeal an overall rating of “Does Not Meet Expectations” -to the Director of Probation or the Director’s administrative designee. This appeal shall be filed by the employee within ten (10) working days of the receipt of the evaluation at the review meeting with the supervisor or receipt of the final evaluation, whichever is later. The employee shall be time barred from filing an appeal if he/she has not filed the appeal within the timeframe stated in this Section.

The Director or Director’s administrative designee shall provide a written response to the appeal within ten (10) working days of receipt of the employee’s appeal. Should the employee wish to appeal the determination of the Director of Probation, the employee shall appeal to the Albany County Commissioner of Human Resources within thirty (30) calendar days of the Director of Probation’s response to the employee’s appeal. Such appeal should be sent to: Commissioner of Human Resources, Albany County, 112 State Street, Suite 1100, Albany, NY 12207

**SECTION VI**

**TO BE COMPLETED BY EVALUATOR WITHIN 60 DAYS OF THE END OF THE EVALUATION PERIOD:**

I have evaluated the employee's performance and have discussed the evaluation with him/her.

\_\_\_\_\_

Evaluator's Signature

\_\_\_\_\_

Date

**TO BE COMPLETED BY EMPLOYEE:**

A copy of this evaluation has been reviewed by me and discussed between the evaluator and myself.

\_\_\_\_\_

I concur with this evaluation

\_\_\_\_\_

I do not concur with this evaluation and understand my right to include any comments I feel appropriate. My signature merely indicates that I have received the evaluation and does not necessarily indicate my agreement with its content.

EMPLOYEE'S COMMENTS: (attach extra sheet if needed)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Employee's Signature

\_\_\_\_\_

Date

**TO BE COMPLETED BY THE DEPARTMENT HEAD OR HIS/HER DESIGNEE:**

I have reviewed this evaluation and the Employee's comments.

\_\_\_\_\_

Department Head Signature

\_\_\_\_\_

Date

\*\*\*\*Any appeal must be in compliance with Section V above\*\*\*\*

