AGREEMENT

Between

THE COUNTY OF ALLEGANY

And

A. F. S. C. M. E.
NEW YORK COUNCIL 66 - LOCAL
2574 (GENERAL UNIT)

January 1, 2022 - December 31, 2026

Amended January 1, 2024

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PREAMBLE

This Agreement entered into by the County of Allegany, New York hereinafter referred to as the Employer, and New York Council 66 and Local 2574, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 RECOGNITION

The Allegany County Legislature recognizes the New York Council 66 and its affiliated Local 2574 American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, as the sole and exclusive bargaining agent for the purpose of bargaining for terms and conditions of employment, for all full-time employees of Allegany County, except all elected officials, department heads, supervisors, deputies, foremen, Sheriff Department employees other than dispatchers, health department nurses, part-time employees, temporary, managerial, confidential and seasonal employees. The Allegany County Legislature hereby grants the Union unchallenged representation for the periods as described in the Public Employment Act.

ARTICLE 2 UNION SECURITY

Section 1. Dues and Insurance Checkoff.

(a) The Employer agrees to deduct union dues and insurance premiums in accordance with lists furnished by the Union and accompanied by authorization cards. Such dues and insurance premiums will be deducted on a basis of twelve (12) equal amounts from one paycheck each month in the calendar year; beginning with the first pay period after such notice is received.

(b) The total of all payroll period deductions shall be remitted each month through the financial officer designated by the Union. This remittance shall be made ten
(10) days after the pay date.

(c) Dues and insurance premium authorization cards for checkoff will remain in force until an employee leaves the employ of the County, or until the employee submits, in writing, a request to have payroll deductions stopped.

(d) Any change in the amount of Union Dues to be deducted must be certified by the Union, in writing, and be forwarded to the Employer.

(e) Payroll deduction of Union Dues under the properly executed authorization for payroll deduction of Union Dues forms shall be deducted by the next full pay period if possible and each pay period thereafter from the pay of the employee.

(f) The aggregate total of all such deductions shall be remitted each month to the designated financial officer of the Union together with a list from whom dues have been deducted on or before the tenth (10th) of every such month.

(g) Revocation of authorization cards shall be subject to conditions contained thereon.

Section 2. Agency Shop.

It is understood that each employee who is a member of the bargaining unit as herein above defined, but who is not a member of the Union, may contribute to said Union if he or she agrees to do so in writing. If such employee elects to contribute, the County agrees to deduct the agreed to amount from the wages of such non-member and to remit the same to the Union.

Section 3. Bulletin Boards.

The Employer agrees to allow the Union use of designated bulletin boards for the purpose of posting Union notices and news; provided the bulletin board is kept orderly and timely.

Section 4. Access to Premises.

The Employer agrees to permit representatives of the International Union, Union Council and the Local Union to enter premises of the Employer during working hours to conduct Union business, provided such activity does not interfere with the performance of the duties assigned to the employees. The representative shall notify the department head before entering County premises.

Section 5. Notification of New Employees.

The employer agrees to submit to the Union each month a list of new employees hired, their job classification, and whether their employment is on a permanent, provisional, seasonal, or temporary basis.

Section 6. Union President.

The Union President or his/her designee (selected from the members of the Union Executive Board or the Chief Steward) shall be granted time off without loss of time or pay to conduct Union business, if it is authorized by the President's (or his or her designee's) department head. Such authorization may not be unreasonably withheld. The Union President or designee must provide reasonable notice of any such activities.

Section 7. Negotiations.

The Union Negotiating Committee shall not exceed five (5) people. The Union Negotiating Committee shall suffer no loss of time or pay.

Section 8. Executive Board Members.

Executive Board members may attend, without loss of pay, all membership meetings which are scheduled during regular work hours to assist them in fulfilling their obligations to members, but not to exceed one (1) meeting per month, if held during the evening hours.

ARTICLE 3 HOURS OF WORK

Section 1. Regular Hours.

The regular hours of work each day shall be consecutive. References to consecutive hours of work in the balance of this Article shall be construed to exclude lunch periods.

Core work hours shall be from 8:30 a.m. to 4:00 p.m. with one half-hour lunch period included for all employees unless otherwise agreed upon, not inconsistent with law or resolution of the Board of Legislators. Departments may have office hours that exceed the core hours.

Section 2. Time and Attendance.

Employees will utilize the County's time and attendance system. The County may rely on the time and attendance system to support other existing evidence of misconduct or job performance. However, to the extent the County, during the term of this Agreement, wishes to rely solely upon the new system for disciplinary purposes, the Union and the County will bargain the same.

Section 3. Work Week.

The work week shall consist of five (5) consecutive days, Monday through Friday inclusive, except Mental Health Department. Employees who fill vacancies in the Division of Solid Waste shall work a Tuesday through Saturday schedule.

Section 4. Work Day.

Eight (8) or seven (7) consecutive hours of work within the twenty-four (24) hour period shall constitute the regular workday, except (1) where employees are presently working a different schedule as of the ratification of this Agreement; and/or (2) where the Union and County have agreed upon a different work day for a particular employee or set of employees.

Section 5. Work Shift.

All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time except as may be otherwise stated elsewhere within this Agreement.

Section 6. Work Schedule.

Work schedules may be changed upon 10 working days' notice to affected employees. Due to the nature of the work performed by some employees, including but not limited to WIC and cancer services employees, a flexible work schedule may be needed. These employees may have their regular hours flexed when needed. They will earn overtime or compensatory time only when they have worked more than their normal scheduled hours during a day or during a work week. Prior to work schedule changes, the County will discuss the change with the Union. It is further understood that this section will not apply to summer hours.

Section 7. Rest Periods.

Employees work schedules shall provide for fifteen (15) minute rest period during each one-half shift. The rest period shall be scheduled at the discretion of the Department Head as near as possible to the middle of each one-half shift.

Section 8. Work Report.

(a) In the event of a natural disaster or severe weather conditions which force the closing of County Departments by the Chairman of the Board of Legislators or one of his delegates, an employee's failure to report to work will be excused and the employee shall suffer no loss of time or pay.

(b) If during an employee's regular hours of work, it is found that because of a natural disaster or weather conditions it is necessary to be sent home prior to the end of their regularly scheduled shift, such employees shall suffer no loss of time or pay.

(c) If County Departments are not officially closed and an employee

cannot come to work because of severe weather conditions, they may charge the time off to compensatory time, accumulated personal or vacation Leave.

Section 9. Solid Waste Transfer Station Employees.

Hours of work for the Solid Waste Transfer Station employees shall be as noted in Appendix D of this Agreement.

Section 10. Travel.

Any employee who is required to travel prior to or after the normal work hours of his or her work day to a location other than the employee's work site may claim compensatory time at time and one half (1 ½) for the actual time spent in travel minus time spent for meals.

Any employee who must travel on Saturday or Sunday, and for whom those days are not their regularly scheduled workdays, for the purpose of attending a conference or school, the attendance at which is required by the employee's immediate supervisor or department head, may claim compensatory time at time and one half (1 ½) for the actual time spent in travel from the employee's home to the location of the conference or school and return, minus time spent for meals.

ARTICLE 4 REPORTING TIME

Section 1. Show-up Time.

(a) Any employee who is scheduled to report for work and who presents himself for work as scheduled shall be assigned work on the job for which he was scheduled to report.

(b) If work on the job is not available, and the employee is excused from duty, he shall be paid at his regular rate for four (4) hours work. If the employee works any part of the four (4) hours, then he shall be paid for the entire day.

Section 2. Call Time.

(a) Any employee called for emergency duty in addition or outside of his regular scheduled shift shall be paid for a minimum of four (4) hours at the rate of time and one- half (1-1/2).

(b) Under no circumstances shall an employee be sent home during his regular scheduled shift for the purpose of recalling such employee to work on another work shift which either begins at the end of the employee's regular work shift or any time thereafter.

Section 3. Premium Rates of Pay.

(a) Time and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid for all work in excess of 7 hours of work in a day, 35 hours in a week (for 40-hour employees, 8 hours a day or 40 hours a week), and days outside assigned work week. The employee shall have the option of requesting pay or compensatory time. Requests for such leave shall be made by the employee at least forty-eight (48) hours in advance. The employee's request for time off shall not be unreasonably refused. Overtime shall be preapproved. No double-time shall be available for any circumstance (including, but not limited to, holiday work) to any employee. No weekend premium pay shall be available to employees who are regularly scheduled to work on weekends. Compensatory time may be taken in no less than one-half hour increments.

If it is necessary to limit the number of employees on compensatory leave, it shall be done on the basis of seniority. Unless required or requested by the employer, employees shall not be compensated at premium rate of pay for any work performed on a day when the employee was on leave of any kind. Should an employee who is on leave be required or requested by the employer to work, he shall be compensated at a rate of time and one-half (1-1/2) for overtime work Monday through Sundays and holidays.

(b) The overtime rate specified above for days outside an assigned work week shall not be paid to employees for whom these days fall regularly within the first days of their work week. These employees shall be paid time and one-half (1-1/2) for all work performed on the sixth (6th) day of their work week and on the seventh (7th) day in their work week.

(c) Any employee required to work four (4) hours of overtime following his regular full day shall be granted one-half (1/2) hour off with pay for the purpose of eating. A similar one-half (1/2) hour with pay shall be granted for each subsequent four (4) hour period of overtime to be followed by additional overtime.

(d) Employee compensatory time earned in any calendar year and unspent at the end of that calendar year shall be paid at the appropriate rate and not carried over into the following calendar year.

(e) All premium pay rates will still apply to Emergency Services Dispatchers until January 1, 2023 or until negotiated terms are reached prior to that date.

Section 4. Distribution.

(a) Overtime work shall be distributed equally to qualified employees

working within the same job classification and within a department or unit subdivision. The distribution of overtime shall be equalized over each three (3) month period beginning on the first (1st) day of the calendar month following the effective date of this Agreement. Upon exhaustion of the list of employees within a particular department, overtime may

then be offered to qualified employees on the same basis in other departments. For purposes of distribution of overtime, overtime hours worked and refused will be used in determining an employee's total overtime hours.

(b) On each occasion, the opportunity to work overtime shall be offered to the employee within the job classification who has the least number of overtime hours to his credit at that time. If this employee does not accept the assignment, the employee with the fewest number of overtime hours to his credit will be offered the assignment. This procedure shall be followed until-the required employees have been selected for the overtime work.

(c) A record of the overtime hours worked by each employee shall be posted on the department bulletin board monthly

Section 5. Work at Employee's Option.

Overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime. In the event that all available employees in the job classification refuse the overtime or that a sufficient number do not volunteer the work shall be assigned to the least senior employees.

Section 6. Overtime Pay.

All overtime worked shall be paid for promptly, no later than the next regular payroll
check.

Section 7. Approved Flex Time

In the event an employee uses any form of paid time off during the course of his or her regularly scheduled daily hours, he/she may elect to make up the time, in whole or in part, by working prior to or at the end of his/her regular shift that same day, subject to his/her supervisor's approval, which may be withheld in the supervisor's discretion. The time the employee spends working following the end of his or her regularly scheduled shift will not entitle him or her to overtime pay (unless it exceeds the paid time off used during his/her shift) but will enable the employee to retain the paid time off he/she would have otherwise used. Further, in the event that previous arrangements had been made for the employee to work following his/her regularly scheduled shift, such time worked will not earn the employee overtime to the extent that the employee used paid time off during his/her regularly scheduled shift. In these circumstances, the time the employee spends working following the end of his or her regularly scheduled shift will not entitle him or her to overtime pay (unless it exceeds the paid time off used during his/her shift) but will enable the employee to retain the paid time off he/she would have

otherwise used.

ARTICLE 5 SENIORITY

Section 1. Definition.

Definitions:

(a) **Date of Hire** - Employee's length of continuous service with the employer since his/her last date of hire.
(b) **Seniority** - Employee's length of continuous service while a member in good standing of AFSCME Local 2574.

1. If an employee becomes ineligible for membership because of promotion, seniority is lost after one (1) year and one day.
2. If an employee becomes eligible again any time after one (1) year and one (1) day, seniority begins accumulating after re-enrollment in membership with AFSCME Local 2574. This seniority date would not coincide with the date of hire.

Section 2. Probation Period.

(a) All new employees hired shall be considered as probationary employees for the first fifty-two (52) weeks of their employment, except that the employee's Department Head may, in his or her discretion, shorten the probationary period to something less than
52 weeks, but no less than 8 weeks upon written notice to the Human Resources Department. When an employee completes his probationary period, he shall be entered on the seniority list retroactive to his date of hire. There shall be no seniority among probationary employees; however, probationary employees shall receive all benefits afforded to all regular employees.

(b) The Union shall represent all probationary employees for the purpose of collective bargaining in respect to wages/salaries, hours, and other conditions as set forth under Article I of this Agreement.

Section 3. Seniority Lists.

The employer shall send thirty-five (35) legible copies of the seniority list showing the continuous service of each employee to the Union on or before January 15th and July 15th of each year, but the Union shall make appropriate postings. The seniority list will show the names, job titles, date of hire and seniority date of all employees in the unit entitled to seniority.

Section 4. Breaks in Continuous Service.

An employees' continuous service record shall be broken by voluntary resignation, discharge for just cause, retirement, and failure to report to work within 15 days from the date of making recall notice. However, if an employee returns to work in any capacity within one (1) year, the break in continuous service shall not affect his or her union seniority. Otherwise, the employee shall be treated as a new employee for all other purposes, including, without limitation, accruals, longevity, and health insurance.

Section 5. Temporary Employees.

Temporary employees shall be hired only to supplement the regular work force in seasonal peak periods or emergencies. No temporary employee shall fill any established vacant position, nor shall they be hired on a temporary basis to fill higher than entrance level positions, except when permanent employees in such entrance level positions are not available to fill such positions on a temporary re-assignment.

Any employee who is hired on a temporary basis with the expectation that such employment will be for a minimum of twenty (20) hours per week and who is subsequently transferred to permanent status shall be credited with seniority for the purpose of all benefits of this Agreement from his original date of hire as a temporary employee, or date of execution of this agreement, whichever is less. Temporary employees who are so employed for a period of ninety (90) work days within a twelve-month period shall be considered as permanent employees, except where employed within an encumbered position.

Temporary employees shall receive the same comparable hourly rate of pay as probationary employees within the same classification.

ARTICLE 6 WORK FORCE CHANGES

Section 1. Promotion & Filling of Vacancies (Non-Competitive and Labor Classification).

(a) The term promotion means the advancement of an employee to a higher position or the reassignment of any employee to a higher paying position. Upon promotion, an employee shall receive the salary equal to the step that is at least one-half (1/2) increment of the new salary grade above his present salary.

(b) Whenever an opportunity for promotion occurs or a job opening occurs in other than a temporary situation in any existing job classification, or as the result of the development or establishment of a new job classification, a notice of such openings shall be posted on all bulletin boards, stating the job

classification, rate of pay and the nature of the job requirements in order to qualify. The Union President shall be given a copy of

all postings when they occur. Such posting shall be for a period of not less than five (5) work days.

(c) During this period, employees who wish to apply for the open position, including employees on layoff, may do so. The application shall be in writing, and it shall be submitted to the employee's immediate supervisor.

(d) The Employer shall fill such job openings or vacancies, from among those employees who have applied, who meet the standards of the job requirements (which may include the employee's work record), except that if there is more than one (1) employee who is qualified for the job, the County shall fill the position by considering the skill, performance, and ability of the candidates and, in the event two or more candidates are equally qualified based on these factors, the position shall be awarded to the candidate with the greatest seniority.

(e) A notice listing those employees who have applied for the position and the employee or employees selected for the position shall be posted by the Employer on all bulletin boards within five (5) work days of the selection by the Employer and be posted for a period of at least ten (10) work days.

(f) Any employee selected in accordance with the procedure set forth above may undergo a probationary period not to exceed ninety (90) days. If it is found that such employee does not meet the requirements or responsibilities of the position to which he has been selected during the trial period, then such employee shall be restored to his former position. The Union and the employee shall be notified in writing by the employer of any situation which would affect an employee's status during probationary (trial) period at least fourteen (14) calendar days prior to the end of such probationary period. If the employer determines that the employee does not meet the requirements or responsibilities of the position the employee maintains the right to challenge such a determination through the grievance procedure.

(g) The Union shall be notified by the Employer in writing immediately upon any job vacancies occurring by reason of resignation, retirement, or "just cause" discharge.

(h) Any employee who bids for or transfers to an identically titled position must remain in that position for a period of one calendar year before being allowed to re-bid or re-transfer laterally to an identically titled position.

Section 2. Promotion and Filling of Vacancies (Competitive Classification).

(a) All permanent and temporary job openings which last more than

thirty (30) working days will be posted.

(b) It is understood and agreed that whenever examinations are requested of the Civil Service Commission or Department of Civil Service of Allegany County for the

purpose of establishing a Civil Service Eligibility List of persons to be considered for filling positions coming under the scope of the New York State Civil Service Law and covered by this Agreement, the Employer shall request that both a Promotional List and an Open Competitive List of Eligibility be established, the Promotion List being restricted solely to employees already in the employ of the Employer.

(c) Whenever a job opening occurs in competitive civil service job classifications, the normal procedure for the selection of candidates from an appropriate civil service eligibility list shall apply, except:

(1) that candidates on the established promotional list shall be given preference over persons appearing on the open competitive list, but only if there are two (2) or more employees on the list who are willing to accept the position and who bid on the job and replied to the Civil Service canvas.

(2) a departmental employee who bids the position and meets the civil service requirements shall be given preference. If appointment is to a higher graded position, it shall be treated as a promotion,

(3) an employee appointed to a higher graded position in another department shall be treated as a promotion. Selection of appointment in this instance rests solely with the appointing authority.

(d) Employees promoted within competitive classifications will undergo a probationary term of four (4) to twelve (12) weeks.

(e) The Union and the employee shall be notified in writing by the employer of any situation which would affect an employee's status during their probationary period at least fourteen (14) calendar days prior to the end of such probationary period. If the employer determines that the employee does not meet the requirements or responsibilities of the position the employee maintains the right to challenge such a determination through the grievance procedure.

Section 3. Temporary Job Openings.

(a) Temporary Job Openings are defined as job vacancies that may periodically develop in any job classification because of illness, vacation, or leave of absence or for any other reason. Job openings that recur on a regular basis shall be considered temporary job openings.

(b) Temporary job openings in higher classifications shall be filled by Employer assignment or re-assignment, and the assignment or re-assignment shall be made in terms of a promotion based-upon seniority and qualification before a new employee or temporary employee is hired. When it is necessary for higher classification employees to work in lower classification and no one volunteers for such assignment, then the least

senior employee in the classification nearest the lower classification or work to be performed shall be selected and so on up until the necessary employees required has been achieved.

(c) Employees assigned to temporary job openings shall be paid the wage rate established for the job or their own wage rate, whichever is higher no later than the next regular payroll check.

(d) Employees will not be paid the higher rate of pay within a higher classification when they perform out-of-title work for less than two (2) consecutive hours in a work day. Out of title work shall be offered first to qualified unit employees on the basis of seniority.

Section 4. Demotions.

(a) The term demotion, as used in this provision, means the re-assignment, not requested by the employee, of an employee from a position in one job classification or in another job classification.

(b) Demotions shall be made only to avoid laying off or dismissing employees.

(c) An employee who is relegated back to his previous job from a higher classification to which he was provisionally appointed because of his inability to prove to the Employer that he was able to fulfill the standards of the job, or pass a Civil Service examination required for permanent appointment to that job, or who voluntarily relinquished such job, shall not be considered as demoted.

Section 5. Layoff.

(a) In the event the Employer plans to lay off employees for any reason, the Employer shall meet with the Union to review such anticipated layoff.

(b) When such action takes place it shall be accomplished by laying off temporary and probationary employees first. Should it be necessary to further reduce the work force, then regular employees shall be laid off in the inverse order of seniority within the affected department.

(c) The Employer shall forward a list of those employees being laid off to the local Union Secretary on the same date that the notices are issued to the employees.

(d) Employees to be laid off shall have at least five (5) work days' notice, ten (10) days if possible.

(e) When a permanent employee in the competitive class is to be laid off, Section 80 and other pertinent sections of the Civil Service Law will be invoked and will govern the layoff procedure of such employee.

(f) When an employee is laid off due to reduction in the work force, he shall be permitted to exercise his seniority right to bump or replace an employee with less seniority, but only within his/her department. Such employee may, if he so desires, bump an employee in an equal or lower job classification within his/her department, provided the bumping employee has greater seniority than the employee whom he bumps and meets the qualifications for the position into which he is bumping.

Section 6. Recall.

(a) When the work force is increased after layoff, employees will be recalled according to seniority. Notice of recall shall be sent to the employee at his last known address by Registered mail, Return Receipt Requested. A copy of the recall notice(s) shall be sent concurrently to the Union. If any employee fails to report for work within fifteen (15) days from the date of mailing of notice of recall, he shall be considered a quit. Recall rights for an employee shall expire a period of four (4) years from the date of layoff. Written notice of expiration of recall rights shall be sent concurrently to the Union and to the employee at his last known address by Registered mail, Return Receipt Requested.

(b) No new employees shall be hired until all employees on layoff status desiring to return to work have been recalled.

Section 7. Shift Preference.

Shift preference will be granted where applicable on the basis of seniority within the same classification where a vacancy exists.

ARTICLE 7 HOLIDAYS

Section 1. Holidays Recognized and Observed.

(a) The following days shall be recognized and observed as paid holidays:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Juneteenth Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day

(b) The County has the option of allowing Christmas Eve to be treated as an observed holiday so long as Christmas and Christmas Eve both fall during the normal work week of Monday through Friday. For years where either Christmas or Christmas Eve falls on a weekend, Christmas Eve will not be observed as a holiday.

(c) Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

Section 2. Eligibility Requirements.

Employees shall be eligible for Holiday Pay under the following conditions:

1. The employee would have been scheduled to work on such day if it had not been observed as a holiday unless the employee is on a day off, vacation, or sick leave and,

2. The employee worked his last scheduled work day prior to the holiday unless he is excused by the Employer.

Section 3. Holiday Pay.

(a) Eligible employees who perform no work on a holiday shall be paid one (1) day's pay for each of the holidays listed on which they perform no work.

(b) Eligible employees whose work day differs from the standard eight (8) or seven (7) hours, shall be paid the current daily rate of pay, except where otherwise agreed to by the Union and the County.

Section 4. Holiday Work.

If an employee works on any of the holidays listed, he/she shall be paid, in addition to this holiday pay, time and one-half (1-1/2) for all hours worked during his/her regularly scheduled hours and double (2) time for all hours worked in excess of his/her regularly scheduled shift.

Section 5. Holiday Hours for Overtime Purpose.

For the purpose of computing overtime, all unworked holiday hours for which an employee is compensated shall be regarded as hours worked.

ARTICLE 8 VACATIONS

Section 1. Choice of Vacation Period.

(a) Except in case of an emergency, an employee shall give at least a forty-eight (48) hour advance notice of a vacation request for less than two (2) weeks in length and at least a one (1) week advance notice of a vacation request for two (2) weeks or more. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his choice of vacation period in the event of any conflict over vacation period.

(b) An employee shall be entitled to accumulate up to a maximum of forty-five (45) days' vacation at any time except that if an employee has postponed his vacation at the request of the Employer, or upon resolution of the Legislature, this section will be waived.

(c) In the event of the death of an employee while in the service of the County, payment of 100% of the employee's accumulated vacation time shall be paid to the employee's estate.

Section 2. Holiday During Vacation Periods.

If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended one (1) additional day.

Section 3. Working During Vacation Period.

Any employee who is required to and does work during his scheduled vacation period shall be paid for all regular hours at the rate of time and one-half (1-1/2) their regular rate and for overtime hours at a rate of two and one-half (2-1/2) times his regular rate of pay. In addition, the employee's vacation with pay shall be rescheduled to any future period the employee may request.

Section 4. Vacation Rights in Case of Layoff or Separation.

(a) Any employee who is laid-off, discharged, retired, or separated from the service of the Employer for any reason, prior to taking his vacation, shall be compensated in cash for the unused vacation he has accumulated at the time of separation.

(b) In the case of the death of such an employee, such payment shall be made to his estate.

Section 5. Vacation Schedule.

All employees covered by this Agreement shall be entitled to the following consecutive vacation period upon completion of their probationary period:

Second month of hire to first anniversary: one day per month, up to 10 days.

First (1st) anniversary date to sixth (6th) anniversary date: ten (10) days, credited on each anniversary date.

Seventh (7th) anniversary date to eleventh (11th) anniversary date: seventeen (17) days, credited on each anniversary date.

Twelfth (12th) anniversary date to the nineteenth (19th) anniversary date: twenty- one (21) days, credited on each anniversary date.

Twentieth (20th) anniversary date forward: twenty-three (23) days, credited on each anniversary date.

Twenty-fifth (25th) anniversary date forward: twenty-five (25) days, credited on each anniversary date.

Vacation credits shall be used only in half-hour (1/2 hour) segments.

Section 6. Vacation Sell Back.

An employee may choose to sell back up to 10 vacation days. Such selection must be made in writing by the employee to the Human Resources Office no later than November 1. In the event that November 1 is not a day when the County is open for regular business, the selection shall be made by the close of business on the business day immediately prior to November 1. Payment will be made no later than the final paycheck of the calendar year.

ARTICLE 9 LEAVES OF ABSENCE

Section 1. Eligibility Requirements.

Employees may be eligible for leaves of absence after six (6) months service with the Employer. Employees who have exhausted all of their benefit time must apply to their immediate supervisor in writing for unpaid leaves of absence.

Section 2. Application for Leaves.

(a) Any request for a leave of absence shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

(b) Authorization for a leave of absence shall be furnished to the employee by his immediate supervisor, and it shall be in writing.

(c) Any request for a leave of absence shall be answered promptly.

(d) A request for a short leave of absence, not exceeding one (1) month, shall be answered within five (5) days. A request for a leave of absence exceeding one (1) month shall be answered within ten (10) days if possible.

(e) In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to the position they held at the time the leave of absence was requested. Employees on an unpaid leave of absence for more than 30 workdays (consecutively or non-consecutively) during the year beginning with their anniversary date will have their vacation accrual prorated as follows: Upon the first 30 workdays of unpaid leave, an employee's vacation accrual will be reduced by one day. Thereafter, the employee's vacation accrual will be reduced on a fully prorated basis, rounded to the nearest half-hour.

(f) If employee is denied requested leave in excess of five (5) days, the reason for such denial shall be given the employee in writing.

ARTICLE 10 PAID LEAVES

Section 1. Family Death.

(a) In the event of the death of any employee's spouse, children, stepchildren, mother, father, stepmother, stepfather, sister, brother, stepsister, stepbrother, domestic partner, or someone living in the employee's household for whom the employee is legal guardian or has legal custody. the employee shall be granted five (5) work days leave of absence with full pay to make household adjustments and attend funeral services. In the event of the death of an employee's grandparents, grandchildren, father-in-law, mother- in-law, brother-in-law, or sister-in-law, the employee shall be granted three (3) work day's leave of absence with full pay to make household adjustments and attend funeral services.

(b) If the death occurs prior to the employee's shift, that day will be counted. If the death occurs after the employee reports for work, that day shall not be counted as

one of the five (5)/three (3) days. Weekends are not to be considered as part of the five (5)/three (3) days.

(c) The employee shall be granted normal bereavement leave upon the occasion of the death of a member of the immediate family and this leave shall not deduct from vacation time if the death shall occur during a period of time when the employee is on vacation.

Section 2. Personal Leave.

Employees with less than ten (10) years of service shall be entitled to three (3) personal leave days. Employees with ten (10) years of service shall be entitled to four (4) personal leave days. Employees with twenty (20) years of service or more, shall be entitled to five (5) days of personal leave; after each year of service non-accumulative, to be used whenever needed. Arrangements for such leave shall be made by the employee at least forty-eight (48) hours in advance, except in case of emergency. Such leave shall be granted without loss of pay, and shall not be deducted from vacation accruals or any other leave benefits. Personal leave may be taken in half (1/2) hour segments. Any unused personal leave shall be added to the employee's accumulated sick leave at the end of each year. Accumulated Personal Leave shall not be payable at the time of termination of employment whatsoever the reason for such termination.

Section 3. Jury Duty.

(a) Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service.

(b) Any fee received shall be used to defray personal cost to employee such as parking, meals, etc.

(c) An employee who is discharged from jury duty prior to the middle of his or her assigned shift shall present himself or herself for work as soon as possible. An employee who is discharged from jury duty after the middle of his or her assigned shift shall be required to report the following work day.

Section 4. Civil Service Examinations.

Employees shall be allowed time off with pay to take open competitive and promotional examinations set up by the Civil Service System of Allegany County. The County will waive the Civil Service testing fee for all employees covered by this Agreement for promotional exams.

Section 5. Military Service Leave.

Any employee who is a member of a Reserve Force of the United States or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity, with no loss of time or pay, up to thirty (30) days maximum.

Section 6. Union Time.

The Union President will notify the County of regularly scheduled monthly meetings on an annual basis to request leave for Executive Board and Stewards to attend such meetings. These meetings are to be held at the County's offices. Any changes to the timing of any of these monthly meetings shall be communicated to the County as soon as possible.

Union leadership, which for these purposes includes the President, Vice President, Executive Board members, and the Chief Steward, will have a total of 25 hours annually that they may use, without loss of time or pay, for purposes of attending union-related trainings, functions, and any other events deemed necessary by the Union Executive Board. These 25 hours may be used by one appropriate union representative (as described above) or divided among them. Any use of this time must be approved by the County Administrator, who may not unreasonably withhold his or her approval. The County will also provide up to three paid days off for 1 union leader to attend the AFSCME International or AFSCME Council 66 annual conventions. The Union must provide reasonable notice of such activities.

ARTICLE 11 SICK LEAVE

Section 1. Allowance.

(a) Any employee contracting or incurring any non-service connected sickness or disability, is quarantined by the health authorities, or must make medical visits during working hours as a result of any illness or injury, will use sick leave with pay.

(b) Employees shall be eligible for sick leave after thirty (30) days of service with the Employer.

(c) Employees shall be allowed one (1) day of sick leave for each month of service. Sick leave shall be earned by an employee for any month in which the employee is compensated for twenty (20) or more hours of work.

(d) An employee may be required by the Employer to produce a doctor's certificate for either proof of sickness or fitness for duty under the following conditions:

1. After three (3) consecutive days of sickness or disability.
2. If a surgery has been performed.
3. Following any emergency treatment

(e) All time for which an employee is credited with sick leave shall be considered as time worked.

(f) Sick leave may be taken in half (1/2) hour segments.

(g) Employees will call in their absence to their direct supervisor prior to their scheduled work shift, except in the case of an emergency where prior notification is not possible. In that case, the employee shall be responsible for notifying their supervisor as soon as practical. If said supervisor is unavailable, the employee will notify the Department Head or other supervisor. Leaving a message on said supervisor's voice mail will satisfy employees' obligations as long as there is a follow-up call to or other similarly reliable communication with someone to ensure the message was received.

Section 2. Family Sick Leave.

Employees shall be allowed ten (10) days per year from their sick leave for family illness. A doctor's certificate may be required for illness of more than three (3) consecutive days or where the County determines there is reasonable cause to believe that the sick time has been used inappropriately.

Section 3. Accumulation.

Employees shall start to earn sick leave from their date of hire, and they shall accumulate sick leave as long as they are in the service of the Employer up to a maximum of one hundred sixty five (165) days. Any employee who retires from Allegany County service under the New York State Employees' Retirement System shall be compensated for fifty (50%) of their unused accumulated sick leave.

Beginning in 2002, the unpaid balance of a retiring employee's unused sick days shall be added to their service credit per Section 41-j of the NYS Retirement and Social Security Law.

An employee may choose to sell back up to ten (10) Sick days. Such selection must be made in writing by the employee to the Human Resources Office no later than November 1. In the event that November 1 is not a day when the County is open for regular business, the selection shall be made by the close of business on the business day immediately prior to November 1. Payment will be made no later than the final

paycheck of the calendar year.

In the event of the death of an employee while in the service of the County, payment of seventy-five (75%) of the employee's unused sick leave balance will be made to his/her estate.

Section 4. Absence Due To Injury and Workers' Compensation.

The mutual self-insurance plan presently provided shall be continued, or its equivalent.

Section 5. Challenge of Examination Report.

In the event the report of the employee's attending physician is challenged by the County Administration or if the Union challenges the report of the County doctor's examination, then the following procedure shall be followed.

(a) The employee may elect to be examined by a physician of his own choice, at his expense. A copy of this examination shall be furnished to the County.

(b) If the reports of the two examining physicians are in disagreement or conflict, the respective bargaining committee shall meet and endeavor to reconcile the difference.

(c) In the event mutual agreement cannot be reached to equitably and amicably dispose of the dispute, the controversy shall bypass the grievance procedure and instead, the affected employee shall be examined at the equally shared cost of the County and the employee, by an appropriate specialist for final determination in the matter which shall be binding on the parties and the two examining physicians shall select the third physician whose decision shall be final and binding on both parties, the employer and union and employees.

(d) In the event that the County physician, appointed for this purpose by the County, should find that the employee is able to perform light duties, the employee shall be given such employment until such time that the employee is able to perform his regular duties. Acceptance of other employment shall constitute a waiver of employee's other rights under this provision.

(e) The Employer will make every reasonable effort to place an employee who becomes partially disabled and who is found eligible for workers' compensation productive work within his/her position that he/she can adequately perform, but for no longer than three (3) months..

(f) A report of physical examination and any laboratory test made by physicians acting for the County will be given the personal physician of the individual upon written request of the employee.

(g) The employee and the Union shall be fully informed of any contemplated action on the County's part, as herein stated above on the Challenge of Examination Report.

Section 6. Extended Sick Leave.

The Employer by act or resolution may authorize payments for additional sick leave credits when an employee requests same because of extended illness.

ARTICLE 12 UNPAID LEAVES

Section 1. Reasonable Purpose.

Leave of absence without pay and not to exceed six (6) months may be granted for any reasonable purpose, and such leaves may be extended or renewed for any reasonable period. Reasonable purpose in each case shall be agreed upon by the Union and the Employer. Such leave is not subject to the grievance and arbitration process.

Section 2. Union Business.

(a) Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer shall at the written request of the Union, be granted a leave of absence. The leave of absence shall not exceed one (1) year, but it may be renewed or extended for a similar period at any time upon the request of the Union.

(b) Members of the Union selected by the Union to participate in any other Union activity shall be granted a leave of absence at the request of the Union. A leave of absence for such Union activity shall not exceed one (1) month, but it may be renewed or extended for a similar period at the discretion of the County.

Section 3. Maternity.

Maternity leave shall be granted in accordance with the New York State Law.

Section 4. Education.

(a) After completing one (1) year of service, any employee, upon request, may be granted a leave of absence for educational purposes. The period of the leave of absence shall not exceed one (1) year, but may be extended or renewed at the request of the employee.

(b) One (1) year leave of absence with any requested extension for education for educational purposes shall not be provided more than once every three (3) years.

(c) Employees may also be granted leaves of absence for educational purposes, not to exceed one (1) month in any calendar year, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual skill or professional ability.

(d) The above leave may be granted provided that no more than ten (10) percent of the employees in a given department make such a request.

Section 5. Employment Opportunities.

Employees· may be granted a leave of absence without pay to enable such employee to serve temporarily, provisionally, for trial periods, or for periods necessary to qualify for permanent appointment to a competitive class, or another position of a higher class that requires such conditions to be met, or where an employee is offered a job on a permanent transfer, so long as said employment is with any agency of the Employer.

Section 6. Family and Medical Leave.

The County's Family and Medical Leave policy will apply, except as provided for in this Agreement. Consistent with the County's Family and Medical Leave policy and the Family and Medical Leave Act, eligible employees are entitled to up to twelve (12) weeks of Family and Medical Leave in any one year, with the employee's date of hire serving as the beginning of the year. During such leave, employees must use all available leave time to which he or she is entitled, beginning with paid leave time. To the extent there is no appropriate paid leave time available, the leave will be unpaid.

ARTICLE 13 WAGES AND CLASSIFICATIONS

Section 1. Wage Schedule and Classifications.

(a) Effective January 1, 2022 employees shall be compensated in accordance with the wage schedule attached hereto and marked "Appendix A-1 and B-1". Effective January 1, 2023 employees shall be compensated in accordance with the schedule attached hereto and marked "Appendix A-2 and B-2". Effective January 1, 2024 employees shall be compensated in accordance with the wage schedule attached hereto and marked "Appendix A-3 and B-3". Effective January 1, 2025 employees shall be compensated in accordance with the wage schedule attached hereto and marked "Appendix A-4 and B-4". Effective January 1, 2026 employees shall be compensated in accordance with the wage schedule attached hereto and marked "Appendix A-5 and B- 5". To the extent that employees who are employed at the time of

the parties' ratification of this Agreement are entitled to retroactive pay for base salary only, it shall be paid in a separate check to each employee. Individuals not employed at the time of the parties' ratification of this Agreement are not entitled to retroactive pay.

1. Appendix A-1 and B-1 shall reflect a two and one half (2.5%) percent across-the-board increase from rates in effect December 31, 2021 plus increment.

2. Appendix A-2 and B-2 shall reflect a two and one half (2.5%) percent across-the-board increase from rates in effect December 31, 2022 plus increment.

3. Appendix A-3 and B-3 shall reflect a two and one half (2.5%) percent across-the-board increase from rates in effect December 31, 2023 plus increment.

4. Appendix A-4 and B-4 shall reflect a two and one half (2.5%) percent across-the-board increase from rates in effect December 31, 2024 plus increment.

a. Appendix A-4 and B-4, 40- and 35-hour wage schedules shall receive 2.5% additional wage increase to base pay retroactive to 1/1/2024, excluding titles covered under Appendix K.
    i. All non-competitive and labor class, forty (40) hour per week, DPW employees under this agreement: in addition to the increase listed in a, shall receive .50 cents per hour additional wage increase with base pay retroactive to 1/1/2024.
b. Titles recognized by Appendix K – exhibit B shall receive 1.5% additional wage increase with base pay being retroactive to 1/1/2024.

5. Appendix A-5 and B-5 shall reflect a two and one-half (2.5%) percent across-the-board increase from rates in effect December 31, 2025, plus increment.

(b) When any position not listed on the wages scheduled is established or the specifications of any existing position are materially changed, the Employer after consultation with the Union, may designate a job classification or new specification and rate structure for the position. In the event the Union does not agree that the classification, the specification and/or the wage rate are proper, then the matter shall be subject to the grievance procedure.

(c) If, during the term of this Agreement the Union requests job and/or wage re- evaluations due to a relevant change in existing job specifications, the

Employer agrees to negotiate on the matter.

(d) Longevity payments of the following amounts shall be paid in addition to the wage schedules attached hereto to all employees who have completed the following numbers of years of service:

Seven (7) years of service:	$ 600/year
Ten (10) years of service:	$ 950/year
Fifteen (15) years of service:	$ 1250/year
Twenty (20) years of service:	$ 1750 /year
Twenty-five (25) years of service:	$ 2000 /year

Beginning with anniversary dates following the ratification of this agreement, longevity payments will be paid by lump sum.

(e) All wages, reimbursements, and other payments to employees shall be paid by direct deposit. Employees are required to complete necessary forms and supply appropriate information to allow for direct deposit.

ARTICLE 14 HOSPITALIZATION AND MEDICAL BENEFITS

(a) The County will make available to employees' health insurance in accordance with the following terms:

Employees will have the option to choose one of the plans available.

High Deductible Plan - Employee monthly premium contributions will be 5% of the individual or family rates. The High Deductible Plan shall have prescription copays of $10/$30/$100 after deductible for in-network, and 40% co-insurance after deductible for out-of-network.

Option "1" Plan - Employees who are were employed in the bargaining unit will also be offered health insurance pursuant to the "Option 1" plan.

Employees who were hired before January 1, 1992 shall make the following contributions to health insurance: $45/month for single coverage or $90/month for family coverage.

Employees who were hired on or after January 1, 1992, but prior to February 28, 2011, who were contributing 12.5% at the time of ratification of this Agreement shall contribute 12.5% of the premium for 2022 & 2023 and 15% effective January 1, 2024 thereafter.

All other employees who were hired on or after January 1, 1992, but prior to February 28, 2011, and who were previously contributing 15% at the time of ratification of this agreement shall contribute 15% of the premiums.

Employees who commence employment on or after February 28, 2011, but before January 1, 2023 shall contribute 20% of the premiums.

Employees hired on or after January 1, 2023, will contribute 25%. All new employees and those currently contributing 25% of the premium equivalency towards county health insurance benefits will pay 20% effective the first full month following the ratification of this Agreement. The contribution rate will revert back to 25% upon the expiration of the collective bargaining agreement.

The County may provide health insurance through another third party administrator (self-insurance) or an alternate carrier, so long as the coverage is equivalent to the existing coverage. In addition, the County, in its discretion, may offer employees additional insurance coverage beyond the plans identified in this Agreement. The County shall not be responsible for changes to the drug formulary that are unilaterally made by the assigned administrator. However, the County will not unilaterally seek to change the drug formulary.

The prescription drug co-pay for Option 1 shall be the $3/$25/$60.

If an employee could be covered by another health insurance plan other than the County's, then that employee shall not be considered eligible for coverage under the County's plan unless such plan is proved to be not at par with the County's plan. If, at some later date, it is proven that the employee can no longer be covered by the other health insurance plan, then that employee shall be considered eligible for coverage under the County's plan. The employee must exercise their right to enroll in the County's plan during the open enrollment or special enrollment period as outlined in the Summary Plan Description.

An employee or their spouse or dependent shall not be eligible for double health insurance coverage under the County's plan or a health plan under another employer.

The County will make every effort to notify the Union of premium increases no later than December 1st prior to the normal January 1st effective date. If there is a need to increase premiums outside of the normal fiscal year, the Union will be given at least thirty
(30) calendar days' notice.

(b) Employees will be eligible for health insurance under this Article and in accordance with the terms of the applicable plan after thirty (30) days of employment.

(c) Coverage will terminate upon the absence of the employee from the active payroll according to the following:

Absence occurs on the 1st to the 15th of the month: Coverage will terminate at the end of the current month.

Absence occurs on the 16th to the end of the month: Coverage will terminate at the end of the following month.

Continued eligibility for health insurance will be governed by the terms of the applicable insurance plan and/or summary plan description. The County cannot make any material change to health insurance benefits under the plan and/or summary plan description without consulting with the Union.

(d) In case of disability, coverage will continue up to twenty-six (26) weeks. Injury covered by Workers' Compensation coverage will be continued up to a maximum of one (1) year.

(e) Employees may elect to retain their coverage while on an unpaid leave of absence of over one (1) month by paying the total premium costs. The cost for the month when the employee returns to the active payroll shall be prorated between the employee and the employer.

(f) Employees may be covered only once by the County group.

(g) The employer agrees to pay for yearly, routine physical examinations for all employees regularly scheduled in the solid waste division. Such examination will be given by a doctor designated by the employer. All employees may participate in the adult assessment program offered by the County Health Department. Participating employees are required to use their accumulated sick time.

(h) Employees who meet the program requirements will be able to participate in the County Wellness Program.

(i) Double Coverage The County will pay a buy-out of One Thousand Dollars ($1,000) for single and Two Thousand Dollars ($2,000) for family coverage.

The payment can only be made when the employee signs a statement that the employee has other health insurance and provides proof of such coverage.

Payment of the buy-out will be no later than the first quarter of the following year. For example, an employee who does not carry the County health insurance for 2019 will receive his/her buy-out check no later than the first quarter of 2020.

Payment will be based on each full month the employee was employed by the County but did not carry the County's health insurance during the previous year. For example, an employee who was on the County's insurance from January 1 - July 15, then drops the County's insurance for other coverage, will receive a pro-rated buy-out amount for five (5) months, August - December.

Buy-out payments will only be made to active full-time employees on the County's payroll at the time of the payment or upon their separation of employment for any reason except for termination for cause. Employees who are entitled to a buyout and who separate during the year will be paid a prorated buyout based upon the number of full months they were employed during the year.

If a husband and wife are both employed by the County, and neither carries County health insurance, then they shall be eligible for only one buy-out.

Employees with health insurance benefits outside of Allegany County, who meet the buyout requirements, must elect the County buy-out. Anytime an employee gains other health insurance, it is their responsibility to notify Human Resources of such coverage and drop the County health insurance effective the day the other insurance was in effect.

(j) Employees who are hired on or after February 28, 2011, are not entitled to permanent County-provided health insurance plans upon their retirement from the County. These employees will be allowed to continue to carry either single or family coverage of the “Option 1 Plan” from their date of retirement until they become Medicare eligible if they have at least twenty (20) years of consecutive, benefit-eligible County service immediately preceding retirement from the County under the New York State Retirement System. Upon retirement, these employees shall make the same percentage contribution to premiums as they did on the date of their

retirement for a single coverage plan. Notwithstanding the foregoing, in accordance with County policy, employees who have family coverage will pay half the premiums for family coverage. Once dependents become Medicare eligible or otherwise become ineligible under the terms of the Summary Plan Description, they shall be dropped from the County Plan. If the retiree who was carrying family coverage is still not Medicare eligible and all dependents are removed from County coverage, they will contribute the single contribution rate that was in effect at the time of their retirement. Once the employee who retired becomes Medicare eligible they will no longer be eligible to carry single or family County health insurance. Once an election is made for single insurance in retirement, that election cannot be changed to family coverage at any time, nor are they able to add dependents to the plan.

This provision will not extend to newly hired employees after the expiration date of this collective bargaining agreement.

Employees who were employed by the County prior to February 28, 2011, may, after ten years of consecutive, benefit-eligible County service immediately preceding retirement from the County under the New York State Retirement System, continue their health insurance under the Option 1 plan or the County-selected Medicare Advantage plan only. Employees who choose to continue their health insurance in this manner must, as a necessary condition of such continuation, enroll in Medicare Parts A and B immediately upon becoming Medicare eligible and continue to take Parts A and B throughout the period they continue their health insurance through the County. Upon retirement, retired employees shall make the same percentage contribution to premiums as they did on the date of their retirement. Notwithstanding the foregoing, in accordance with County policy, employees who have family coverage and for whom both spouses are under 62 will pay half of the premiums for family coverage until at least one spouse reaches 62, at which point they will contribute to the same extent as if they had retired when they had already reached the age of 62.

Employees and any covered dependents eligible for retiree health insurance will be required to enroll into a County sponsored Medicare Advantage Plan, if such plan is available as currently provided under Forever Blue PPO 799 offered by BlueCross BlueShield of Western New York or a substantially equivalent policy, when they become Medicare Parts A and B eligible. Failure to enroll in a County sponsored Medicare Advantage Plan when eligible will result in a loss of retiree health insurance benefits.

Upon retirement, retired employees shall make the same percentage contribution to premiums (or same flat rate for those paying a flat rate while employed) as they did on the date of their retirement. The percentage will be applied to the premiums of the County sponsored Medicare Advantage Plan.

ARTICLE 15 DISABILITY INSURANCE

(a) The employer shall provide a fully paid disability program with the current terms for a period of twenty-six (26) weeks at fifty percent (50%) of gross earnings.

(b) The County shall have the right to require a physical examination of any employee when the employee is on a leave of absence due to disability. The County shall have the right to designate the doctor. The cost of such examination shall be paid for by the County. The County shall provide the employee with at least a forty-eight (48) hour notice prior to the scheduled physical examination.

(c) The County will continue taking health insurance deductions from employees, as applicable, while on disability.

If deductions for health insurance premiums cannot be taken while the employee is on disability, the arrears will be taken from the employee as an extra deduction after the employee returns to work. If necessary, the deduction will be spread out over pay periods that are mutually agreeable to the employee and the County.

AFSCME Union dues will not be taken as a payroll deduction while on disability.

ARTICLE 16 RETIREMENT PLAN

The Employer shall continue to provide each employee in service prior to July 1, 1973 covered by this agreement with the New York State Career Plan 75i and 41j.

The Employer will in accordance with Chapter 45 of the laws of 1986 notify new employees of their rights to membership at the time of processing as a county employee. Mandatory membership and optional membership, cost of membership and plan will be explained. Member Annual Statements will be distributed each year as received from the Retirement System.

ARTICLE 17 SETTLEMENT OF DISPUTES

Section 1. Grievances.

Any grievance or dispute which may arise between the parties involving the application, meaning, or interpretation of this Agreement, shall be settled in the

following manner:

Step 1: The employee and/or the Union shall submit the grievance orally to the employee's immediate superior within five (5) working days of its occurrence. If at that time, the Union is unaware of the grievance when it arises, it shall take it up within five (5) working days of learning of its existence. No grievance will be processed after thirty (30) days of its occurrence.

Step 2: If a satisfactory settlement or disposition is not made within two (2) working days from the date of the submission of the grievance, the Union's representative, with or without the employee, may submit the grievance in writing to the Department Head who shall answer same within five (5) working days. If the answer is a denial of the grievance, the Department Head shall give his reasons in writing.

Step 3: If a satisfactory settlement or disposition is not made within five (5) working days from the date of the reply from the Department Head is due, the Union by written notice, may submit the grievance to the Legislature or its Designee. The Legislature or its Designee shall schedule a meeting within ten (10) working days to hear the grievance. Within ten (10) working days after the meeting, the Legislature or its Designee shall set forth its answer in writing.

Step 4: If the grievance is still unsettled, either party may within thirty (30) days after the reply from the Legislature or its Designee is due, by written notice to the other, request arbitration.

Section 2. Arbitration Procedure.

(a) Unless the parties mutually agree otherwise, an arbitrator will be chosen from a panel furnished by PERB.

(b) The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decisions within thirty (30) days after the conclusion of testimony and argument.

(c) No arbitrator functioning under this step of the grievance procedure shall have, any power to amend, modify, or delete any provisions of this Agreement.

(d) Expenses for the arbitrator's services and the proceeding shall be borne equally by the employer and the Union. If either party shall desire a verbatim record of the proceedings, it may cause such record to be made, providing it pays for the record and make copies available without charge to the other party and to

the arbitrator.

Section 3. Matter Relevant to Grievance Procedure.

(a) The time limits in the grievance procedure may be extended by mutual agreement in writing.

(b) Any step of the grievance procedure may be bypassed by mutual agreement in writing.

(c) In the case of group, policy, or organization-type grievance, the grievance may be submitted directly to Step 2 of the grievance Procedure by the Union's Representative.

Section 4. Processing Grievances During Working Hours.

Grievance Committee members may investigate and process grievances during working hours without loss of pay provided there will be no interruption of County services.

Section 5. Labor-Management Committee.

Conferences shall be held between representatives of the Employer and at least three (3) representatives of the Union on important matters, which may include the discussion of procedures for avoiding future grievances and other methods of improving the relationship between the parties upon request of either party. Arrangements for such meeting shall be made in advance, and shall be held at reasonable hours as mutually agreed upon by the parties. Employees acting on behalf of the Union shall suffer no loss of time or pay should such meetings fall within their regular work hours.

ARTICLE 18 REMOVAL AND OTHER DISCIPLINARY ACTION

No member of the bargaining unit shall be discharged or otherwise subject to any disciplinary penalty provided in this article except for (a) incompetence or inefficiency; (b) insubordination, neglect of duty or misconduct.

The employee and the Grievance Committee of Local 2574 shall be notified in writing of the Employer's disciplinary action prior to the effective date thereof. If the employee and the Union disagree with the disciplinary action, they shall have the right to challenge it through the grievance procedure which shall be initiated at the second step.

In the event an employee is to be suspended or discharged, the employee and the Union shall be notified prior to the suspension or discharge and shall have

the opportunity to process a grievance through the third step prior to the action being taken. This provision will be waived for 24 hours in the event the employee's presence on the job would be hazardous to himself, other employees or the public.

Pending the final determination of the charges, the employee may be suspended without pay. However, the period of suspension, without pay, may be considered as part of the penalty. If the employee is acquitted, he shall be restored to this position with full pay for the period of the suspension less any amount of compensation which he may have earned in any other employment or occupation and any other unemployment insurance benefits he may have received through such period. If the employee is found guilty of the charges, a copy of the charges, his written answer as required by the grievance procedure, and the arbitrator's award shall be filed in the office of the department or agency in which he was employed and a copy shall be filed with the County's Personnel Officer having jurisdiction over such position.

No removal or disciplinary action proceedings shall be commenced more than eighteen (18) months after the occurrence of the alleged act of (a) incompetence or inefficiency; (b) insubordination, neglect of duty or misconduct complained of. However, the eighteen (18) month limitation shall not apply where conduct complained of would, if proven in a Court of appropriate jurisdiction, constitute a crime.

No employee shall be disciplined or otherwise removed except in accordance with the provisions of this Article. It is understood and agreed that any employee against whom a disciplinary action or measure is proposed may elect to follow Section 75 and 76 of the Civil Service Law or the alternate discipline appeals procedure set forth in this Article in lieu thereof. An employee's election of one appeals procedure shall preclude the use of the other, and the right to use the other shall be deemed waived.

This article shall not apply to probationary employees.

ARTICLE 19 GENERAL PROVISIONS

Section 1. Pledge Against Discrimination and Coercion.

(a) The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, disability, sexual orientation, predisposing genetic characteristics, or any other category protected by law. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

(b) All reference to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

(c) The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.

(d) The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section 2. Work Rules.

(a) The Employer agrees that new work rules or changes in existing rules shall not become effective until they have been posted prominently on all official department bulletin boards for a period of ten (10) consecutive work days.

(b) Employees shall comply with all existing rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced.

Section 3. Joint Safety Committee.

The Employer and the Union agree jointly to establish a Safety Committee consisting of an equal number of Employer and Union representatives, the number of members to be agreed upon. This committee will advise management of all safety activities. The Joint Safety Committee shall:

(a) make immediate and detailed investigations of each accident to determine fundamental causes;

(b) develop data to indicate accident sources and injury rates;

(c) make inspection to detect hazardous physical conditions or unsafe work methods and recommend changes or additions to protective equipment or devices for the elimination of hazards;

(d) promote safety for workers, and participate in making the safety program known to all workers;

(e) conduct meetings during working hours without loss of pay for the sole purpose of discussing prevention and developing suitable corrective measures. Joint safety meetings bi-monthly, with a Union safety meeting during interim months.

Section 4. Uniforms and Protective Clothing.

Rain gear is supplied for the Highway personnel, Bridge Crews, Solid Waste, Groundskeeper, Building Maintenance Mechanics, Building Maintenance Assistants, Assistant Mechanic, Public Health Sanitarians, and Public Health Technician personnel In addition, two (2) pair of coveralls will be available in each Highway District Shop.

Section 5. Car Allowance.

Employees who are obligated to use their personal automobiles on County business will be compensated at the IRS rate for mileage each year.

Section 6. Personnel Practices.

The Employer will provide copies of this Agreement to all employees in the bargaining unit and all new employees as they are hired. The cost of copies shall be borne equally by the Employer and the Union. In addition, a membership application and payroll deduction authorization form provided by the Union shall be given to each new employee as they are hired by the Employer.

Section 7. Personal Damages.

The Employer shall be responsible for replacement or payment of damages to personal property such as clothing and protective glasses that may be incurred by an employee as a result of his carrying out his responsibilities as an employee while on the job to a maximum of fifty dollars ($50.00) per incident.

Section 8. Indemnification.

(a) The County agrees to defend their employees who are sued in a civil action or proceeding while the employees were acting within their scope of employment by transporting clients for the County.

(b) This provision shall in no manner be construed to deprive any individual employee from seeking appropriate legal redress to reduce any uncovered liability and expenses incurred as a result of matters within the scope of his/her employment.

Section 9. Shift Differential.

(a) Employees regularly scheduled to a shift that starts after 12 o'clock noon shall be paid a $.25 per hour shift premium.

(b) Employees regularly scheduled to a shift that starts after 8 P.M. shall be paid a $.30 per hour shift premium.

Section 10. Deferred Compensation Plan

The County Legislature has established a 457(b) plan. Eligible employees in the bargaining unit are permitted to join the plan. Contributions to the plan are made by payroll deductions. The selection of the plan or discontinuance of the same shall be at the complete discretion of the Legislature and is not subject to the grievance procedure.

Section 11. Employee Assistance Program.

The Employer and the Union agree to continue the Employee Assistance program during the duration of this contract.

Section 12. Declared Emergency.

When Allegany County roads or offices are closed as a result of a declared emergency, employees who are required to work during the emergency shall receive a vacation day in addition to their regular pay for that day.

Section 13. Emergency Services.

In cases of emergencies, as defined by the Director of Emergency Management and Fire, where it is necessary to call in additional staff, full-time employees will be offered this work on an overtime basis first. Department Heads have discretion on these occasions to give preference to offering the overtime to a full time employee who has been off duty for 8 hours.

Section 14. Shoe Allowance.

The County will reimburse any employee required to wear steel-toed shoes the cost of one pair of shoes at a rate of 80% or up to a maximum amount of $200.00- which will be paid every twelve (12) months.

In the event an employee's steel-toed shoes are damaged on the job site beyond repair they will be turned in for replacement at a rate of 80% or up to a maximum amount of $150.00

ARTICLE 20 STRIKES AND LOCKOUTS

Section 1. Lockouts.

No lockout of employees shall be instituted by the Employer during the term of this Agreement.

Section 2. Strikes.

No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement. At no time, however, shall employees be required to act as strikebreakers or to go through picket lines.

ARTICLE 21 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 only apply to the specific article, section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

ARTICLE 22 TOTAL AGREEMENT

Notwithstanding any personnel rules and regulations, local law, or other laws that previously were in effect to the contrary, the foregoing constitutes the entire Agreement between the parties and laws, and no verbal statement or other amendments, except an amendment mutually agreed upon between the parties and in writing annexed hereto designated as an amendment to the Agreement, shall supersede or vary the provisions herein.

ARTICLE 23 STATUTORY PROVISIONS

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

ARTICLE 24 MANAGEMENT'S RIGHTS

The Employer retains the sole right to manage its business affairs and services and to direct the working force, including the right to decide the number and location of its business and service operations to be conducted and rendered and the methods, processes, and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services; to assign and reassign work within a classification and to assign and reassign employees within a classification providing an equal distribution of work is maintained; to determine when and to what extent the work required in operating its business and supplying its services to be performed by employees governed by this Agreement, to maintain order and efficiency in all its departments and operations, (including the procedures set forth in the Civil Service Law and other laws of the State of New York) and any other procedures concerning the conduct and employment of employees, to promote and determine the qualifications of employees, to determine and schedule its various departments and to determine its starting and quitting time and the number of hours to be worked subject only to such terms as set forth in other parts of this Agreement or provided by law. The County also expressly reserves all rights and powers under the Civil Service Law and any other laws of the State of New York.

The above rights of the employer are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to the employer. Any and all rights, powers, and authority the employer had prior to this Agreement are retained by the Employer, except as expressly and specifically abridged, claimed, or modified by this Agreement.

UNIT SALARY GRADES

Grade 4
Audit Clerk
Clerk
Community Service Aide
Community Outreach Specialist
Typist
WIC Peer Counselor

Grade 5
Cleaner

Grade 6
Data Entry Machine Operator
Index Clerk
Licensed Practical Nurse
Nutrition Services Aide
Receptionist

Grade 7
Account Clerk Typist
Senior Typist

Grade 8
Motor Vehicle Cashier Examiner
Senior Data Entry Machine Operator
Senior Index Clerk
Tax Map Clerk

Grade 9
Environmental Health Aide
Groundsworker
Janitor
Laborer PT (35) FT (40)

Grade 10
Computer Operator
JOBTRAK Supervisor
Medical Records Computer Operator
Motor Equipment Operator **(40)**
Real Property Tax Service Aide
Senior Motor Vehicle Cashier Examiner
Senior Recording Clerk
Sign Maker **(40)**
Sr. Account Clerk Typist
Tax Specialist

Grade 11
Assistant Director Veterans Service Agency
Community Service Worker
Home Delivered Meals Coordinator
Junior Accountant
Motor Equipment Operator I **(40)**
Senior Account Clerk Stenographer
Social Welfare Examiner
Transfer Station Operator **(40)**
WIC Outreach Specialist

Grade 12
Employment & Training Assistant
Employment Specialist
Resource Assistant
Tax Map Technician Trainee
Youth Program Coordinator

Grade 13
Aging Service Technician
Automotive Mechanic **(40)**
Automotive Partsperson **(40)**
Building Maintenance Assistant
Emergency Services Assistant
Clinic Secretary
Emergency Communications Coordinator
Emergency Services Dispatcher **(40)**
Engineering Technician
Head Emergency Services Dispatcher **(40)**
Heavy Motor Equipment Operator I **(40)**
Motor Equipment Operator/Welder **(40)**

Grade 13 cont.
Probation Assistant
Public Health Technician
Senior Real Property Tax Service Aide
Senior Sign Maker **(40)**
Senior Social Welfare Examiner
Planning & Development Specialist

Grade 14
Heavy Equipment Mechanic **(40)**
Heavy Motor Equipment Operator II **(40)**
Solid Waste Equipment Mechanic **(40)**
Welder **(40)**

Grade 15
Building Maintenance Mechanic
Case Manager
Employment & Training Counselor
Job Developer
Landfill Heavy Equipment Operator **(40)**
Senior Heavy Equipment Mechanic **(40)**
Senior Probation Assistant
Social Services Investigator
Support Investigator
Tax Map Technician
Welder-Fabricator **(40)**
WIC Nutritionist

Grade 16
Aging Services Specialist
Caseworker
Crane Operator **(40)**
Early Intervention Services Coordinator
Instrumentation & Control System Technician
Probation Officer Trainee
Public Health Sanitarian Trainee
Recycling Coordinator
Senior Support Investigator

Grade 17
Network Technician
Probation Officer
Programmer
Public Health Educator
Radio Technician
Senior Case Manager
Senior Caseworker
Senior Employment & Training Counselor
Senior Job Developer

Grade 19
Senior Network Technician

Grade 20
Public Health Sanitarian
Senior Probation Officer

Grade 25
Information Technology Network Administrator

Revised: 10/04/05
03/31/06
09/26/06
03/15/07
11/27/07
01/01/08
12/28/09
02/22/11
03/26/13
02/17/16
02/27/17
05/09/17
02/07/24

Year 2024

ALLEGANY COUNTY

AFSCME SALARY PLAN

35 HOURS / WEEK

1834 HOURS / YEAR

2.50%

GRADE	BASE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	Average Increment
4	$17.9124	$18.3242	$18.6794	$19.0487	$19.3866	$19.7589	$20.1566	$20.5687	$0.3320
5	$18.3671	$18.8072	$19.2050	$19.6454	$20.0856	$20.5119	$20.9097	$21.2648	$0.3622
6	$18.8785	$19.3044	$19.7589	$20.2277	$20.6964	$21.1936	$21.6482	$22.1027	$0.4030
7	$19.3044	$19.7589	$20.2277	$20.6964	$21.1936	$21.6482	$22.1027	$22.6000	$0.4120
8	$19.7589	$20.2562	$20.7959	$21.2648	$21.8329	$22.3016	$22.7990	$23.3244	$0.4457
9	$20.2277	$20.7107	$21.2505	$21.7192	$22.2733	$22.7561	$23.2959	$23.8643	$0.4546
10	$20.6964	$21.2648	$21.9323	$22.5290	$23.1966	$23.7932	$24.3188	$24.9011	$0.5256
11	$21.3643	$22.0602	$22.6993	$23.3244	$23.9921	$24.6313	$25.2705	$25.9665	$0.5753
12	$22.1027	$22.7278	$23.3813	$24.0489	$24.6738	$25.3840	$26.0661	$26.6625	$0.5700
13	$22.7561	$23.4380	$24.1625	$24.8870	$25.5829	$26.2791	$26.9467	$27.6854	$0.6162
14	$23.4380	$24.2193	$25.0006	$25.7249	$27.5121	$27.2450	$27.9553	$28.7365	$0.6623
15	$24.2051	$25.1141	$25.9239	$26.7479	$27.5858	$28.4096	$29.2762	$30.1569	$0.7440
16	$24.9580	$25.8103	$26.7194	$27.5858	$28.4667	$29.3473	$30.2706	$31.1370	$0.7724
17	$25.6256	$26.6199	$27.5149	$28.4667	$29.3898	$30.3275	$31.2366	$32.1740	$0.8186
18	$26.6484	$27.5858	$28.5802	$29.5746	$30.4812	$31.4638	$32.5149	$33.4667	$0.8523
19	$27.5858	$28.6370	$29.6741	$30.6541	$31.7195	$32.7281	$33.7650	$34.7878	$0.9003
20	$28.5660	$29.7308	$30.8813	$32.0320	$33.2679	$34.4042	$35.5548	$36.7054	$1.0174
21	$29.5746	$30.7678	$31.9323	$33.1825	$34.3758	$35.5690	$36.7621	$37.9838	$1.0512
22	$30.4694	$31.7905	$33.1113	$34.4042	$35.6827	$36.9751	$38.2963	$39.5889	$1.1399
25	$36.3077	$37.7564	$39.2623	$40.8391	$42.4583	$44.1914	$45.9528	$47.7709	$1.4329

Year 2024

ALLEGANY COUNTY

AFSCME SALARY PLAN

40 HOURS / WEEK

2096 HOURS / YEAR

2.5% + .50

GRADE	BASE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	Average Increment
9	$18.1850	$18.6964	$19.1794	$19.6624	$20.0885	$20.5856	$21.1113	$21.5516	$0.4208
10	$18.6395	$19.2220	$19.7618	$20.3018	$20.8556	$21.4806	$22.0490	$22.5886	$0.4936
11	$19.2220	$19.7902	$20.3868	$21.0119	$21.5800	$22.1909	$22.7733	$23.4124	$0.5238
12	$19.7902	$20.3868	$21.0119	$21.5800	$22.1625	$22.7733	$23.4124	$23.9665	$0.5220
13	$20.4152	$21.0402	$21.6227	$22.2192	$22.8300	$23.4837	$23.9806	$24.6056	$0.5238
14	$21.0402	$21.7077	$22.3472	$22.9863	$23.6966	$24.3215	$24.9466	$25.5575	$0.5647
15	$21.7077	$22.3898	$23.1284	$23.8244	$24.5630	$25.3160	$26.0403	$26.7648	$0.6321
16	$22.3187	$23.0856	$23.7959	$24.5630	$25.3870	$26.0971	$26.8785	$27.6455	$0.6659
17	$22.9295	$23.7250	$24.4921	$25.3301	$26.0971	$26.9069	$27.8018	$28.5404	$0.7014

Year 2025

ALLEGANY COUNTY

AFSCME SALARY PLAN

35 HOURS / WEEK

1827 HOURS / YEAR

2.50%

GRADE	BASE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	Average Increment
4	$18.3602	$18.7823	$19.1464	$19.5249	$19.8713	$20.2529	$20.6605	$21.0829	$0.3403
5	$18.8263	$19.2774	$19.6851	$20.1365	$20.5877	$21.0247	$21.4324	$21.7964	$0.3713
6	$19.3505	$19.7870	$20.2529	$20.7334	$21.2138	$21.7234	$22.1894	$22.6553	$0.4131
7	$19.7870	$20.2529	$20.7334	$21.2138	$21.7234	$22.1894	$22.6553	$23.1650	$0.4223
8	$20.2529	$20.7626	$21.3158	$21.7964	$22.3787	$22.8591	$23.3690	$23.9075	$0.4568
9	$20.7334	$21.2285	$21.7818	$22.2622	$22.8301	$23.3250	$23.8783	$24.4609	$0.4659
10	$21.2138	$21.7964	$22.4806	$23.0922	$23.7765	$24.3880	$24.9268	$25.5236	$0.5387
11	$21.8984	$22.6117	$23.2668	$23.9075	$24.5919	$25.2471	$25.9023	$26.6157	$0.5897
12	$22.6553	$23.2960	$23.9658	$24.6501	$25.2906	$26.0186	$26.7178	$27.3291	$0.5842
13	$23.3250	$24.0240	$24.7666	$25.5092	$26.2225	$26.9361	$27.6204	$28.3775	$0.6316
14	$24.0240	$24.8248	$25.6256	$26.3680	$28.1999	$27.9261	$28.6542	$29.4549	$0.6789
15	$24.8102	$25.7420	$26.5720	$27.4166	$28.2754	$29.1198	$30.0081	$30.9108	$0.7626
16	$25.5820	$26.4556	$27.3874	$28.2754	$29.1784	$30.0810	$31.0274	$31.9154	$0.7917
17	$26.2662	$27.2854	$28.2028	$29.1784	$30.1245	$31.0857	$32.0175	$32.9784	$0.8390
18	$27.3146	$28.2754	$29.2947	$30.3140	$31.2432	$32.2504	$33.3278	$34.3034	$0.8736
19	$28.2754	$29.3529	$30.4160	$31.4205	$32.5125	$33.5463	$34.6091	$35.6575	$0.9228
20	$29.2802	$30.4741	$31.6533	$32.8328	$34.0996	$35.2643	$36.4437	$37.6230	$1.0429
21	$30.3140	$31.5370	$32.7306	$34.0121	$35.2352	$36.4582	$37.6812	$38.9334	$1.0774
22	$31.2311	$32.5853	$33.9391	$35.2643	$36.5748	$37.8995	$39.2537	$40.5786	$1.1684
25	$37.2154	$38.7003	$40.2439	$41.8601	$43.5198	$45.2962	$47.1016	$48.9652	$1.4687

Year 2025

ALLEGANY COUNTY

AFSCME SALARY PLAN

40 HOURS / WEEK

2088 HOURS / YEAR

2.50%

GRADE	BASE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	Average Increment
9	$18.6396	$19.1638	$19.6589	$20.1540	$20.5907	$21.1002	$21.6391	$22.0904	$0.4314
10	$19.1055	$19.7026	$20.2558	$20.8093	$21.3770	$22.0176	$22.6002	$23.1533	$0.5060
11	$19.7026	$20.2850	$20.8965	$21.5372	$22.1195	$22.7457	$23.3426	$23.9977	$0.5369
12	$20.2850	$20.8965	$21.5372	$22.1195	$22.7166	$23.3426	$23.9977	$24.5657	$0.5351
13	$20.9256	$21.5662	$22.1633	$22.7747	$23.4008	$24.0708	$24.5801	$25.2207	$0.5369
14	$21.5662	$22.2504	$22.9059	$23.5610	$24.2890	$24.9295	$25.5703	$26.1964	$0.5788
15	$22.2504	$22.9495	$23.7066	$24.4200	$25.1771	$25.9489	$26.6913	$27.4339	$0.6479
16	$22.8767	$23.6627	$24.3908	$25.1771	$26.0217	$26.7495	$27.5505	$28.3366	$0.6825
17	$23.5027	$24.3181	$25.1044	$25.9634	$26.7495	$27.5796	$28.4968	$29.2539	$0.7189

Year 2026

ALLEGANY COUNTY

AFSCME SALARY PLAN

35 HOURS / WEEK

1827 HOURS / YEAR

2.50%

GRADE	BASE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	Average Increment
4	$18.8192	$19.2519	$19.6251	$20.0130	$20.3681	$20.7592	$21.1770	$21.6100	$0.3488
5	$19.2970	$19.7593	$20.1772	$20.6399	$21.1024	$21.5503	$21.9682	$22.3413	$0.3805
6	$19.8343	$20.2817	$20.7592	$21.2517	$21.7441	$22.2665	$22.7441	$23.2217	$0.4234
7	$20.2817	$20.7592	$21.2517	$21.7441	$22.2665	$22.7441	$23.2217	$23.7441	$0.4328
8	$20.7592	$21.2817	$21.8487	$22.3413	$22.9382	$23.4306	$23.9532	$24.5052	$0.4682
9	$21.2517	$21.7592	$22.3263	$22.8188	$23.4009	$23.9081	$24.4753	$25.0724	$0.4776
10	$21.7441	$22.3413	$23.0426	$23.6695	$24.3709	$24.9977	$25.5500	$26.1617	$0.5522
11	$22.4459	$23.1770	$23.8485	$24.5052	$25.2067	$25.8783	$26.5499	$27.2811	$0.6044
12	$23.2217	$23.8784	$24.5649	$25.2664	$25.9229	$26.6691	$27.3857	$28.0123	$0.5988
13	$23.9081	$24.6246	$25.3858	$26.1469	$26.8781	$27.6095	$28.3109	$29.0869	$0.6474
14	$24.6246	$25.4454	$26.2662	$27.0272	$28.9049	$28.6243	$29.3706	$30.1913	$0.6958
15	$25.4305	$26.3856	$27.2363	$28.1020	$28.9823	$29.8478	$30.7583	$31.6836	$0.7816
16	$26.2216	$27.1170	$28.0721	$28.9823	$29.9079	$30.8330	$31.8031	$32.7133	$0.8115
17	$26.9229	$27.9675	$28.9079	$29.9079	$30.8776	$31.8628	$32.8179	$33.8029	$0.8600
18	$27.9975	$28.9823	$30.0271	$31.0719	$32.0243	$33.0567	$34.1610	$35.1610	$0.8954
19	$28.9823	$30.0867	$31.1764	$32.2060	$33.3253	$34.3850	$35.4743	$36.5489	$0.9458
20	$30.0122	$31.2360	$32.4446	$33.6536	$34.9521	$36.1459	$37.3548	$38.5636	$1.0689
21	$31.0719	$32.3254	$33.5489	$34.8624	$36.1161	$37.3697	$38.6232	$39.9067	$1.1044
22	$32.0119	$33.3999	$34.7876	$36.1459	$37.4892	$38.8470	$40.2350	$41.5931	$1.1976
25	$38.1458	$38.7003	$40.2439	$41.8601	$43.5198	$45.2962	$47.1016	$48.9652	$1.3524

Year 2026

ALLEGANY COUNTY

AFSCME SALARY PLAN

40 HOURS / WEEK

2088 HOURS / YEAR

2.50%

GRADE	BASE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	Average Increment
9	$19.1056	$19.6429	$20.1504	$20.6579	$21.1055	$21.6277	$22.1801	$22.6427	$0.4421
10	$19.5832	$20.1952	$20.7622	$21.3295	$21.9114	$22.5681	$23.1652	$23.7322	$0.5186
11	$20.1952	$20.7921	$21.4189	$22.0756	$22.6725	$23.3143	$23.9262	$24.5976	$0.5503
12	$20.7921	$21.4189	$22.0756	$22.6725	$23.2844	$23.9261	$24.5977	$25.1798	$0.5485
13	$21.4487	$22.1054	$22.7174	$23.3441	$23.9858	$24.6726	$25.1946	$25.8512	$0.5503
14	$22.1053	$22.8066	$23.4785	$24.1500	$24.8962	$25.5528	$26.2095	$26.8513	$0.5932
15	$22.8067	$23.5232	$24.2993	$25.0305	$25.8065	$26.5976	$27.3586	$28.1197	$0.6641
16	$23.4485	$24.2543	$25.0006	$25.8065	$26.6722	$27.4183	$28.2392	$29.0450	$0.6996
17	$24.0903	$24.9261	$25.7320	$26.6125	$27.4182	$28.2691	$29.2092	$29.9852	$0.7369

APPENDIX C MEMORANDUM OF UNDERSTANDING FOR THE DEPARTMENT OF PUBLIC WORKS HMEO CLASSIFICATION

I. The following equipment is designated under the HMEO II classification: Grade 14

EXCAVATOR (GRADALL)
DRAG LINE
REACHALL
SHOVEL
GRADER

II. (A) The following equipment is designated under the MEO (Motor Equipment Operator) classification at Grade 10 in the Unit Salary Plan:

TRACTOR
SWEEPER
MOWER

Employees who operate the above equipment will be paid out of title pay in accordance with the existing contract language.

(B) The following equipment is designated under the HMEO (Heavy Motor Equipment Operator) classification at Grade 13 in the Unit Salary Plan:

ROLLER
WIDENER

III. The following equipment is designated under the *Crane Operator classification at Grade 16 in the Unit Salary Plan:

CRANE

IV. The following equipment is designated for use by Bridge Maintenance Crew:

REACHALL- HMEO II GRADE 14

APPENDIX D Operating Schedule for Allegany County Transfer Stations and Landfill

Station	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Caneadea	Closed	Closed	Closed	**8:00 a.m. 3:30 p.m.**	Closed	Closed	**8:00 a.m. 3:30 p.m.**
Bolivar	Closed	Closed	Closed	**8:00 a.m. 3:30 p.m.**	Closed	Closed	**8:00 a.m. 3:30 p.m.**
Canaseraga	Closed	Closed	Closed	Closed	Closed	Closed	**8:00 a.m. 3:30 p.m.**
Cuba/ Friendship	Closed	Closed	Closed	Closed	**8:00 a.m. 3:30 p.m.**	Closed	**8:00 a.m. 3:30 p.m.**
Alfred	Closed	Closed	Closed	Closed	**8:00 a.m. 3:30 p.m.**	**8:00 a.m. 3:30 p.m.**	**8:00 a.m. 3:30 p.m.**
Wellsville	Closed	Closed	**8:00 a.m. 3:30 p.m.**	**8:00 a.m. 3:30 p.m.**	**8:00 a.m. 3:30 p.m.**	**8:00 a.m. 3:30 p.m.**	**8:00 a.m. 3:30 p.m.**
Belmont	Closed	Closed	**8:00 a.m. 3:30 p.m.**	**8:00 a.m. 3:30 p.m.**	**8:00 a.m. 3:30 p.m.**	**8:00 a.m. 3:30 p.m.**	**8:00 a.m. 3:30 p.m.**

Notwithstanding the language of Article 7, Section 1(b), if the Fourth of July, Veterans Day, Christmas, or New Year's Day falls on a Saturday, employees within the Solid Waste Department shall work on the Friday immediately before the recognized holiday and treat the Saturday as the holiday within the meaning of Article 7.

APPENDIX E ALLEGANY COUNTY DEPARTMENT OF SOCIAL SERVICES OVERTIME POLICY AND PROCEDURES

The purpose of this document is to increase clarification and consistency throughout the Department regarding use of overtime in a variety of situations. There are two general types of overtime - planned and unplanned overtime. The approval process for these two types varies slightly.

Planned overtime refers to situations and events for which a worker can reasonably identify the need for overtime during the Department's normal business hours. If, during normal business hours, a worker becomes aware of a situation or event that may give rise to overtime on that or a subsequent business day, it shall be considered planned overtime. The worker is required to notify his supervisor (or an alternate supervisor if his immediate supervisor is not available) of the situation or event giving rise to the request, and to seek the approval of the supervisor for such overtime.

This approval is requested via the Overtime Approval/Denial Record (see attached). The supervisor will indicate either approval or denial of the requested overtime on the form, returning the form to the employee for attachment to the employee's Time and Leave Record. For all approved overtime, the supervisor will also initial the actual Time and Leave Record upon completion and submittal by the employee.

When an employee requests and is *approved for* a *specific number of hours for planned overtime, the employee* is *not to exceed that number of hours without additional supervisory approval.*

Unplanned overtime refers to situations and events that cannot reasonably be identified by a worker during normal business hours. These situations and events are generally of an emergency nature and involve after-hours notification of a problem. Staff responding to such situations must inform the appropriate supervisor of the nature of the emergency and the hours worked on the next business day, receiving supervisory approval at that time. The employee will present his Time and Leave Record to the supervisor at the time of request for after-the-fact approval; supervisory initials on this form will document approval.

From time to time staff throughout the Department may receive telephone calls at their homes from people who receive some type of assistance from the Department. It is important for staff to be able to enjoy their home life free from such distractions, and such calls are therefore to be discouraged.

Whenever possible, after-hours callers should be directed to call the appropriate worker at the office on the next business day, and such calls should therefore be quite brief and not particularly disruptive.

Calls made from an individual directly to a staff member's home are also to be discouraged, and staff are strongly discouraged from providing families with their home phone numbers. Despite a worker's best practices in this area, some families may call the worker at home in a state of actual or perceived crisis. Similarly, workers may receive after-hours calls from individuals or agencies that have appropriately gone through our answering service.

Employees who receive such phone calls at home are eligible for overtime pay to compensate them for the intrusion into their personal lives. Compensation will be calculated as follows:

The employee will be compensated for phone calls accepted after hours as

follows: Each incoming phone call - one-hour straight pay
Outgoing phone calls - no additional pay
The actual cost of outgoing long distance calls is eligible for reimbursement. Requests for same must be submitted on the employee's expense sheet along with a copy of the phone bill.

Employees claiming compensation for after-hours phone calls must so indicate on their time sheets, which must include case identifiers (e.g. case name, answering service, hotline call, etc.).

Should an employee need to leave his home to respond to a crisis situation, he will be eligible for compensation as per the Agreement between Allegany County and AFSCME.

ALLEGANY COUNTY DEPARTMENT OF SOCIAL SERVICES

Overtime Approval/Denial Record

I, _____**approve/deny (circle one)**

_____**to work**_____**hours**

of Overtime on the following date(s)_____

_____

for the following need(s)_____

_____

Supervisory Signature:

_____

Appendix F Allegany DPW Highway Division 4 Day/10 Hour Day Policy and Procedure

1. The annual 4-day/10-hour schedule, Monday through Thursday, will commence upon the termination of the snowplow season and cease with the commencement of the snowplow season. The commencement and termination dates of the 4 day/10-hour schedule will be determined by the Superintendent of Public Works with approval of the County Administrator. The Superintendent of Public Works will provide at least one week's notice of the change in schedule.

2. The workday shall begin at 6:00 a.m. and end at 4:30 p.m.

3. During this period, employees who take a vacation day, a sick day, a personal leave day or a day of compensatory time will be charged 10 hours against the accumulated time he/she has in the relevant category.

4. Pursuant to Article 10, Section 1 of the Collective Bargaining Agreement entitled Family Death, should an employee require bereavement leave as a result of the death of a spouse, child, step-child, mother, father, step- mother, step-father, sister, brother, step-sister, step-brother, domestic partner, or someone living in the employee's household for whom the employee is legal guardian or has legal custody, said employee shall be granted five (5) consecutive work days leave of absence with full pay to make household adjustments and attend funeral services.

   In the event of the death of an employee's grandparents, grandchild, father- in-law, mother-in-law, brother-in-law, sister-in-law, the employee shall be granted three (3) consecutive days leave of absence with full pay.

5. During this period, Memorial Day, Juneteenth, Independence Day, Labor Day and Columbus Day will be celebrated. Employees affected by this understanding will be compensated 10 hours of Holiday Pay. All affected employees shall have these days off with pay. Should a holiday be celebrated on a Friday affected employees will receive 8 hours of Holiday pay.

Appendix G Hazardous Materials Endorsement Reimbursement

MEMORANDUM OF UNDERSTANDING

By and between Allegany County and Local 2574 AFSCME

An Allegany County DPW employee who passes the NYS Department of Motor Vehicles test and receives a new, or renews, an existing Class A, or Class B Commercial Driver License having a Hazardous Materials Endorsement will be reimbursed the Hazardous Materials Endorsement fee.

Appendix H Snow and Ice Agreement

The terms of the attached Snow and Ice Agreement shall continue in full force and effect and will only be adjusted annually insofar as it is necessary to correspond with the snow removal season.

SNOW AND ICE AGREEMENT PROPOSAL (AF.S.C.M.E. UNION)

NOTWITHSTANDING THE PROVISIONS OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT, THE FOLLOWING AGREEMENT IS ENTERED INTO AND WILL BE INCORPORATED INTO ANY SUCCESSOR COLLECTIVE BARGAINING AGREEMENT:

The primary intent of the Snow and Ice Agreement is to regulate and equitably distribute snow plowing overtime hours among qualified operators and to establish other terms and conditions concerned with Snow & Ice:

Operators, as used in this agreement, means employees of the Department of Public Works designated and qualified to plow snow and remove ice.

1. A morning shift beginning 4:00 AM and ending 12:30 PM, Monday through Friday, and an afternoon shift beginning at 1:30 PM and ending at 10:00 PM, Monday through Friday to include a half-hour unpaid meal break.

2. A shift shall consist of up to 3 - 6 operators and one (1) mechanic.

3. Shift positions shall be bid on or before Wednesday 11/02/16 as seasonal snowplow operators and awarded to the most senior qualified employees with shift preference given by seniority.

4. Operators and mechanics will be paid at grade 15, step 7.

    a. Any employee currently at grade 15, step 7, will receive the shift differential per CBA if working a shift. Any employee whose current hourly pay rate is higher than a grade 15, step 7 shall be paid their current pay rate.

5. The snow and ice season schedule will commence upon the termination of the DPW Highway Division 4 Day/10-Hour Day schedule and will cease with the commencement of the DPW Highway Division 4 Day/10-Hour Day schedule. The commencement and termination dates of the snow and ice season schedule will be determined by the Superintendent of Public Works with approval of the County Administrator. The Superintendent of Public Works will provide at least one week's notice of the change in schedule. An emergency call-in will not constitute a waiver of notice.

6. Overtime will be rotated among operators beginning with the most senior operator and ending with the least senior operator, then the operator with the least number of hours to his credit including refusals. The rotation list by seniority, once established,

shall not be changed for any reason excluding bereavement as identified in the CBA. Refusals count as time worked with the exception that if the employee is not signed up for on-call and is contacted and refuses, it will not count as a refusal.

7. Operators for the overtime list will be designated from a sign-up sheet to be posted no later than the third Monday of October. Employees must qualify and be given ample opportunity to do so and sign up by the fourth Monday in October.
    a. Mechanics for the overtime list will be designated from a sign-up sheet to be posted no later than the third Monday of October. Employees qualify and be given ample opportunity to do so and sign up by the fourth Monday of October.

8. Typical duties will be outlined on the attachment.

9. The County will abide by the attached statement on One Person Plowing.

10. Equalization of overtime:

a) all snow and ice overtime for participating employees shall be equalized within 8 hours
b) non-snow and ice overtime shall not be included in the equalization
c) overtime hours credited equals overtime hours paid
d) overtime refusals equals overtime hours credited with the exception of refusals by employees called who are not on call
e) union negotiating committee and DPW Chief Steward to receive bi- weekly overtime report (6 copies = 5 to committee and 1 to DPW Chief Steward)
f) operators who quit plowing with written notification of such prior to the end of the season will not be equalized; any employee who is off due to a worker's compensation injury for four (4) weeks or less will be included in the equalization.
g) operators electing compensatory time may carry such time to December 31 of the winter following the season the compensatory time was earned.
h) On-call time shall be rotated between 5:00 a.m. -1:00 p.m.; 1:00 p.m. - 9:00 p.m.; employee be compensated 4-hours straight time per shift taken in either pay or compensatory time; should an employee not be available, on-call time will not be paid; any time worked by another employee be charged against the on-call employee that refused as overtime worked. Two consecutive refusals without a medical excuse from a doctor will result in the removal from the equalization list for the remainder of the season. If an employee Is on-call and <u>one</u> on-call opportunity is missed, the employee is not eligible for equalization and will be removed from the on- call list.
i) equalization pay will be received no than the 2nd paycheck after the termination of the agreement.
j) either party can request a meeting to discuss any problems that may arise during the course this agreement
k) the County reserves the right to assign overtime work for purpose of equalization up to the third Friday of April.
l) any schedule changes must be mutually agreed upon between the union negotiations committee

and management.

This Agreement shall remain in full force and effect until parties negotiate a new Snow and Ice Agreement.

FOR THE COUNTY:

Timothy T. Boyde
County Administrator

Guy R. James
Superintendent

FOR THE UNION:

Liz Gugino, President

Mindy Herman

Dean Foster

David Szucs

Donna Dean

QUALIFICATIONS SNOW PLOW DRIVERS

1. Must possess a valid New York State Class B CDL Driver's License with airbrake endorsement

AND

2 Successful completion of County evaluation performed by the County representative

AND

3.Physically able to meet the demands of the job duties

QUALIFICATIONS
FOR MECHANICS

1. Must hold or have held a mechanics position within the department.

TRAINING PROGRAM

I. Orientation with qualified plower designated by management. Orientation will consist of familiarizing a trainee with the equipment and operation of the equipment prior to actual snowplowing.

II. Actual on the job with a qualified plower designated by management. A minimum of three sessions with two (2) qualified drivers will be required to evaluate a trainee's performance. Past years training sessions by qualified drivers will count toward the three sessions as outlined in Section II of the Training Program.

III. Understanding of County written plowing policies.

TYPICAL WORK ACTIVITIES ASSOCIATED WITH SNOW AND ICE REMOVAL

Operates specialized equipment designed to reduce or eliminate snow, ice and slush from roadways, driveways and parking lots;

Operates an over-the-road truck equipped with a snowplow, a wing blade and/or a sander box;

Obeys traffic rules for emergency vehicles engaged in snow and ice

removal; Ensures equipment is in good operating order by reporting

problems to supervisor;

Performs routine maintenance and assists mechanics on associated equipment;

Operates equipment in a safe, efficient and effective manner according to instructions and manufacturers specifications;

Coordinates eye, hand and foot movement to safely operate equipment;

Loads pre-mixed or specified mixture ratio of sand, salt and similar materials into mechanical hoppers utilizing equipment such as front-end loaders. This is non-precedent setting within the confines of the Snow and Ice agreement;

Maintains radio contact at designated times to specified call stations assuming proper operation of communication equipment;

Reports emergencies;

Maintains operating logs and records;

Does related highway work activities as required. OPP STATEMENT

1. Drivers are to exercise extreme caution when performing all duties associated with snow and ice removal. This includes, but Is not limited to, backing up, loading, checking loads and maneuvering around obstacles.

2. During lane clearing operations, it is managements objective to clear the lane to the edge of the pavement. This can be accomplished by making two (2) passes with the main plow or with the main plow and wing. This will be at the driver's discretion.

3. Winging back and benching operation shall be performed during times of good visibility and utilizing two operators.

The safety of both operators and the public is our primary goal. To achieve this, drivers are encouraged to take their time and slow down.

Appendix I Probation Schedule

Title	Monday	Tuesday	Wednesday	Thursday	Friday
Senior Probation Officer	8:00 - 3:30	8:00 - 3:30	8:00- 3:30	8:00 - 3:30	8:00 - 3:30
Senior Probation Officer	8:00 - 3:30	8:00- 3:30	8:00 - 3:30	8:00- 3:30	8:00- 3:30
Senior Probation Assistant	8:30-4:00	8:30-4:00	8:30-4:00	8:30-4:00	8:30-4:00
Probation Officer	8:30-4:00	8:30-4:00	8:30 -4:00	8:30-4:00	8:30-4:00
Probation Officer	8:30-4:00	8:30-4:00	8:30-4:00	8:30-4:00	8:30 -4:00
Probation Officer	8:30 -4:00	8:30-4:00	8:30-4:00	8:30 - 4:00	8:30-4:00
Probation Officer	8:30 -4:00	8:30-4:00	8:30-4:00	8:30 - 4:00	8:30-4:00
Probation Officer	8:30 -4:00	8:30-4:00	8:30-4:00	8:30-4:00	8:30 -4:00
Probation Officer	8:30 -4:00	8:30-4:00	8:30 -4:00	8:30-4:00	8:30-4:00
Probation Officer	8:30 -4:00	8:30-4:00	8:30 -4:00	8:30-4:00	8:30-4:00
Probation Officer	8:00 - 3:30	8:00 - 3:30	8:00 - 3:30	8:00- 3:30	8:00- 3:30
Probation Officer	8:00 - 3:30	8:00 - 3:30	8:00 - 3:30	8:00- 3:30	8:00 - 3:30
Senior Account Clerk Typist	8:00-3:30	8:00- 3:30	8:00 - 3:30	8:00 - 3:30	8:00 - 3:30
Account Clerk Typist	8:30-4:00	8:30-4:00	8:30-4:00	8:30-4:00	8:30-4:00
Senior Typist	8:30 -4:00	8:30-4:00	8:30 -4:00	8:30-4:00	8:30-4:00
Typist	8:30 -4:00	8:30-4:00	8:30-4:00	8:30-4:00	8:30-4:00

Appendix J WIC Schedule

Every Third Month WIC SCHEDULE (after Covid ~April 2022) Jan, April, July, & Oct

Month	Worker	Monday	Tuesday	Wednesday	Thursday	Friday
Week 1	Clerk 1	8:30-4	8:30-4	8:00- 3:30	8:30-4	8:30-4
	Clerk 2	8:30-4	8:30-4	8:30-4	8:30-4	8:30-4
	Nutritionist	8:30-4	8:30-4	8:30-4	8:30-4	8:30-4
	Nutritionist	8:30-4	8:30-4	8:30-4	8:30-4	8:30-4
Week2	Clerk 1	8:30-4	8:00- 3:30	8:30-4	10:30-6	8:30-4
	Clerk 2	8:30-4	8:30-4	8:30-4	8:30-4	8:30-4
	Nutritionist	8:30-4	8:00- 3:30	8:30-4	10:30-6	8:30-4
	Nutritionist	8:30-4	8:30-4	8:30-4	8:30-4	8:30-4
Week3	Clerk 1	8:30-4	8:30-4	8:30-4	8:30-4	8:30-4
	Clerk 2	8:30-4	8:30-4	8:30-4	8:00-3:30	8:30-4
	Nutritionist	8:30-4	8:30-4	8:30-4	8:30-4	8:30-4
	Nutritionist	8:30-4	8:30-4	8:30-4	8:30-4	8:30-4
Week4	Clerk 1	10:30-6	8:30-4	8:30 -4	8:30-4	8:30-4
	Clerk 2	10:30-6	8:30-4	8:30-4	10:30-6	8:30-4
	Nutritionist	10:30-6	8:30-4	8:30-4	8:30-4	8:30-4
	Nutritionist	10:30-6	8:00-3:30	8:30-4	10:30-6	8:30- 4
TOT OT Hrs		0	0	0	0	0

Every Other Month (After Covid ~ April 2022) Feb, April, June, Aug, Oct, & Dec.

Month	Worker	Monday	Tuesday	Wednesday	Thursday	Friday
Week 1	Clerk 1	8:30-4	8:30-4	8:00-3:30	8:30-4	8:30-4
	Clerk 2	8:30-4	8:30-4	8:30-4	8:30-4	8:30-4
	Nutritionist	8:30-4	8:30-4	8:30-4	8:30-4	8:30-4
	Nutritionist	8:30-4	8:30-4	8:30-4	8:30-4	8:30-4
Week2	Clerk 1	8:30-4	8:30-4	8:30-4	10:30-6	8:30-4
	Clerk 2	8:30-4	8:30-4	8:30-4	8:30-4	8:30-4
	Nutritionist	8:30-4	8:30-4	8:30-4	10:30-6	8:30-4
	Nutritionist	8:30-4	8:30-4	8:30-4	8:30-4	8:30-4
Week 3	Clerk 1	8:30-4	8:30-4	8:00-3:30	8:30-4	8:30-4
	Clerk 2	8:30-4	8:30-4	8:00-3:30	8:00-3:30	8:30-4
	Nutritionist	8:30-4	8:30-4	8:00-3:30	8:30-4	8:30-4
	Nutritionist	8:30-4	8:30-4	8:00- 3:30	8:30-4	8:30-4
Week4	Clerk 1	10:30-6	8:30-4	8:30-4	8:30-4	8:30-4
	Clerk 2	10:30-6	8:30-4	8:30-4	10:30-6	8:30-4
	Nutritionist	10:30-6	8:30-4	8:30-4	8:30-4	8:30-4
	Nutritionist	10:30-6	8:00-3:30	8:30-4	10:30-6	8:30-4
TOT OT Hrs		0	0	0	0	0

Appendix K Memorandum of Agreement Emergency Service Dispatchers
August 26, 2022

Memorandum of Agreement

The following represents a Memorandum of Agreement (hereinafter called "MOA") between Allegany County, New York (hereinafter called "the County"), and New York Council 66 and Local 2574, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter called "the Union").

WHEREAS, the Parties previously entered into a MOA for Emergency Service Dispatchers, dated December 21, 2016; and

WHEREAS, the Parties now wish to amend the 2016 MOA in its entirety to reflect an agreement to change the work day of Emergency Service Dispatchers from an eight-hour work day to a twelve-hour workday; and

WHEREAS, some of the terms of the underlying Agreement between the parties, dated May 25, 2022, and in effect from January 1, 2022, through December 31, 2026, must also be modified to describe a twelve-hour work day which did not exist at time that Agreement was entered into; and

Now, therefore, in consideration of the Parties' mutual promises, the Parties agree to the following:

I. The entire MOA for Emergency Services Dispatchers dated December 21, 2016, shall be amended, all of its original provisions shall be replaced with the following provisions:
    1. Notwithstanding the ordinary scheduling provisions of Article 3 of the Parties' collective bargaining agreement, the scheduling of full-time Emergency Service Dispatchers will proceed in the manner generally consistent with the chart attached hereto and made a part hereof as Exhibit A.
    2. The Parties agree and acknowledge that full-time Emergency Service Dispatchers have already bid on regular shifts. Full-time Emergency Service Dispatcher employees may only rebid on shifts, no more frequently than once a calendar year, if any full-time Emergency Service Dispatcher requests, prior to December 1st, a rebidding process for a new schedule for the following year. A rebidding process will take place if a full-time Emergency Service Dispatcher vacancy is created through resignation, retirement, termination of employment, or upon creation of a new position.
    3. If an Emergency Service Dispatcher employee fails to show up, for any reason, for non-mandated overtime work previously accepted, then he/she will be charged time and one half (1-1/2) against their accrued leave.
    4. Shifts that are available or uncovered by the bidding process will be assigned to part-time personnel at regular rates of pay. Any such shifts that are not ultimately covered by part-time employees at that stage will be assigned to full-time employees through the full-time overtime wheel.
    5. If, after no full-time Emergency Service Dispatcher covers a shift after the full-time overtime wheel is exhausted, then the shift may then be assigned to a part-time Emergency Service Dispatcher employee at regular rates, except insofar as it represents time in excess of 40 hours in a week. If no full-time and/or part-time Emergency Service Dispatcher accepts the shift through the overtime wheel, then the shift may be divided in half between full-time and part-time Emergency Service Dispatcher employees.

6. If a shift vacancy occurs and it is not filled, then the County shall be given the ability to mandate a full-time Emergency Service Dispatcher employee to work that shift. It shall not require him/her to work more than 16 hours in a 24-hour period. The mandate wheel is set by seniority, with the most senior full-time Emergency Service Dispatcher employee at the top, and the least senior at the bottom. This wheel rotates from bottom to top as a mandate occurs.
7. Minimum staffing will be set to include at least three total personnel, including at least one shift supervisor. If staffing falls below these levels, then administration shall mandate to fill vacancies.
8. Shift swaps may be permitted, upon approval of the County, but only within the same pay period and with no overtime incurred. In the event a request for a shift-swap is denied, then the Emergency Service Dispatcher employee may pursue the request through the appropriate chain of command. Shift swaps shall be permitted between any Emergency Service Dispatcher employees. If an Emergency Service Dispatcher employee fails to show up for a swap for any reason, then the employee will be charged the time agreed to in the swap from his/her leave credit for that shift swap, unless he/she has arranged for another employee to cover those hours. The last documented Emergency Service Dispatcher employee responsible to cover the swap will be charged the time agreed to in the swap from his/her leave credit.
9. Part-time Emergency Service Dispatcher employees will not be regularly scheduled for 40 hours a week, except where necessary to ensure the safety of the public and/or the continued full operation of the dispatching unit.

II. Notwithstanding the language of Article 3 (Hours of Work), Emergency Service Dispatchers are subject to the following modifications:

A. Section 1. Regular Hours: The regular hours of work each day shall be consecutive. References to consecutive hours of work in the balance of this Article shall be construed to include meal breaks and rest periods.

The hours of work within the 911 dispatch center are twenty-four (24) consecutive hours.

B. Section 3. Work Week: The work week shall consist of seven (7) consecutive days, Saturday through Friday inclusive.

C. Section 4. Work Day: Twelve (12) hours of work within the twenty-four (24) hours period shall constitute the regular workday.

D. Section 5. Work Shift: All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time. There will be two work shifts. Generally, Shift One (1) shall start at 8:00 a.m. and quit at 8:00 p.m and Shift Two (2) shall start at 8:00 p.m. and quit at 8:00 a.m. Deviations from those regular starting and quitting times are depicted in the schedule chart attached hereto as Exhibit A and as set forth herein.

E. Section 6. Work Schedule: Scheduling of full-time Emergency Service Dispatchers will proceed in the manner generally consistent with the chart attached hereto and made a part hereof as Exhibit A.

Work schedules may be changed upon 10 working days' notice to affected

employees. Due to the nature of the work performed by some employees, a flexible work schedule may be needed. These employees may have their regular hours flexed when needed. They will earn overtime or compensatory time only when they have worked more than forty (40) hours during a work week. Prior to work schedule changes, the County will discuss the change with the Union.

III. Notwithstanding the language of Article 4 (Reporting Time), Emergency Service Dispatchers are subject to the following modifications:

A. Section 3. Premium Rates of Pay: Time and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid for all work in excess of forty (40) hours in a work week.

(f) Employees may accumulate and maintain a maximum balance of eighty-four (84) hours of compensatory overtime. All additional overtime worked will be paid at the appropriate rate.

IV. Notwithstanding the language of Article 7 (Holidays), Emergency Service Dispatchers are subject to the following modifications:

A. Section 1. Holidays Recognized and Observed:

(a) Regardless of when the remainder of the County workforce observes a holiday, the following days shall be recognized and observed as paid holidays:
New Year's Day (First day of January)
Dr. Martin Luther King, Jr., Day (Third Monday of January)
President's Day (Third Monday of February)
Memorial Day (Last Monday in May)
Juneteenth (June 19th)
Independence Day (Fourth Day of July)
Labor Day (First Monday of September)
Columbus Day (Second Monday of October)
Veterans' Day (The Eleventh Day of November)
Thanksgiving Day (The Fourth Thursday in November)
Day after Thanksgiving Day (The Friday after Thanksgiving)
Christmas Eve*
Christmas Day (The Twenty-Fifth Day of December)

*The County has the option of allowing Christmas Eve to be treated as an observed holiday so long as Christmas and Christmas Eve both fall during the normal work week of Monday through Friday. For years where either Christmas or Christmas Eve falls on a weekend, Christmas Eve will not be observed as a holiday.

B. Section 3. Holiday Pay:

(a) Eligible employees who perform no work on a holiday shall be paid twelve (12) hours of pay for each of the holidays on which they perform no work.

(b) Eligible employees shall not be paid the current daily rate of pay as outlined in the current subdivision (b) of Section 3.

C. Section 4. Holiday Work:
If any employee works on any of the holidays listed, he/she shall be paid this holiday pay in addition to their straight pay for time. No premium time will be paid for regular hours worked on a holiday.

V. Notwithstanding the language of Article 8 (Vacations), Emergency Service Dispatchers are subject to the following modifications:

A. Section 1. Choice of Vacation Period:

(a) Except in case of an emergency, an employee shall give at least a one (1) week advance notice of a vacation request for less than two (2) weeks in length, and at least a two (2) week advance notice of a vacation request for two (2) weeks or more. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, then the employee with the greater seniority shall be given his/her choice of vacation period in the event of any conflict over vacation period. The number of employees on vacation or other form of leave cannot exceed one employee per shift, unless approved by the Department Head in his/her discretion.

(b) 50% of all accrued vacation requests shall be bid (based on seniority) by November 1, 2023 for calendar year 2024 requested leave. This process shall continue for the life of the contract.

(c) An employee shall be entitled to accumulate up to a maximum of three hundred sixty (360) hours' vacation at any time except that if an employee has postponed his vacation at the request of the Employer, or upon resolution of the Legislature, this section will be waived.

B. Section 5. Vacation Schedule:
All employees covered by this Agreement shall be entitled to the following consecutive vacation period upon completion of their probationary periods:

First (1st) anniversary date to sixth (6th) anniversary date: eighty (80) hours, credited on each anniversary date.

Seventh (7th) anniversary date to eleventh (11th) anniversary date: one hundred thirty-six (136) hours, credited on each anniversary date.

Twelfth (12th) anniversary date to the nineteenth (19th) anniversary date: one hundred sixty-eight (168) hours, credited on each anniversary date.

Twentieth (20th) anniversary date to the twenty-fourth (24th) anniversary date: one hundred eighty-four (184) hours, credited on each anniversary date.

Twenty-fifth (25th) anniversary date forward: two hundred (200) hours, credited on each anniversary date.

Vacation credits shall be used only in half-hour (1/2 hour) segments.

C. Section 6. Vacation Sell Back:
An employee may choose to sell back up to eighty (80) vacation hours. Such selection must be made in writing by the employee to the Human Resources Office no later than November 1. In the event that November 1 is not a day when the County is open for regular business, the selection shall be made by the close of business on the business day immediately prior to November 1. Payment will be made no later than the final paycheck of the calendar year.

VI. Notwithstanding the language of Article 10 (Paid Leaves), Emergency Service Dispatchers are subject to the following modifications:

A. Section 1. Family Death:

(a) In the event of any employee's spouse, children, stepchildren, mother, father, stepmother, stepfather, sister, brother, stepsister, stepbrother, domestic partner, or someone living in the employee's household for whom the employee is legal guardian or has legal custody, the employee shall be granted forty (40) hours leave of absence with full pay to make household adjustments and attend funeral services. In the event of the death of an employee's grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, or sister-in-law, the employee shall be granted twenty-four (24) hours leave of absence with full pay to make household adjustments and attend funeral services.

(b) If the death occurs prior the employee's shift, the hours of that shift will be counted. If the death occurs after the employee reports for work, the hours of that shift shall not be counted as one of the forty (40)/twenty-four (24) hours unless the employee chooses to utilize bereavement time instead of using other accrued leave. Hours occurring outside of an employee's regularly scheduled shift are not to be considered as part of the forty (40)/twenty-four (24) hours.

B. Section 2. Personal Leave:

Employees with less than ten (10) years of services shall be entitled to twenty-four (24) personal leave hours. Employees with ten (10) years of service shall be entitled to thirty-two (32) personal leave hours. Employees with twenty (20) years of service or more, shall be entitled to forty (40) personal leave hours; after each year of service non-accumulative, to be used whenever needed. Arrangements for such leave shall be made by the employee at least forty-eight (48) hours in advance, except in case of emergency. Such leave shall be granted without loss of pay, and shall not be deducted from vacation accruals or any other leave benefits. Personal leave may be taken in half (1/2) hour segments. Any unused personal leave shall be added to the employee's accumulated sick leave at the end of each year. Accumulated Personal Leave shall not be payable at the time of termination of employment whatsoever the reason for such termination.

VII. Notwithstanding the language of Article 11 (Sick Leaves), Emergency Service Dispatchers are subject to the following modifications:

A. Section 1. Allowance:

(c) Employees shall be allowed eight (8) hours of sick leave for each month of service. Sick leave shall be earned by an employee for any month in which the employee is compensated for twenty (20) or more hours of work.

(d) An employee may be required by the Employer to produce a doctor's certificate for either proof of sickness or fitness for duty under the following conditions:

1. After three (3) consecutive regularly scheduled shifts of sickness or disability.
2. If a surgery has been performed.
3. Following any emergency treatment.

B. Section 3. Accumulation
An employee may choose to sell back up to eighty (80) sick hours. Such selection must be made in writing by the employee to the Human Resources Office no later than November 1. In the event that November 1 is not a day when the County is open for regular business, the selection shall be made by the close of business on the business day immediately prior to November 1. Payment will be made no later than the final paycheck of the calendar year.

VIII. Article 13. Wages and Classifications
Section 1. Wage Schedule and Classifications

Full-time dispatchers will be compensated in accordance **to** the schedule attached hereto as Exhibit B and as set forth herein.

IX. Notwithstanding the language of Article 19 (General Provisions), Emergency Service Dispatchers are subject to the following modifications:

A. Section 9. Shift Differential:
No shift differential will be paid.

X. To the extent there are any outstanding improper practice charges, grievances, or other claims relating to the scheduling, staffing, and compensation of 911 dispatchers, the Union will take all necessary action to withdraw such charges, grievances, and other claims, with prejudice. The Union agrees not to file any charges, grievances, or claims for any scheduling, staffing, and compensation issues relating to the 911 dispatchers that arose prior to the Parties' execution of this Agreement. The Union, however, retains its right to challenge any events and occurrences that take place following the execution of this Agreement.

XI. This Agreement may be amended or modified only by a written agreement signed by the Parties. It shall continue in effect despite the Parties agreement upon any successor collective bargaining agreements, except where the Parties specifically agree, in writing, to do otherwise. This Agreement is without precedent and is being entered into on a one-time basis only. This Agreement may not be introduced at any arbitration hearing or other proceeding, except in a proceeding to enforce its terms. This Agreement is not intended to represent an admission by the County that the collective bargaining agreement was violated or that the County engaged in any wrongdoing.

FOR THE COUNTY:

Philip G. Stockin, Chairman

11-23-22
Date

Ricky L. Whitney, Sheriff

11/23/22
Date

FOR THE UNION:

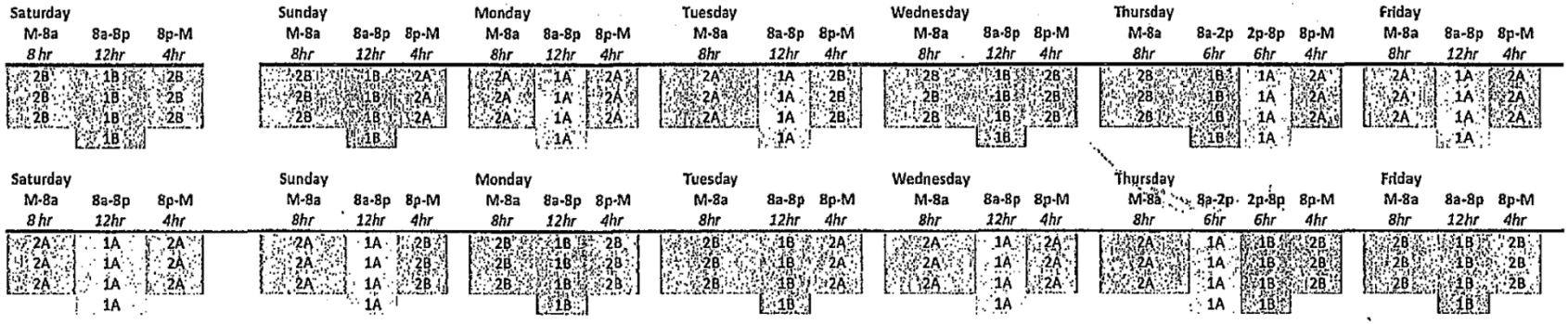
Lori Brown, President

11/23/22
Date

Exhibit A

E911 proposed 12 hour/hybrid shift schedule 52022
14 day payperiod starts at Saturday Midnight ends Friday Midnight
AFSCME **tlross 7822**

based on Wayne Counties Schedule
modification Andy Bigelow 6/29/2022 at meeting with AFSCME
CHANGED Thursday Friday and modified shifts assignments



	week 1	week 2
1A 4 employees	42	42
1B 4 employees	42	42
2A 3 employees	40	44
2B 3 employees	44	40

Exhibit B

Year **NEW 2024 1.5%**

ALLEGANY COUNTY
AFSCME SALARY PLAN

40 HOURS / WEEK

2096 HOURS / YEAR

GRADE	BASE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	Average Increment
1-E911	$ 24.9983	$ 25.7483	$ 26.5207	$ 27.3164	$ 28.1358	$ 28.9800	$ 29.8493	$ 30.7448	$0.8209
2-E911	$ 26.4982	$ 27.2931	$ 28.1119	$ 28.9553	$ 29.8240	$ 30.7188	$ 31.6403	$ 32.5895	$0.8702

Exhibit B

Year 2025
2.5%

ALLEGANY COUNTY
AFSCME SALARY PLAN *12HR*

40 HOURS / WEEK

2096 HOURS / YEAR

GRADE	BASE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	Average Increment
1-E911	$25.6233	$26.3920	$27.1837	$27.9993	$28.8392	$29.7045	$30.5955	$31.5134	$0.8414
2-E911	$27.1607	$27.9754	$28.8147	$29.6792	$30.5696	$31.4868	$32.4313	$33.4042	$0.8919

Exhibit B

Year 2026
2.5%

ALLEGANY COUNTY
AFSCME SALARY PLAN

40 HOURS / WEEK

2096 HOURS / YEAR

GRADE	BASE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	Average Increment
1-E911	$26.2639	$27.0518	$27.8633	$28.6993	$29.5602	$30.4471	$31.3604	$32.3012	$0.8625
2-E911	$27.8397	$28.6748	$29.5351	$30.4212	$31.3338	$32.2740	$33.2421	$34.2393	$0.9142

Appendix L MEMORANDUM OF UNDERSTANDING Department of Social Services On-Call Pay

The parties, Allegany County ("the County') and AFSCME, New York Council 66 - Local 2574 ("the Union") hereby agree to the following regarding Department of Social Services ("DSS") CPS and Senior Case Managers on-call pay:

1. Effective January 1, 2022, DSS CPS and Senior Case Managers workers will receive a $2.00 an hour stipend per day during the period that they are on- call.
2. This stipend will be in addition to the current additional pay that CPS and Senior Case Managers workers already receive by being classified as Senior Caseworkers or Senior Case Managers.
3. All other previously negotiated pay for actual calls received and overtime worked will remain in effect.
4. On-call CPS and Senior Case Managers workers are responsible for checking the working status of the cell phone or landline before the on-call period begins and maintain it in an operational mode at all times. As applicable, they will stay within range of the device in order to answer any potential calls.
5. On-call CPS and Senior Case Managers workers will be required to respond to all issues. It is expected that all calls will be responded to within one (1) hour and that on-call staff will be able to respond in person in a reasonable amount of time should a call out be necessary. Failure to respond may result disciplinary action unless it is determined that there was an appropriate reason for such failure. The Commissioner of Social Services or her designee will make such determinations. If it is determined that disciplinary action is warranted, the Commissioner of Social Services or her designee will meet with the Union President to discuss the matter. Any disputes concerning such disciplinary action may be addressed by following the procedure outlined in the collective bargaining agreement under Article 17, Settlement of Disputes.
6. The current phone tree procedure will be utilized if the primary on-call individual is unable to respond based on unforeseen circumstances. Supervisors will be made aware of and/or approve these unforeseen circumstances.
7. This agreement is being entered into on a one-time basis only. Nothing contained herein will be considered by the parties or by any other bargaining unit member to form a practice or precedent that binds or effects in any way the County's discretion or authority in the future, consistent with the collective bargaining agreement; nor does it waive the

Union's right to grieve violations of the same.

8. This agreement may be amended or modified by a written agreement signed by the parties. The foregoing is agreed to by and between the Parties.

ARTICLE 25 TERMINATION AND MODIFICATION

This agreement shall be effective as of the 1st day of January 2024 and shall remain in full force and effect until the 31st of December 2026. It shall be automatically renewed from year to year thereafter unless either part shall notify the other in writing one hundred eighty (180) days prior to the termination date it desires to modify this Agreement. In the event that such notice is given, negotiations shall commence not later than one hundred twenty (120) days prior to the termination date.

In witness whereof, the parties hereto have set their hands this **11th** day of June 2024.

For New York Council 66 and
Local 2574 for Allegany County;
American Federation of State,
County and Municipal Employees,

AFL-CIO:

AFSCME Local 2574 President

AFSCME Local 2574 Vice President

Committee Chair

Committee Member

Committee Member

New York Council 66

For Allegany County:

Chairman,
Allegany County
Board of Legislators