AGREEMENT

Between

The County of Allegany

and

P.E.F. – Division #514
Public Employees Federation

January 1, 2020 – December 31, 2025

Table of Contents

PREAMBLE 4
ARTICLE 1 – RECOGNITION 4
ARTICLE 2 -UNION SECURITY 3
ARTICLE 3 - HOURS OF WORK 4
ARTICLE 4 - REPORTING TIME 6
ARTICLE 6 - WORK FORCE CHANGES 8
ARTICLE 7- HOLIDAYS 11
ARTICLE 8 -VACATIONS 12
ARTICLE 9 - LEAVES OF ABSENCE 14
ARTICLE 10 - PAID LEAVES 15
ARTICLE 11 - SICK LEAVE 16
ARTICLE 12 - UNPAID LEAVES 19
ARTICLE 13 - WAGES AND CLASSIFICATIONS 19
ARTICLE 14 – HOSPITALIZATION AND MEDICAL BENEFITS 21
ARTICLE 15 - DISABILITY INSURANCE 27
ARTICLE 16 - RETIREMENT PLAN 27
ARTICLE 17 - SETTLEMENT OF DISPUTES 27
ARTICLE 18 - REMOVAL AND OTHER DISCIPLINARY ACTION 29
ARTICLE 19 -GENERAL PROVISIONS 30
ARTICLE 20 - STRIKES AND LOCKOUTS 32
ARTICLE 21 - SAVINGS CLAUSE 32
ARTICLE 22 - TOTAL AGREEMENT 33
ARTICLE 23 - STATUTORY PROVISIONS 33
ARTICLE 24 - MANAGEMENT'S RIGHTS 33
ARTICLE 25 - TERMINATION AND MODIFICATION 34
Appendix A – 2020 PEF Salary Table 36
Appendix B – 2021 PEF Salary Table 38
Appendix C – 2022 PEF Salary Table 40
Appendix D – 2023 PEF Salary Table 42
Appendix E – 2024 PEF Salary Table (Old Rates) 44
Appendix E – 2024 PEF Salary Table (New Rates) 46
Appendix F – 2025 PEF Salary Table 48
Appendix G – Salary Grades 50
Appendix H – DPW Alternate Work Schedule 52
Appendix I – Snow and Ice Agreement 53
APPENDIX J - On-Call Procedures and Compensation 36

PREAMBLE

This Agreement entered into by the County of Allegany, New York hereinafter referred to as the Employer or the County, and the Public Employees Federation, AFL-CIO, hereinafter referred to as the Union or PEF, 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, pursuant to the Civil Service Law §204, recognizes the Public Employees Federation, AFL-CIO, as the exclusive representative for collective negotiations with respect to salaries, wages, hours, and other terms and conditions of employment of employees listed below and similar positions hereafter created. The terms "employee" or "employees" as used in this Agreement shall mean only employees serving in positions in such unit. The bargaining unit shall not include any part-time employees. A part-time employee is an employee whose combined employment for Allegany County serving in any of the titles listed below is 50% or fewer hours in the standard workweek.

The County and PEF agree, pursuant to Civil Service Law §208, that PEF shall have unchallenged representation status for the maximum period permitted by law on the date of ratification of this Agreement.

The County will maintain all benefits enjoyed by members of the bargaining unit on the date of ratification of this Agreement, unless otherwise specified herein.

The PEF bargaining unit covered by this Agreement shall consist of the following titles:

Accountant
Assistant Director of Community Services
Assistant General Supervisor
Automotive Mechanic Supervisor
Bridge Construction Supervisor
Case Supervisor Grade B
Children's Services Director
Coordinator, Employment and Training Program
Coordinator, Physically Handicapped Children's Program
Coordinator, Services for the Aging
County Engineer
County Historian
Department of Public Works Fiscal Manager
Director of Administrative Services
Children's Services Director
Director of Environmental Health
Director of Patient Services
Director of Temporary Assistance
Director of Weights and Measures
Equipment Supervisor
General Supervisor
Intensive Case Manager
Junior Engineer
Landfill Supervisor
Maintenance Supervisor
Nutrition Services coordinator
Office Manager (Community Services Agency)
Office Manager (Health Department)
Officer Manager (Worker's Compensation)
Preschool Program Coordinator
Quality Coordinator
Principal Social Welfare Examiner
Probation Supervisor
Secretary to District Attorney (Competitive)
Secretary to the Public Defender
Secretary to Public Health Director
Senior Accountant
Senior Engineering Technician
Senior Tax Map Technician
Supervising Public Health Nurse
Supervisor of Child Support Enforcement
Supervisor of Public Health Education
Tax Assessment Supervisor
WIC Program Coordinator

ARTICLE 2 -UNION SECURITY

Section 1. Dues and Insurance Check-off

(a) The Employer agrees to deduct membership dues/agency shop fee; contributions to the flexible spending plan; premiums for voluntary benefits the following types of insurance: auto, homeowners, long and short-term disability, life; and the legal plan sponsored by the Union for employees. No other employee organization shall be accorded any such payroll deduction privilege for employees.

(b) The Employer shall remit the total of all payroll deductions by direct deposit each pay period to the Union's designee for this purpose. The Employer shall transfer such payment no later than ten (10) days after the payroll pay date.

(c) Dues, contributions to insurance premium authorization cards for check-off 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. Existing employees will continue, without interruption, to have payroll deduction of Union Dues without having to execute any new authorization form. For new employees, Union Dues shall be deducted from payroll in the same manner as existing employees after the proper authorization form has been signed by the new employee and received by Human Resources.

f) On or before the tenth (l0th) of every such month, the Employer shall remit to the Union's designee a list of employees from whom dues have been deducted and a list of employees from whom agency shop fees have been deducted.

Section 2. 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.
No posting shall be obscene, or defamatory of any County employee or official.

Section 3. 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 4. Notification of New Employees

The Employer agrees to submit to the Council Leader, within seven business days of each new bargaining unit member's first day of work, the name of the employee hired, his or her job classification, and whether his or her employment is on a permanent, provisional, seasonal, or temporary basis.

Section 5. Council Leader and Stewards

The Council Leader and stewards shall be granted reasonable time off without loss of time or pay to conduct Union business provided the department head is notified. Employees conferring with the Council Leader or Stewards shall notify their respective department heads. Time off for this purpose will be subject to the approval of the department head and will not be unreasonably denied.

Section 6. Negotiations

The Union Negotiating Committee shall not exceed five (5) people. The Union Negotiating Committee shall suffer no loss of time or pay for meetings held during normal working 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.

Section 2. Department of Public Works Alternate Work Schedule

The alternate work schedule shall apply to Department of Public Works field employees, including County Engineer and Senior Engineer Technician but excluding Landfill Supervisor, Fiscal Manager and Maintenance Supervisor pursuant to Appendix I. Department of Public Works field employees will work Monday through Thursday, 6:00 a.m. to 4:30 p.m. or other four-day/forty-hour workweek as mutually agreed to by the Employer and the Union.

Section 3. Work Week

The workweek shall consist of five (5) consecutive days, Monday through Friday inclusive, except for the Community Services Agency and the Solid Waste Division.

Section 4. Work Day

The usual workday consists of seven (7) hours or eight (8) hours for designated employees. Usual

work hours are 8:30 a.m. to 4:00 p.m. with a half hour unpaid lunch for all employees unless otherwise agreed upon between the County and PEF. The parties agree that work hours will be 8:30 a.m. to 4:00 p.m. unless otherwise provided in this Agreement or negotiated with PEF, not inconsistent with law or Resolution of the Allegany County Board of Legislators.

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

Present work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the Employer. The Department Head and employees within that department may mutually agree to institute flexible starting times within their departments. If a Department Head seeks to institute a flexible work week, such as a four (4) day ten (10) hours per day or other configuration as appropriate) work week, he/she must, through a detailed proposal, give reasonable advance notice to the PEF Field Representative and the PEF Council Leader. It is understood that upon receipt of such a detailed proposal the PEF President or the President's designee shall decide whether or not to permit polling of represented employees in the unit as to their desires.

Section 7. Rest Periods

All employees are entitled to one paid fifteen (15) minute rest period during each one-half shift. The rest period shall be as near as possible to the middle of each one-half shift at the discretion of the department head or his/her designee.

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/her 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 as declared by the Governor of the State of New York or the Chairman of the Board of Legislators or one of his/her delegates, 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 open and an employee cannot come to work because of severe weather conditions, he/she shall charge the time off to compensatory time, accumulated personal or vacation leave.

ARTICLE 4 - REPORTING TIME

Section 1. Call Time

(a) Any employee called for emergency duty in addition or outside of his/her regular scheduled shift shall be paid for a minimum of four (4) hours at the rate of time and one-half (1 ½ times his/her regular rate of pay).

(b) Under no circumstances shall an employee be sent home during his/her 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 2. Overtime

The County shall pay employees one and one-half (1 1/2) times their regular hourly rate of pay for:

(a) all work performed in excess of the regularly scheduled hours in any work day; and
(b) all work performed in excess of the normal schedule in any work week.

The County shall pay employees two times their regular hourly rate of pay for work performed on Sunday.

Should an employee who is on leave be required or requested by the Employer to work, he/she shall be compensated at a rate of one and one-half (1 ½) times his/her hourly rate for overtime work Monday through Saturday and double time on Sundays and holidays.

Section 3. Compensatory Time

(a) The employee shall have the option of requesting overtime pay or compensatory time. Employees shall receive compensatory time at time and one-half (1 ½) for all overtime hours worked, except for compensatory time earned for work on Sunday which shall be credited at double the overtime hours worked.

(b) Employees with a thirty-five (35) hour work week may accumulate and maintain a maximum balance of seventy (70) hours of compensatory overtime and employees with a forty (40) hour work week may accumulate and maintain a maximum balance of eighty (80) hours of compensatory overtime. All additional overtime worked will be paid at the appropriate rate.

(c) Claims for compensatory overtime must be recorded during the pay period in which it is earned.

Section 4. Overtime Pay

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

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 for the County in a title now included in the PEF bargaining unit.

1) If an employee becomes ineligible for membership because of promotion, seniority is lost after one (1) year and one (1) 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 PEF. 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. Upon the mutual written agreement of the President of PEF, or his/her designee, and the County, an employee's probationary period can be shortened to a period between eight (8) and fifty-two (52) weeks. When an employee completes his/her probationary period, he/she shall be entered on the seniority list retroactive to his/her date of hire. There shall be no seniority among probationary employees. Probationary employees shall receive all benefits afforded to all regular employees unless specifically excluded by other provisions of this agreement.

(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 the PEF Council Leader 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 be removed from his/her record.

Section 5. Temporary Employees

Temporary (as opposed to part-time) 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 reassignment.

ARTICLE 6 - WORK FORCE CHANGES

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

(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/her 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 PEF Council Leader 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 job openings or vacancies from among those bargaining unit employees who have applied and meet the job requirements (which may include the employee's work record). When more than one employee is equally qualified, the employee with the greatest seniority will be awarded the position.

(e) Any employee selected in accordance with the procedure set forth above shall undergo a probationary period of twelve (12) weeks unless the County waives the probationary period in writing or the twelve (12) week probationary period is reduced to between four (4) and twelve (12) weeks by the mutual written agreement of the President of PEF, or his/her designee, and the County. If it is found that such employee does not meet the requirements or responsibilities of the position to which he/she has been selected during the probationary (trial) period, then such employee shall be restored to his/her 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 the probationary (trial) period at least fourteen (14) calendar days prior to the end of such probationary period. At the employee’s request, the County Administrator or his/her designee will

meet with the employee to review the terms of the 14-day notice. The employee may request the participation of the PEF representative at the review meeting. If the employer determines that the employee does not meet the requirements of the position, the employee maintains the right to challenge such a determination through the grievance procedure.

(f) 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.

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 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 before any consideration may be given to names appearing on the open competitive list;

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 twelve (12) weeks unless the County and the President of PEF, or his/her designee, mutually agree in writing to reduce the probationary period to a period between four (4) and twelve (12) weeks. If the employee is promoted off an open competitive list, he or she will undergo a probationary term of fifty-two (52) weeks unless the President of PEF, or his/her designee, and the County agree in writing to reduce the probationary period to anything between eight (8) and fifty-two (52) 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 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 half (1/2) 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 reassignment, 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/her previous job from a higher classification to which he/she was provisionally appointed because of his/her inability to prove to the Employer that he/she 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.

(c) The Employer shall forward a list of those employees being laid off to the PEF Council Leader

and PEF Field Representative 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) The County will conduct any layoff in the competitive class pursuant to *New York State Civil Service Law* §80 and other pertinent sections of the *Civil Service Law,* as well as the *Allegany Civil Service Rules*. The County will conduct any layoff in the non-competitive class pursuant to *New York State Civil Service Law* §80-a and other pertinent sections of the *Civil Service Law*.

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

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/her 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/she 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/her 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.

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	Labor Day
Martin Luther King, Jr. Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth (Effective 2024)	Day After Thanksgiving
Independence Day	Christmas Day

Effective in 2024, 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 fall on a weekend, Christmas Eve will not be observed as a Holiday.

(b) 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/her last scheduled workday prior to the holiday unless he/she 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 workday differs from the standard eight (8) hours shall be paid the current daily rate of pay.

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 for the first of 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/her 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/her 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/her scheduled vacation period shall be paid for all regular hours at the rate of time and one-half (1 1/2) times their regular rate and for overtime hours at a rate of two and one-half (2 1/2) times his/her 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/her vacation, shall be compensated in cash for the unused vacation he/she has accumulated at the time of separation, except insofar as the loss of this benefit is included as part of a disciplinary penalty. Loss of this benefit as part of a disciplinary penalty is subject to the grievance procedure.

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

Section 5. Vacation Schedule

All employees covered by this Agreement shall be entitled to the following consecutive vacation period:

Date of hire to first anniversary date: one day per month;

First (1st) anniversary date to sixth (6th) anniversary date: twelve (12) 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 to twenty-fourth (24th) anniversary date: 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 segments.

Section 6. Vacation Sell Back

An employee may choose to sell back to the County up to ten (10) accrued vacation leave days. The request for Vacation Sell Back must be made in writing by the employee to the Human Resources Office no later than November 1. In the event that November 1st is not a day the County is open for regular business, the request for Vacation Sell Back shall be made by the close of business on the last business day prior to November 1st. Payment for credits shall be in a paycheck or separate check issued no later than the final paycheck of the calendar year in which the employee submits the request for payment.

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. Such leave may be granted or denied at the Employer's discretion.

Section 2. Application for Leave

(a) Any request for a leave of absence shall be submitted in writing by the employee to his/her 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/her immediate supervisor, and it shall be in writing.

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

(d) In addition to accruing seniority while on any leave of absence granted under this Article, employees shall retain the right to their position and employment as if they had not gone on leave.

(e) 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 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) or 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 or more 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. Personal leave may 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, half (1/2) day, or full day segments. Any unused personal leave shall be added to the employee's accumulated sick leave at the end of each year.

Upon the resignation of an employee in good standing, any accumulated personal days shall be paid to the employee.

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.

Section 4. Voting Time

Employees shall be granted time off with pay on any election day, other than the General Election Day, provided they are unable because of their employment to get to polls during scheduled voting hours.

Section 5. 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 taking promotional exams.

Section 6. Military Service Leave

Every employee shall be entitled to paid leave for a maximum period of thirty (30) days or twenty-two (22) working days, whichever is greater, in any twelve month period commencing from date of deployment, while engaged in the performance of military duty performed in the service of any state or the United States, and while going to and returning from such military duty. For purposes of this Article, military duty shall include any training or service school conducted by any state or the United States, and while going to and returning therefrom.

ARTICLE 11 - SICK LEAVE

Section 1. Use

(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, shall receive sick leave with pay.

(b) Employees shall be eligible to charge sick leave credits for a qualifying absence after thirty (30) days of service with the Employer.

(c) An employee may be required by the Employer to produce a doctor's certificate after three (3) consecutive days of sickness or disability.

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

(e) Employees shall comply with the Allegany County Family Medical Leave Act (“FMLA”) policies and subsequent revisions thereto, so long as said County FMLA policy is not inconsistent with Federal and State statutes or regulations.

(f) An employee may be required by the Employer to produce a doctor's certificate under the following conditions:

1. after three (3) consecutive days of sickness or disability;
2. after surgery has been performed; and
3. after an emergency treatment.

Section 2. Family Sick Leave

(a) 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 after three (3) consecutive days.

(b) In the event of the death of an employee while in service of the County, seventy-five percent (75%) of his/her sick leave will be distributed to their family's estate or legal representative.

Section 3. Accumulation

(a) Employees shall start to earn sick leave from their date of hire at the rate of one (1) day of sick leave for each month of service. After the first thirty (30) days of service with the county, employees shall earn one (1) day of sick leave for any month in which the employee is compensated for twenty (20) or more hours of work. All time for which an employee is credited with sick leave shall be considered as time worked. Employees 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.

(b) Any "Existing" employee as defined in Article 14(j) of this Agreement who retires from Allegany County employment under the New York State Employees' Retirement System shall be compensated for one-half of his/her unused and unsold accumulated sick leave credits up to one hundred sixty-five (165) days. The payment made for such sick leave credits shall be calculated by taking one-half the number of such credits and multiplying such result times the per diem rate of pay the employee was receiving on the last payroll before retirement as calculated by the Human Resources Department. "New" Employees, as defined in Article 14(j), do not have the option of cashing out any portion of their unused sick leave balance upon retirement pursuant to this Article, but they may receive a credit toward retiree health insurance as described in Article 14, Section J.

(c) An employee may annually sell back to the County up to ten (10) accrued sick leave day credits provided written notification of such sale and the number of such credits to be sold is made by the employee. To be eligible to participate in the sick leave sell back option the employee must retain a balance of a minimum of ten (10) days of sick leave accruals. The request for sick leave sell back must be made in writing by the employee to the Human Resources Office no later than the first day of November in the calendar year in which such credits are to be sold. In the event November 1st is not a day the County is open for regular business, the request for sick leave sell back shall be made by the close of business on the last business day prior to November 1st. Payment for credits shall be in a paycheck or separate check issued prior to the end of the calendar year in which the request is made.

(d) Beginning in 2002, the unpaid balance of a retiring employee's unused sick leave credits shall

be added to their service credit pursuant to Section 41-j of the NYS Retirement and Social Security Law.

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/her own choice, at his/her 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 employee(s).

(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/her regular duties. Acceptance of other employment shall constitute a waiver of employee's other rights under this provision.

(e) The Employer should make every effort to place an employee who becomes partially disabled on their present job, on work which he/she is able to perform.

(f) A report of physical examination and any laboratory test made by physicians acting for the County will be given to the personal physician of the individual and/or the employee 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

At its discretion, 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. 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 may 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 may 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 any time upon the request of the Union.

Section 2. Maternity

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

Section 3. 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 4. Employment Opportunities

An employee shall be granted a six (6) week leave of absence without pay to enable such employee to serve in a title in the County department in which the employee currently works, but is not part of the PEF bargaining unit. If an employee accepts a position that is not part of the department in which the employee currently works, the County has the discretion to grant the employee an unpaid leave of absence.

ARTICLE 13 - WAGES AND CLASSIFICATIONS

Section 1. Wage Schedule and Classifications

(a) Effective January 1, 2020, all bargaining unit employees shall be compensated in accordance with the salary schedule attached hereto and marked "Appendix A". Effective January 1, 2021, all bargaining unit employees shall be compensated in accordance with the salary schedule attached hereto and marked "Appendix B". Effective January 1, 2022, all bargaining unit employees shall be compensated in accordance with the salary schedule attached hereto and marked "Appendix C". Effective January 1, 2023, all bargaining unit employees shall be compensated in accordance with the salary schedule attached hereto and marked "Appendix D". Effective January 1, 2024, all bargaining unit employees shall be compensated in accordance with the wage schedule attached hereto and marked "Appendix E".

On January 1 of each year of this Agreement the County shall pay employees who are not assigned a fixed salary grade and Section 4 Salary Plan employees a salary increase on the salary in effect on that date.

1) Appendix A shall reflect a (3.0%) percent across the-board increase from rates in effect plus increment.

2) Appendix B shall reflect a (2.50%) percent across-the-board increase from rates in effect plus increment.

3) Appendix C shall reflect a (2.50%) percent across the-board increase from rates in effect plus increment.

4) Appendix D shall reflect a (2.0%) percent across-the-board increase from rates in effect plus increment.

5) Appendix E shall reflect a (2.0%) percent across-the-board increase from rates in effect plus increment, and an additional (3.5%) across-the-board increase from rates in effect, after the above-referenced 2% increase, retroactive to January 1, 2024, to be processed as of the first payroll following ratification of this Agreement.

6) Appendix F shall reflect a (3.5%) percent across the-board increase from rates in effect, with both increases referenced in section 5 above, plus increment, effective January 1, 2025.

The County intends to engage in a County-Wide classification and compensation study in Fiscal Year 2024. When the study is completed, the County and PEF shall meet to review the results. However, both parties agree that any changes to compensation pursuant to this Agreement must be negotiated and ratified pursuant to *The Taylor Law.*

(b) Increments - Each employee shall be eligible for an annual increment up to the maximum of the grade in which his/her position is allocated, provided that the increment is recommended by

the Department Head. Before such recommendation is made, the service of the employee should be reviewed by his/her Department Head with attention given to the efficiency with which the employee has performed his/her duties as well as his/her attendance record and all other factors having an effect on his/her work record. No employee shall be eligible for more than one increment increase in any fiscal year. Employees who enter the County service between January 1 and June 30 of a particular year and have served continuously in their positions will be eligible to receive an annual increment on the following January 1st. Employees who enter the service between July 1 and December 31 shall be eligible for advancement to the first year step on the following July 1st. Employees who are advanced to the first year step on July 1st then shall be eligible for a salary increment the following January 1st.

(c) When any position not listed on the salary schedule 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.

(d) Beginning upon ratification of this Agreement, effective upon each employee's anniversary date, annual lump sum 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:	$ 600.00
Ten (10) years of service:	$ 950.00
Fifteen (15) years of service:	$1,250.00
Twenty (20) years of service:	$1,750.00
Twenty-five (25) years of service:	$2,000.00
Thirty (30) years of service	$3,000.00

ARTICLE 14 – HOSPITALIZATION AND MEDICAL BENEFITS

The employer agrees to provide hospitalization and medical coverage, family and single, for all employees covered by the agreement.

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

(a) Existing Employees

The County shall provide Employees who were employed in the PEF unit as of September 13, 2010 or who should otherwise be treated as "Existing Employees" pursuant to Article 14(b), the following options for health insurance:

1) The County will make available the health insurance plans referred to as "Option 1" and the "High Deductible" plans. The County may provide health insurance through another third party administrator (self-insurance) or an alternate carrier but shall not diminish the plan benefits provided pursuant to the existing Plan Document as most recently restated January 1, 2012 for "Option 1" and Plan Document dated 2019 for the "High Deductible". In addition, the County, in its discretion, may offer employees additional insurance coverage beyond the plans identified in this Agreement.

   The drug formulary co-pays for the "Option 1" Plan shall be $3.00/$20.00/$40.00 and the County shall not diminish the benefit in effect pursuant to the existing Plan Document as most recently restated January 1, 2012 (the "Revised Drug Formulary") except as provided in this paragraph. The drug formulary co-pays for the "High Deductible" Plan shall be $10.00/$30.00/$100.00 after deductible for in-network, and 40% co-insurance after deductible for out-of-network. The County shall not be responsible for changes to the drug formulary or network that are unilaterally made by the assigned administrator. However, the County will not unilaterally seek to change the same and shall not diminish the plan benefits provided pursuant to the existing Plan Document as most recently restated January 1, 2012 for "Option 1" and Plan Document dated 2019 for the "High Deductible". In the event of any change to the third-party administrator of the health insurance or prescription drug program, the County will provide the Union forty-five (45) working days' advance notice.

   Effective upon the first and second payroll date of the month following the Allegany County Legislature's approval for funding this Agreement, employees shall be responsible for the following contributions to the cost of premiums to be paid in two (2) equal payments: January 1, 2020 – 10.25% of health insurance coverage; effective January 1, 2021 – 10.75% of health insurance premium; effective January 1, 2022 – 11.25% of the health insurance coverage; effective January 1, 2023 – 11.75% of health insurance coverage; and effective January 1, 2024 – 12.25% and 5% for the "High Deductible plan.

   For employees hired before January 1, 1992, the cost of premiums for the "Option 1" plan shall continue to be 10% for the term of this Agreement and the cost of premiums for the "High Deductible" Plan shall be 5% for the term of this Agreement.

2) During the period of any suspension without pay pursuant to the disciplinary provisions of this Agreement, the County shall continue the employee's and dependents' health insurance coverage that was in effect on the day prior to the first day of the suspension, and shall pay the employer's share of any premium to maintain such coverage. Any such suspended employee shall be responsible for paying the employee's share of the premium for such health insurance coverage. The County shall not be liable for payment of the employer's share of the health insurance premium for any period during which the suspended employee fails to pay the employee's share of the health insurance premium.

(b) Transferring Employees

Employees who were transferred or promoted into the PEF unit from any other Allegany County full-time position prior to June 1, 2016, shall be treated as "Existing Employees" under Article 14(a). Employees who are transferred or promoted into the PEF unit from any other Allegany County full-time position on or after June 1, 2016 shall be treated for purposes of health insurance contributions under Article 14(a) and 14(c), as if they were originally hired into the PEF unit on the date that they began their full-time employment with the County. Notwithstanding the foregoing, any employees who are transferred or promoted into the PEF unit on or after June 1, 2016, who were originally hired prior to February 28, 2011 on a full time basis in the unit represented by AFSCME, New York Council 66, Local 2574, shall be treated as "Existing Employees" under Article 14(a) of this Agreement.

(c) New Employees

The County will make available health insurance to these employees pursuant to the plans referred to as "Option 1" and the "High Deductible" plans to anyone who became a member of the PEF unit on or after September 13, 2010 after such employee has completed thirty (30) days of employment with the County. Effective upon the second payroll date of the month following the Allegany County Legislature's approval for funding of this Agreement, such new employees shall be responsible for contributing 20% of the cost of premiums and 5% of the costs of premiums for the "High Deductible" Plan.

(d) Disability - Health Insurance

In case of disability, health insurance coverage will be provided for up to twenty-six (26) weeks at the premium contribution amount provided for in this article. In case of an injury covered by Workers' Compensation, coverage will be provided up to a maximum of one (1) year. 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.

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

1) If separation occurs on the 1st to the 15th of the month: coverage will terminate at the end of the current month.

2) If separation occurs on the 16th to the end of the month: coverage will terminate at the end of the following month.

The County will provide COBRA benefits in accordance with applicable law, rules, and regulations.

(f) Employees may elect to retain the hospital and medical benefits of this Article while on an unpaid leave of absence of over one (1) month by paying the total premium costs. The employee's

contribution to the premium for the month when the employee returns to the active payroll shall be prorated based on the number of days remaining in the month.

(g) Continuity of Benefits: Employees and Retirees

The County may provide health insurance through another third-party administrator (self-insurance) or an alternate carrier, so long as the coverage shall not diminish the plan benefits provided in 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 and shall not diminish the plan benefits provided.

(h) The County will continue to offer employees a pre-tax flexible spending plan up to a maximum amount of $2,700.00 to help offset medical expenses and currently provided by Trust Mark/Wage Works Insurance. The County may change the provider or administrator of this plan but shall not diminish the plan benefits provided.

(i) Double Coverage

The County agrees to pay employees for dropping single coverage and for dropping family coverage whichever the employee is provided, as follows: $2,000.00 per year for family coverage; and $1,000.00 per year for single coverage. In the year the employee is on probation, the amount shall be prorated. Such option must be exercised during the month of November, effective the following January 1. This payment can be made only when the employee signs a statement that the employee has health insurance through the spouse's employment, other employment of the employee, or a private insurance plan. The withdrawing employee may rejoin a County plan during an open enrollment period or during a special enrollment period due to a life changing event as defined in the health plan summary plan description. If a husband and wife are both employed by the County, then they shall be eligible for only one (1) plan coverage policy, and only eligible to cash in that one (1) policy pursuant to this Section. In the event the County would place an employee on two (2) single health insurance plans and the employee was eligible for double coverage above, the amount received would be for family coverage.

The process for receiving the County's health insurance Double Coverage Buyout is as follows:

1. Qualifying Amounts of Buyout: $1,000.00 for elimination of single coverage; and $2,000.00 for elimination of family coverage.

2. Proof of Independent Coverage: Employee must provide proof that he/she has procured other insurance coverage and execute an appropriate statement confirming separate coverage is in effect.

3. An eligible employee shall receive payment of the Double Coverage Buyout no later than March 31st of the following year, e.g., an employee who is removed from County

health insurance coverage for a period in 2020 shall receive the buyout payment no later than March 31, 2021.

4. Buyout payments are based on each month that an employee was not covered by the County's health insurance and are prorated for each month of non-coverage.

5. A husband and wife both employed by the County but neither carry County health insurance coverage are only eligible for one (1) family buyout not to exceed $2,000.00.

6. Employees with opportunities to elect health insurance coverage outside of the County's plans (i) must notify the County's Human Resources Department; and (ii) must elect the County's Double Coverage Buyout effective the day the employee becomes eligible to be covered by other available health insurance coverage unless double coverage is mandated and/or the other available insurance coverage is deemed to be less beneficial to the employee or employee's family.

(j) Retiree Health Insurance

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 an substantially equivalent policy, when they become Medicare Parts A and B eligible. Failure to enroll in Medicare Parts A and B or a County sponsored Medicare Advantage Plan when eligible will result in a loss of health insurance benefits.

New Employees

Employees who were hired after September 13, 2010**,** are not entitled to participate in any of the permanent County-provided health insurance plans upon their retirement from the County. These employees may receive credit for unused sick time for that purpose. In addition, such 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 fifteen (15) 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 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 or transferred employees after the expiration date of this collective bargaining agreement. However, this

provision shall continue to apply to all employees hired after September 13, 2010, and on or before December 31, 2025.

For such employees who retire from County employment under the New York State Retirement System, they may credit the value of up to 165 days of unused sick time toward the full premium for Option 1 health insurance coverage. The County will calculate 100% of an employee's unused sick leave credits at the per diem rate of pay the employee was receiving on the last payroll before retirement. The County will continue to provide Option 1 health insurance benefits to retirees covered by this provision until the County has exhausted the equivalent dollar value of unused sick leave paying for the retired employee's Option 1 health insurance. Employees covered by this provision must, as a necessary condition of such continuation of health insurance, enroll in Medicare Parts A and B immediately upon becoming Medicare eligible and continue enrollment in Parts A and B throughout the period they continue this health insurance through the County. To the extent that any retired employee has a right to continued coverage under COBRA resulting from the retiree's separation of employment with the County, such COBRA coverage shall run concurrently with the coverage generated by the conversion of unused sick time provided for by this section.

Existing Employees

Employees who were employed in the PEF unit on or before September 13, 2010 or who were transferred or promoted into the PEF unit from any other Allegany County full-time position prior to June 1, 2016 may, after ten years of County service retire under the New York State Retirement System, continue their health insurance under the Option 1 plan until they become eligible for Medicare Part A and B. Upon eligibility of Medicare Part A and B, the retiree and any covered dependents eligible 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. Failure to enroll in a Medicare Part A and B or a County sponsored Medicare Advantage Plan when eligible will result in a loss of health insurance benefits. Upon retirement, retired employees shall make the same percentage contribution to premiums that were in place on the day 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.

Any employee who is transferred or promoted into the PEF unit from any other Allegany County full-time position on or after June 1, 2016 will be treated as a "Existing Employee" under Article 14(j) only if s/he had the right, in his or her prior position, to retiree health insurance under the Option 1 Plan. Otherwise, s/he will be treated as a "New Employee" under Article 14(j).

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.

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 1/60 twenty-five (25) year career plan, known as the "75" non-contributory plan.

ARTICLE 17 - SETTLEMENT OF DISPUTES

Policy: The purpose of this Article is to provide an orderly process whereby the employees may equitably and expeditiously settle any dispute that may arise in the course of their employment free from coercion, restraint, interference, discrimination, or reprisal. The provisions of this Article shall be broadly construed to accomplish these objectives.

Section 1. Grievances - Definitions

(a) A "grievance" is a dispute concerning the interpretation, application, administration, or violation of the terms and provisions of this Agreement.

(b) "Days" shall mean working days.

(c) "PEF Representative" shall mean the person designated by the President of PEF for such purpose.

(d) “Private Counsel” shall mean that for purposes of Disciplinary Actions only, conducted pursuant to Article 18, the employee has the right to waive being represented by a PEF Representative and be represented by an attorney of their choosing and at their sole expense.

Step 1: The employee or PEF representative shall submit the grievance in writing to the department head or supervisor, whoever is higher in the County chain of command. The grievance must be submitted no later than fifteen (15) days after the date on which the act or omission giving rise to

the grievance occurred or the date on which the employee became aware of the act or omission giving rise to the grievance, whichever is later. The appropriate department head or supervisor shall meet with the employee and, if the employee chooses to be represented in the dispute, his/her PEF representative, to fully discuss the dispute and provide the employee a written response within ten (10) days after receipt of the grievance.

Step 2: If the employee is not satisfied with the Step 1 response, he/she shall file a written appeal to the Legislature or its designee setting forth the nature of the grievance and requested remedy. The employee must file the Step 2 appeal within ten (10) days after receiving the Step 1 grievance response. The Legislature or it's designee shall meet with the employee and, if the employee chooses to be represented in the dispute, his/her PEF representative within ten (10) days after receiving the Step 2 appeal and consider all information presented by the employee and PEF prior to issuing a written response within ten (10) days after this meeting.

Step 3: If the grievance is still unsettled, the employee or the PEF Representative may request arbitration within thirty (30) days after the Step 2 decision from the Legislature or its Designee is due, by written notice to the County.

Section 2. Arbitration Procedure

(a) The arbitration proceedings shall be conducted by an arbitrator selected from the following panel: Dennis Campagna, and Howard G. Foster. Assignment of arbitrators will be made in alphabetical order. This procedure can be changed if both parties agree to the selection of a particular arbitrator for a particular grievance. In the event the assigned arbitrator is no longer able or willing to serve on the panel, the Union and the County shall confer and mutually consent on the selection of a new member or members of the arbitration panel.

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

(c) No arbitrator functioning under this step of the grievance procedure shall have any power to amend, modify, add to or delete from 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 or transcript 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. Matters 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 grievances, 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

PEF officers and stewards 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 without “just cause”, including but not limited to incompetence or inefficiency; and insubordination, neglect of duty, or misconduct.

The employee and the PEF Field Representative and PEF Division Leader 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, i.e., Step 2.

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 Step 2 hereunder the second step prior to the action being taken. In the event the employee's presence on the job would be hazardous to himself, other employees, or the public, the County shall make every reasonable effort to contact the Union prior to an employee’s immediate suspension.

After the Step 2 meeting is held or in the event the employee fails to timely file a grievance at Step 2, the employee may be suspended without pay for a period of not more than thirty (30) calendar days. The period of suspension, without pay, may be considered as part of the penalty. If the employee is acquitted, he/she shall be restored to his/her position with full pay for the period of the suspension less any amount of compensation which he/she may have earned in any other employment or occupation and any other unemployment insurance benefits he/she may have received through such period. If the employee is found guilty of the charges, a copy of the charges, his/her 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/she was employed and a copy shall be

filed with the Allegany County Department of Civil Service 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 or omission 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.

This article shall not apply to probationary employees.

ARTICLE 19 -GENERAL PROVISIONS

Section 1. Work Rules

(a) The Employer shall treat all employees with respect and dignity at all times.

(b) 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 five (5) consecutive workdays.

Section 2. Joint Safety Committee

The Employer and Union agree that one PEF designee shall be a member of The Joint Safety Committee.

Section 3. Uniforms and Protective Clothing

The Employer will continue to provide protective equipment and apparel as defined by the Department of Public Works Policy Manual dated February 23, 2009. Additional protective equipment and apparel for all unit employees will be provided as required by the Employer or otherwise required by law.

Section 4. 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 5. Disabled Employees

The Employer shall make every effort to place employees who, through physical sensitivity or otherwise become partially disabled on their present jobs, on work which they are able to perform.

Section 6. Personnel Practices

The Employer shall 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/her carrying out his/her responsibilities as an employee while on the job to a maximum of fifty dollars ($50.00) per incident.

Section 8. Tax Sheltered Annuity Plan

The County Legislature has established a tax sheltered annuity plan. Employees in this bargaining unit are permitted to join the plan.

Contributions to the plan are made by payroll deductions within the amounts indicated by the contract with the employees and the insurance carrier. The selection of the plan or discontinuance shall be at the complete discretion of the Legislature and not subject to the grievance procedure.

Section 9. Employee Assistance Program

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

Section 10. Declared Emergency

When Allegany County 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 11. Shoe Allowance

The County will reimburse any Department of Public Works employee required to wear steel-toed shoes the cost of one pair of shoes up to a maximum amount of $150.00 annually, provided that a valid receipt for the purchase of the shoes has been provided.

In the event a Department of Public Works employee’s steel-toed shoes are damaged on the job site, the county will repair the damaged shoes at no cost to the employee and the county agrees to cover the cost of heel and sole replacement for the purpose of prolonging the life of the work shoes.

In the event an employee's shoes are irreparably damaged on the job site, the 80/20 replacement formula shall apply.

Section 12. Fee Reimbursement

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's License having a Hazardous Materials Endorsement will be reimbursed the Hazardous Materials Endorsement fee.

Section 13. Drug and Alcohol Testing

The following employees shall be added to those subject to the existing D.P.W. drug and alcohol testing policy:

All CDL required employees
Assistant General Supervisor
Bridge Construction Supervisor
County Engineer
Director of Weights and Measures
Equipment Supervisor
General Supervisor
Nutrition Services Coordinator
Preschool Program Coordinator
Road Maintenance Supervisor
Sr. Engineering Technician

Section 14. Snow and Ice Agreement

The terms of the attached Snow and Ice Agreement in Appendix I (attached) shall continue with full force and effect and the dates will be adjusted annually to correspond with the snow removal season as defined therein.

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.

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.

ARTICLE 25 - TERMINATION AND MODIFICATION

This agreement shall be effective as of the 1st day of January 2020 and, as modified on March 11, 2024, shall remain in full force and effect until the 31st day of December 2025. It shall be automatically renewed from year to year thereafter unless either party 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 caused this agreement to be signed by their respective parties on this 22nd day of May, 2024.

For the PUBLIC EMPLOYEES FEDERATION, AFL-CIO:

Ellen J. Coyne, PEF Field Representative
Chief Negotiator

Pamela L. Cockle
PEF Division Leader

For ALLEGANY COUNTY:

Carissa Knapp, Esq.
Chief Negotiator

W. Brooke Harris
Chairman of the Board

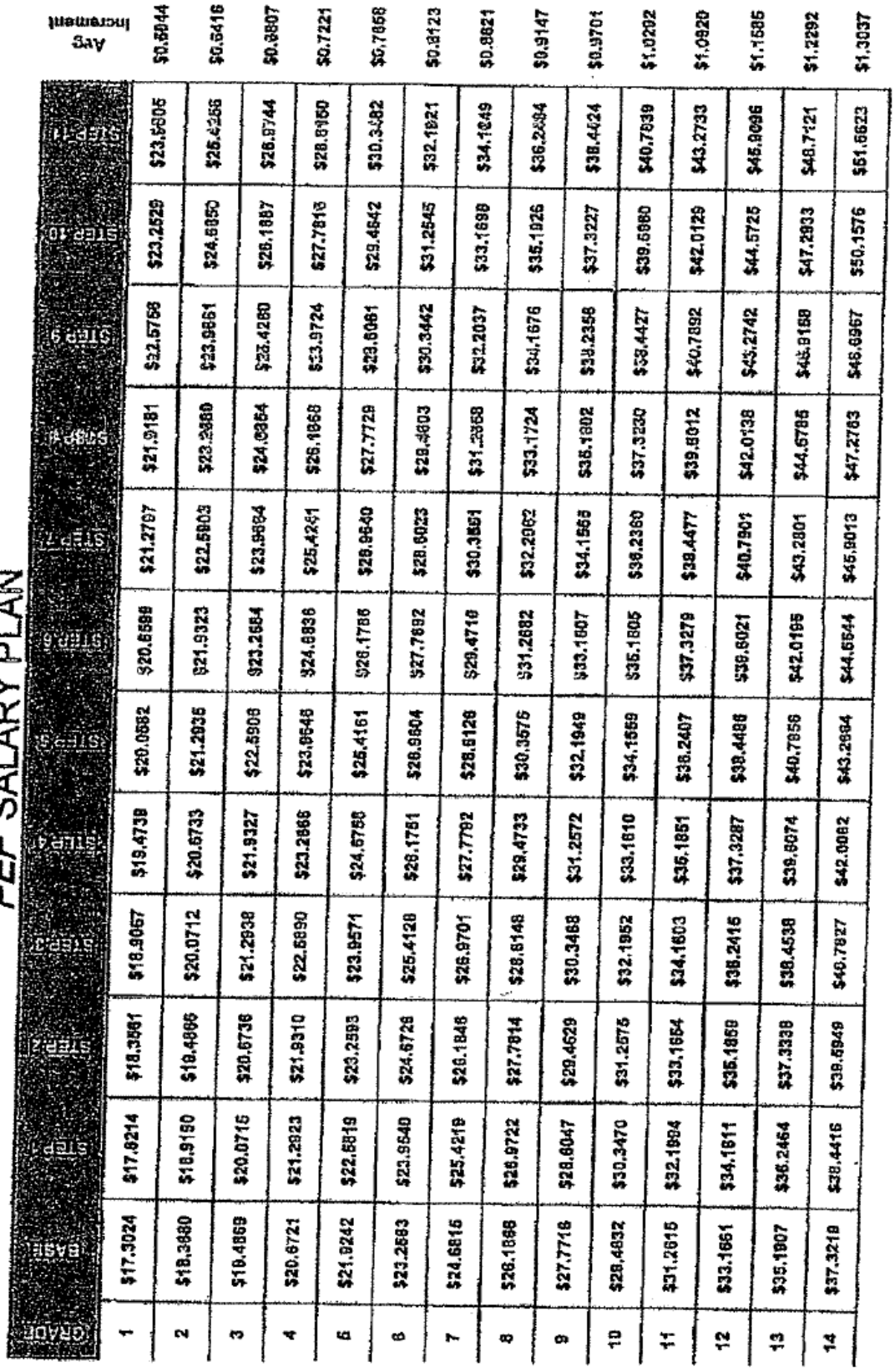
PEF Bargaining Team Members

Pamela L. Cockle
Ellen J. Coyne
Brian Thierman
Cash Davison
Edward J. Aluck, Esq.

Allegany County Bargaining Team Members

Carissa Knapp, Esq.
John Ricci
H. Robert Budinger
Terri Ross
Timothy Boyde
Mallory Short

Appendix A – 2020 PEF Salary Table



2020

ALLEGANY COUNTY

PEF SALARY PLAN

35 HOURS / WEEK

GRADE	BASE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Avg Increment
1	$17.3024	$17.8214	$18.3581	$18.9067	$19.4739	$20.0582	$20.6599	$21.2797	$21.9181	$22.5756	$23.2529	$23.9505	$0.6044
2	$18.3880	$18.9180	$19.4866	$20.0712	$20.6733	$21.2935	$21.9323	$22.5903	$23.2680	$23.9661	$24.6850	$25.4256	$0.6416
3	$19.4869	$20.0715	$20.6736	$21.2938	$21.9327	$22.5908	$23.2684	$23.9664	$24.6854	$25.4260	$26.1887	$26.9744	$0.6807
4	$20.6721	$21.2923	$21.9310	$22.5890	$23.2866	$23.9648	$24.6836	$25.4241	$26.1868	$23.9724	$27.7816	$28.6150	$0.7221
5	$21.9242	$22.5819	$23.2593	$23.9571	$24.6758	$25.4161	$26.1786	$26.9640	$27.7729	$28.6061	$29.4642	$30.3482	$0.7666
6	$23.2583	$23.9540	$24.6729	$25.4128	$26.1781	$26.9604	$27.7692	$28.6023	$29.4603	$30.3442	$31.2545	$32.1921	$0.8123
7	$24.6816	$25.4219	$26.1846	$26.9701	$27.7792	$28.6126	$29.4710	$30.3551	$31.2358	$32.2037	$33.1698	$34.1349	$0.8621
8	$26.1868	$26.9722	$27.7814	$28.6148	$29.4733	$30.3575	$31.2682	$32.2062	$33.1724	$34.1676	$35.1926	$36.2484	$0.9147
9	$27.7718	$28.6047	$29.4629	$30.3468	$31.2572	$32.1949	$33.1607	$34.1565	$35.1802	$36.2358	$37.3227	$38.4424	$0.9701
10	$29.4832	$30.3470	$31.2575	$32.1952	$33.1610	$34.1559	$35.1805	$36.2360	$37.3230	$38.4427	$39.5980	$40.7839	$1.0292
11	$31.2615	$32.1994	$33.1654	$34.1603	$35.1851	$36.2407	$37.3279	$38.4477	$39.6012	$40.7892	$42.0129	$43.2733	$1.0920
12	$33.1661	$34.1811	$35.1869	$36.2415	$37.3287	$38.4488	$39.6021	$40.7901	$42.0138	$43.2742	$44.5725	$45.8096	$1.1585
13	$35.1907	$36.2464	$37.3338	$38.4538	$39.6074	$40.7856	$42.0195	$43.2801	$44.5785	$45.9158	$47.2933	$48.7121	$1.2292
14	$37.3218	$38.4416	$38.5949	$40.7827	$42.0062	$43.2684	$44.5544	$45.8013	$47.2763	$48.6967	$50.1576	$51.6623	$1.3037

Proposed salary plan as of 09/13/19

ALLEGANY COUNTY
PEF SALARY PLAN

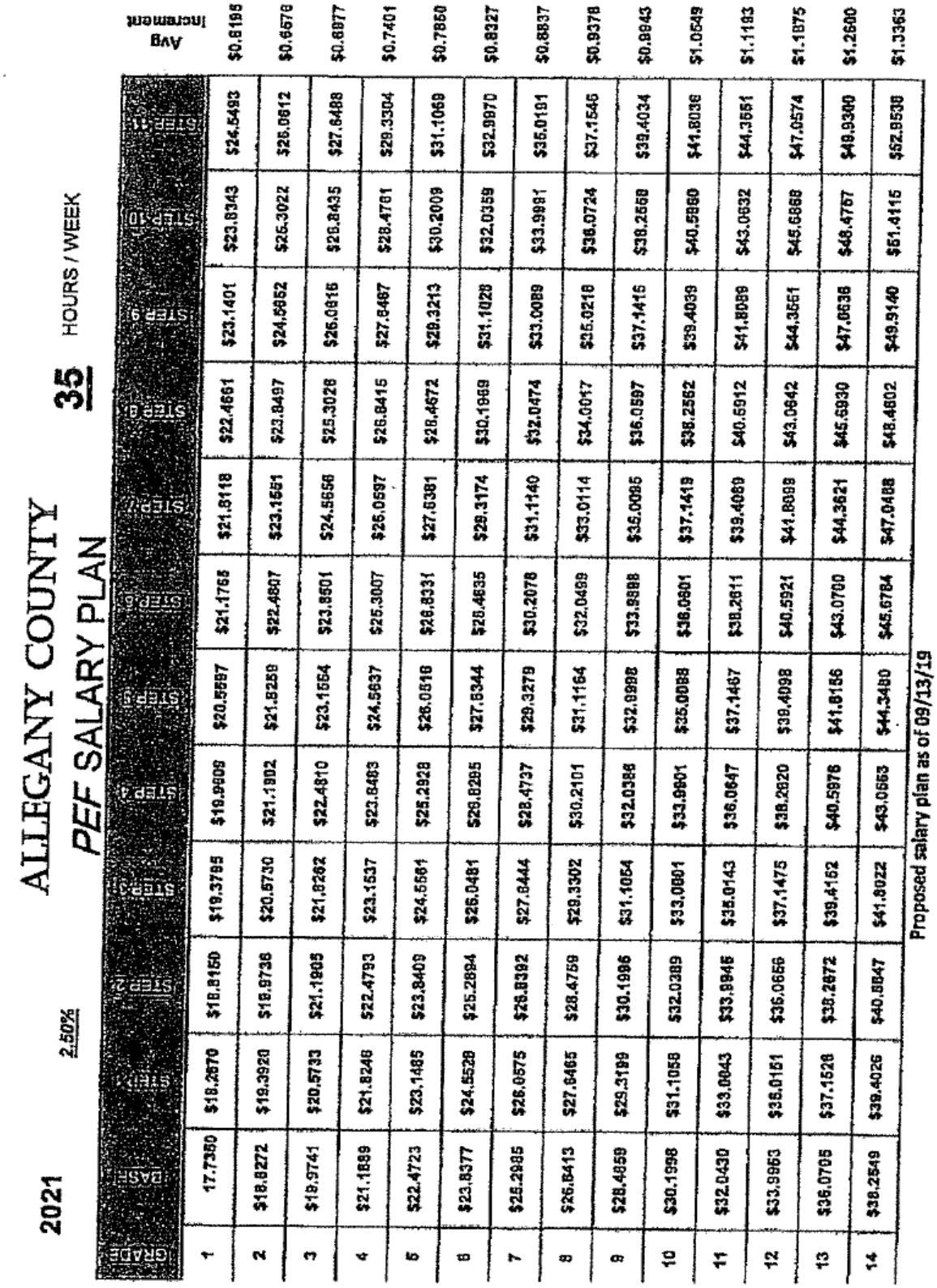
2020

40 HOURS / WEEK

GRADE	BASE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	Avg Increment
1	16.1446	16.5676	16.9536	16.5431	17.0492	17.5563	18.0882	18.6210	19.1804	19.7532	20.3526	20.9652	$0.6281
2	16.9536	16.5431	17.0492	17.5563	18.0882	18.6210	19.1804	19.7532	20.3526	20.9652	21.5914	22.2438	$0.5818
3	17.0492	17.5563	18.0882	18.6210	19.1804	19.7532	20.3526	20.9652	21.5914	22.2438	22.9101	23.5893	$0.5846
4	18.0882	18.6210	19.1804	19.7532	20.3526	20.9652	21.5914	22.2438	22.9101	23.5893	24.3086	25.0278	$0.6309
5	19.1804	19.7532	20.3526	20.9652	21.5914	22.2438	22.9100	23.5893	24.3086	25.0278	25.7869	26.5595	$0.8708
6	20.3526	20.9652	21.5914	22.2438	22.9100	23.5893	24.3086	25.0278	25.7869	26.5595	27.3587	28.1713	$0.7108
7	21.5914	22.2438	22.9100	23.5893	24.3086	25.0278	25.7869	26.5595	27.3587	28.1713	29.0237	29.8894	$0.7544
8	22.9100	23.5893	24.3086	25.0278	25.7869	26.5595	27.3587	28.1713	29.0237	29.8894	30.7820	31.7143	$0.8004
9	24.3086	25.0278	25.7869	26.5595	27.3587	28.1713	29.0237	29.8894	30.7820	31.7143	32.6598	33.6457	$0.8458
10	25.7869	26.5595	27.3587	28.1713	29.0237	29.8894	30.7820	31.7143	32.6598	33.6457	34.6447	35.6837	$0.8887
11	27.3587	28.1713	29.0237	29.8894	30.7820	31.7143	32.6598	33.6457	34.6447	35.6837	36.7625	37.8679	$0.9554

Proposed salary plan as of 09/13/19

Appendix B – 2021 PEF Salary Table



2021 2.50% **35** HOURS / WEEK

ALLEGANY COUNTY
PEF SALARY PLAN

GRADE	BASE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	Avg Increment
1	17.7350	$18.2670	$18.8150	$19.3795	$19.9609	$20.5597	$21.1765	$21.8118	$22.4661	$23.1401	$23.8343	$24.5493	$0.6195
2	$18.8272	$19.3920	$19.9738	$20.5730	$21.1902	$21.8258	$22.4807	$23.1551	$23.8497	$24.5652	$25.3022	$26.0612	$0.6578
3	$19.9741	$20.5733	$21.1905	$21.8262	$22.4810	$23.1554	$23.8501	$24.5656	$25.3026	$26.0616	$26.8435	$27.6488	$0.6977
4	$21.1689	$21.8246	$22.4793	$23.1537	$23.8483	$24.5637	$25.3007	$25.0597	$26.8415	$27.6467	$28.4761	$29.3304	$0.7401
5	$22.4723	$23.1485	$23.8409	$24.5581	$25.2928	$26.0516	$26.8331	$27.6381	$28.4672	$29.3213	$30.2009	$31.1069	$0.7850
6	$23.8377	$24.5529	$25.2894	$26.0481	$26.8295	$27.6344	$28.4635	$29.3174	$30.1969	$31.1028	$32.0359	$32.9970	$0.8327
7	$25.2985	$26.0575	$26.8392	$27.6444	$28.4737	$29.3279	$30.2078	$31.1140	$32.0474	$33.0089	$33.9991	$35.0191	$0.8837
8	$26.8413	$27.6465	$28.4759	$29.3302	$30.2101	$31.1164	$32.0469	$33.0114	$34.0017	$35.0218	$36.0724	$37.1546	$0.9378
9	$28.4859	$29.3199	$30.1996	$31.1054	$32.0386	$32.9988	$33.8888	$35.0085	$36.0597	$37.1415	$38.2558	$39.4034	$0.9945
10	$30.1998	$31.1058	$32.0389	$33.0801	$33.9801	$35.0088	$36.0801	$37.1419	$38.2562	$39.4039	$40.5860	$41.8036	$1.0549
11	$32.0430	$33.0043	$33.9946	$35.0143	$36.0647	$37.1467	$38.2611	$39.4089	$40.5912	$41.8089	$43.0632	$44.3551	$1.1193
12	$33.9963	$35.0161	$36.0656	$37.1475	$38.2620	$39.4098	$40.5921	$41.8099	$43.0842	$44.3561	$45.6868	$47.0574	$1.1875
13	$36.0705	$37.1528	$38.2672	$39.4162	$40.5976	$41.8156	$43.0760	$44.3621	$45.6930	$47.0638	$48.4757	$49.9300	$1.2600
14	$38.2549	$39.4026	$40.5847	$41.8022	$43.0563	$44.3480	$45.6784	$47.0488	$48.4802	$49.9140	$51.4115	$52.9538	$1.3363

Proposed salary plan as of 09/13/19

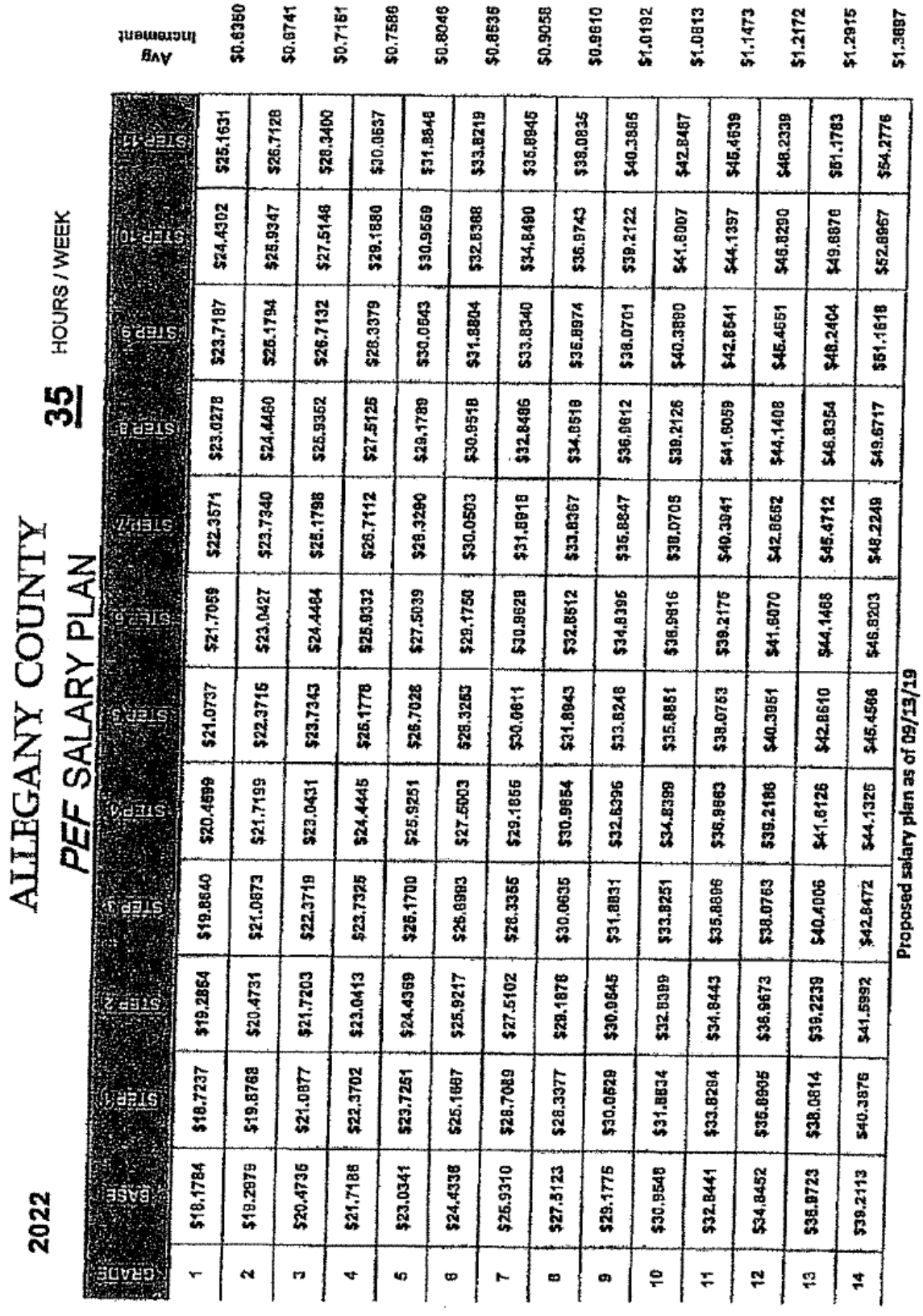
ALLEGANY COUNTY
PEF SALARY PLAN

2021 **40** HOURS / WEEK

GRADE	BASE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	Avg Increment
1	15.5232	15.9889	16.4686	16.9626	17.4715	17.9957	18.5355	19.0916	19.6643	20.2543	20.8619	21.4878	$0.5422
2	16.4652	16.9591	17.4679	17.9920	18.5317	19.0877	19.6603	20.2501	20.8576	21.4833	22.1278	22.7917	$0.5751
3	17.4754	17.9997	18.5397	19.0959	19.6688	20.2588	20.8666	21.4926	22.1374	22.8015	23.4855	24.1901	$0.6104
4	18.5404	19.0966	19.6695	20.2596	20.8674	21.4934	22.1382	22.8024	23.4864	24.1910	24.9168	25.6643	$0.6478
5	19.6599	20.2497	20.8572	21.4829	22.1274	22.7912	23.4750	24.1792	24.9046	25.6517	26.4213	27.2139	$0.6867
6	20.8614	21.4873	22.1319	22.7958	23.4797	24.1841	24.9096	25.6569	26.4256	27.2184	28.0360	28.8771	$0.7287
7	22.1312	22.7951	23.4790	24.1833	24.9088	25.6561	26.4258	27.2186	28.0351	28.8762	29.7425	30.6347	$0.7731
8	23.4829	24.1873	24.9130	25.6603	26.4302	27.2231	28.0398	28.8809	29.7474	30.6398	31.5590	32.5058	$0.8203
9	24.9163	25.6638	26.4337	27.2267	28.0435	28.8848	29.7514	30.6439	31.5632	32.5101	33.4854	34.4900	$0.8703
10	26.4317	27.2246	28.0414	28.8826	29.7491	30.6416	31.5608	32.5076	33.4829	34.4873	35.5220	36.5876	$0.9233
11	28.0427	28.8839	29.7605	30.6430	31.5823	32.5091	33.4844	34.4889	35.5236	36.5893	37.6870	38.8176	$0.9795

Proposed salary plan as of 09/13/19

Appendix C – 2022 PEF Salary Table



2022

ALLEGANY COUNTY
PEF SALARY PLAN

35 HOURS / WEEK

GRADE	BASE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	Avg Increment
1	$18.1784	$18.7237	$19.2864	$19.8640	$20.4599	$21.0737	$21.7059	$22.3571	$23.0278	$23.7187	$24.4302	$25.1631	$0.6360
2	$18.2979	$19.8768	$20.4731	$21.0873	$21.7199	$22.3716	$23.0427	$23.7340	$24.4460	$25.1794	$25.9347	$26.7128	$0.6741
3	$20.4735	$21.0877	$21.7203	$22.3719	$23.0431	$23.7343	$24.4464	$25.1798	$25.9352	$26.7132	$27.5146	$28.3460	$0.7161
4	$21.7188	$22.3702	$23.0413	$23.7325	$24.4445	$26.1778	$25.9332	$26.7112	$27.5125	$28.3379	$29.1880	$30.0637	$0.7586
5	$23.0341	$23.7251	$24.4369	$26.1700	$25.9251	$26.7028	$27.5039	$28.3290	$29.1789	$30.0643	$30.9569	$31.8646	$0.8046
6	$24.4338	$25.1667	$25.9217	$26.6993	$27.5003	$28.3253	$29.1750	$30.0503	$30.9518	$31.8804	$32.8368	$33.8219	$0.8535
7	$25.9310	$26.7089	$27.5102	$26.3355	$29.1855	$30.0611	$30.9629	$31.8918	$32.8486	$33.8340	$34.8490	$35.8945	$0.9058
8	$27.5123	$28.3377	$29.1878	$30.0635	$30.9854	$31.8843	$32.8512	$33.8367	$34.8518	$35.8974	$36.9743	$38.0835	$0.9610
9	$29.1775	$30.0629	$30.9845	$31.8831	$32.8396	$33.8246	$34.8396	$35.8847	$36.9612	$38.0701	$39.2122	$40.3886	$1.0192
10	$30.9548	$31.8834	$32.8389	$33.8251	$34.8399	$35.8851	$36.9816	$38.0705	$39.2126	$40.3890	$41.6007	$42.8467	$1.0813
11	$32.8441	$33.8294	$34.8443	$35.8806	$36.8863	$38.0753	$39.2176	$40.3941	$41.6059	$42.8541	$44.1397	$45.4639	$1.1473
12	$34.8452	$35.8905	$36.9673	$38.0763	$39.2186	$40.3851	$41.5870	$42.8552	$44.1408	$45.4651	$46.8290	$48.2339	$1.2172
13	$36.9723	$38.0814	$39.2239	$40.4006	$41.6126	$42.8610	$44.1468	$45.4712	$46.8354	$48.2404	$49.6876	$51.1783	$1.2915
14	$39.2113	$40.3876	$41.5992	$42.8472	$44.1326	$45.4566	$46.8203	$48.2249	$49.6717	$51.1618	$52.6867	$54.2776	$1.3697

Proposed salary plan as of 09/13/19

2022

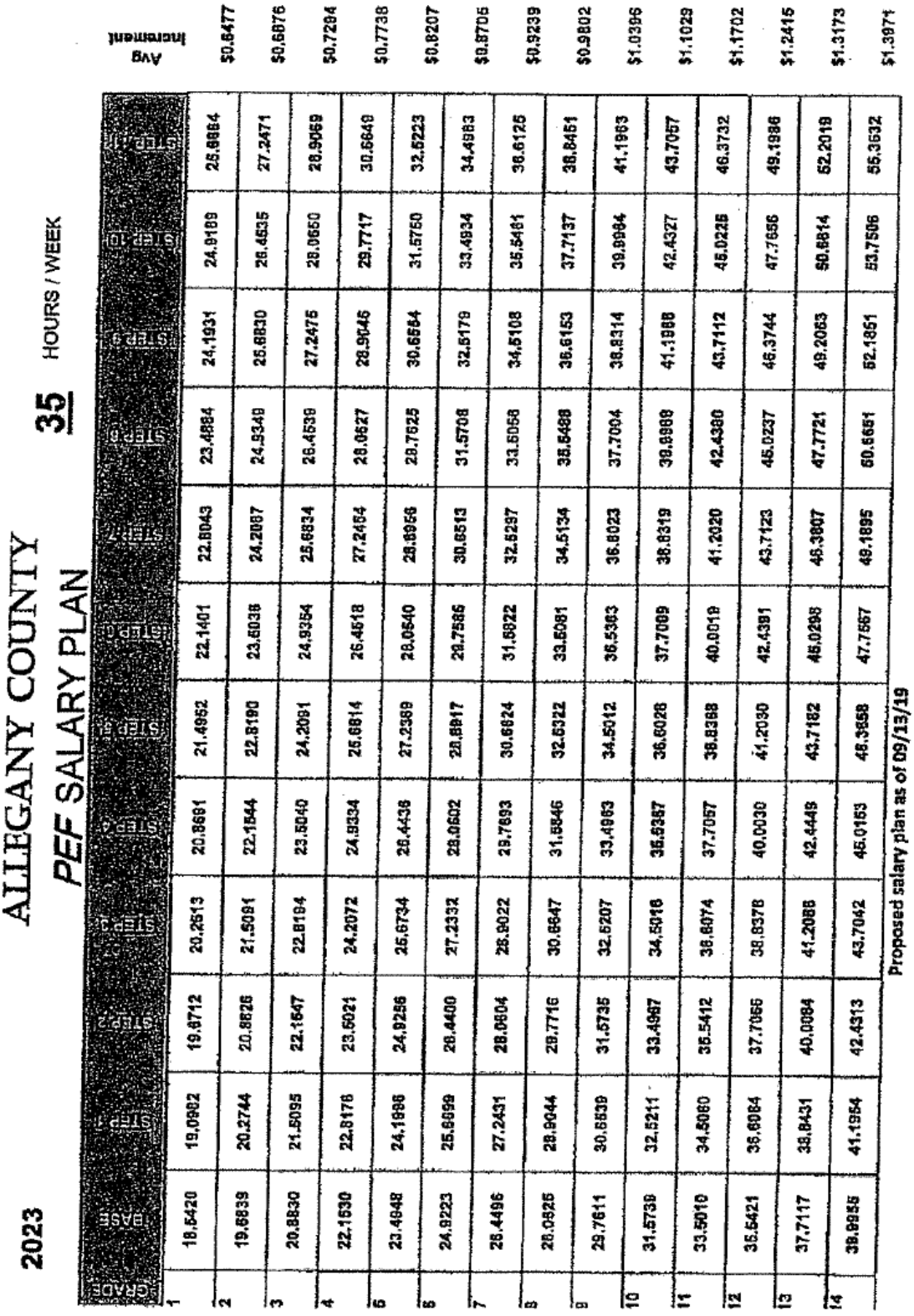
ALLEGANY COUNTY
PEF SALARY PLAN

40 HOURS / WEEK

GRADE	BASE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	Avg Increment
1	15.9113	16.3886	16.8803	17.3867	17.9083	18.4455	18.9989	19.5689	20.1559	20.7606	21.3834	22.0249	$0.5558
2	16.8768	17.3831	17.9046	18.4418	18.9950	19.5649	20.1518	20.7564	21.3791	22.0204	22.6810	23.3615	$0.5895
3	17.9123	18.4497	19.0031	19.5732	20.1604	20.7652	21.3882	22.0299	22.6907	23.3715	24.0726	24.7948	$0.6257
4	19.0039	19.5740	20.1612	20.7861	21.3881	22.0307	22.6917	23.3724	24.0736	24.7958	25.5397	26.3059	$0.6638
5	20.1514	20.7559	21.3786	22.0200	22.6806	23.3610	24.0618	24.7837	25.5272	26.2930	27.0818	27.8942	$0.7039
6	21.3829	22.0244	22.6852	23.3657	24.0667	24.7887	25.5323	26.2983	27.0873	27.8999	28.7369	29.5990	$0.7469
7	22.6845	23.3650	24.0660	24.7879	25.5316	26.2975	27.0865	27.8990	28.7360	29.5981	30.4860	31.4006	$0.7924
8	24.0700	24.7921	25.5358	26.3019	27.0910	27.7682	28.7408	29.6030	30.3431	31.4059	32.3480	33.1567	$0.8261
9	25.5392	26.3054	27.0945	27.8074	28.7446	29.6069	30.4951	31.4100	32.3523	33.3228	34.3226	35.3522	$0.8921
10	27.0925	27.9053	28.7424	29.6047	30.4928	31.4076	32.3499	33.3203	34.3200	35.3496	36.4100	37.5023	$0.9464
11	28.7438	29.6061	30.4943	31.4091	32.3514	33.3219	34.3218	35.3512	36.4117	37.5041	38.6292	39.7881	$1.0040

Proposed salary plan as of 09/13/19

Appendix D – 2023 PEF Salary Table



2023

ALLEGANY COUNTY

PEF SALARY PLAN

35 HOURS / WEEK

GRADE	BASE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	Avg Increment
1	18.5420	19.0982	19.6712	20.2613	20.8681	21.4952	22.1401	22.8043	23.4884	24.1931	24.9189	25.6664	$0.6477
2	19.6839	20.2744	20.8826	21.5091	22.1544	22.8190	23.5038	24.2087	24.9349	25.6830	26.4535	27.2471	$0.6876
3	20.8830	21.5095	22.1647	22.8194	23.5040	24.2091	24.9354	25.6834	26.4539	27.2475	28.0650	28.9069	$0.7294
4	22.1530	22.8176	23.5021	24.2072	24.9334	25.6814	26.4518	27.2464	28.0627	28.9046	29.7717	30.6648	$0.7738
5	23.4948	24.1996	24.9256	25.6734	26.4438	27.2389	28.0840	28.9566	29.7525	30.6684	31.5750	32.5223	$0.8207
6	24.9223	25.6699	26.4400	27.2332	28.0602	28.8817	29.7586	30.6513	31.5708	32.5179	33.4934	34.4983	$0.8705
7	26.4496	27.2431	28.0804	28.9022	29.7693	30.6824	31.6022	32.5297	33.5058	34.5108	35.5461	36.6125	$0.9239
8	28.0825	28.9044	29.7716	30.6647	31.5846	32.5322	33.5081	34.5134	35.5488	36.6153	37.7137	38.8451	$0.9802
9	29.7611	30.6539	31.5735	32.5207	33.4963	34.5012	35.5363	36.6023	37.7004	38.8314	39.9984	41.1963	$1.0396
10	31.5739	32.5211	33.4967	34.5016	35.5387	36.6028	37.7009	38.8319	39.9988	41.1988	42.4327	43.7057	$1.1029
11	33.5010	34.5060	35.5412	36.6074	37.7057	38.8368	40.0019	41.2020	42.4380	43.7112	45.0225	46.3732	$1.1702
12	35.5421	36.6084	37.7066	38.8378	40.0030	41.2030	42.4391	43.7123	45.0237	46.3744	47.7656	49.1986	$1.2415
13	37.7117	38.8431	40.0084	41.2088	42.4449	43.7182	45.0298	46.3807	47.7721	49.2063	50.6814	52.2019	$1.3173
14	39.9955	41.1954	42.4313	43.7042	45.0153	46.3658	47.7567	49.1895	50.6551	52.1351	53.7506	55.3632	$1.3971

Proposed salary plan as of 09/13/19

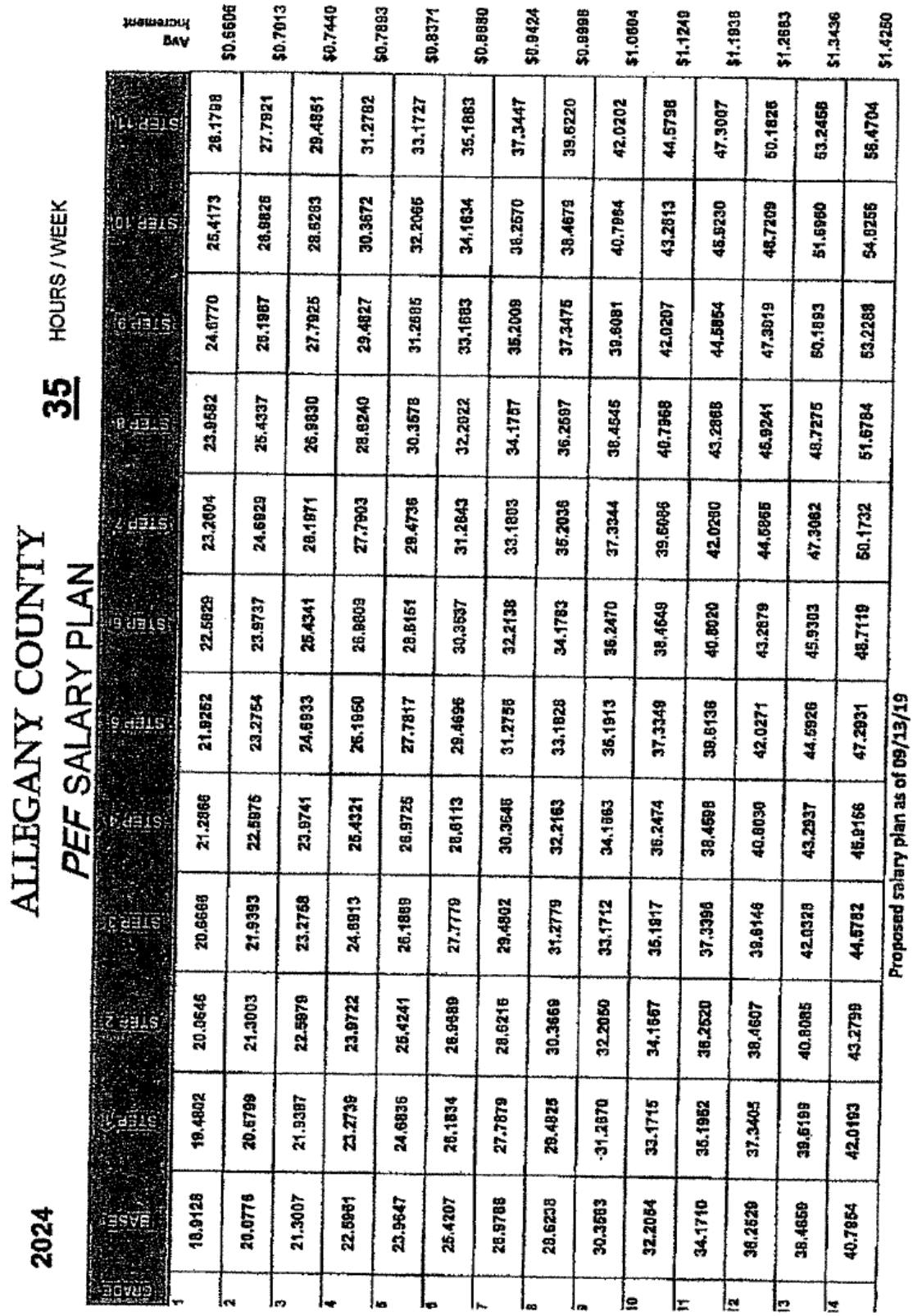
ALLEGANY COUNTY
PEF SALARY PLAN

2023 **40** HOURS / WEEK

GRADE	BASE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	Avg Increment
1	16.2295	16.7164	17.2179	17.7344	18.2665	18.8145	19.3789	19.9603	20.5591	21.1759	21.8111	22.4655	$0.5669
2	17.2143	17.7308	18.2627	18.8106	19.3749	19.9561	20.5548	21.1715	21.8066	22.4608	23.1346	23.8287	$0.6013
3	18.2705	18.8187	19.3832	19.9647	20.5637	21.1806	21.8160	22.4705	23.1446	23.8389	24.5541	25.2907	$0.6382
4	19.3840	19.9655	20.5645	21.1814	21.8168	22.4713	23.1455	23.8398	24.5550	25.2917	26.0504	26.8320	$0.6771
5	20.5544	21.1711	21.8062	22.4604	23.1342	23.8282	24.5431	25.2794	26.0377	26.8189	27.6234	28.4521	$0.7180
6	21.8106	22.4649	23.1388	23.8330	24.5480	25.2844	26.0429	26.8242	27.6290	28.4578	29.3116	30.1909	$0.7619
7	23.1382	23.8323	24.5473	25.2837	26.0422	26.8235	27.6282	28.4571	29.3108	30.1901	31.0958	32.0287	$0.8082
8	24.5514	25.2879	26.0466	26.8280	27.6328	28.4618	29.3157	30.1951	31.1010	32.0340	32.9950	33.9849	$0.8576
9	26.0500	26.8315	27.6364	28.4655	29.3195	30.1991	31.1050	32.0382	32.9993	33.9893	35.0090	36.0593	$0.9099
10	27.6344	28.4634	29.3173	30.1968	31.1027	32.0358	32.9969	33.9868	35.0064	36.0566	37.1383	38.2524	$0.9653
11	29.3187	30.1982	31.1042	32.0373	32.9984	33.9884	35.0080	36.0583	37.1400	38.2542	39.4018	40.5839	$1.0241

Proposed salary plan as of 09/13/19

Appendix E – 2024 PEF Salary Table (Old Rates)



2024

ALLEGANY COUNTY

PEF SALARY PLAN

35 HOURS / WEEK

GRADE	BASE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	Avg Increment
1	18.9128	19.4802	20.0646	20.6666	21.2866	21.9252	22.5829	23.2604	23.9582	24.6770	25.4173	26.1798	$0.6606
2	20.0776	20.6799	21.3003	21.9393	22.5975	23.2754	23.9737	24.6929	25.4337	26.1967	26.9826	27.7921	$0.7013
3	21.3007	21.9387	22.5979	23.2788	23.9741	24.6933	25.4341	26.1971	26.9830	27.7925	28.6263	29.4851	$0.7440
4	22.5981	23.2739	23.9722	24.6913	25.4321	26.1950	26.9809	27.7903	28.6240	29.4827	30.3672	31.2782	$0.7893
5	23.9647	24.6836	25.4241	26.1868	26.9725	27.7817	28.6151	29.4736	30.3578	31.2685	32.2065	33.1727	$0.8371
6	25.4207	26.1834	26.9889	27.7779	28.6113	29.4696	30.3537	31.2843	32.2022	33.1683	34.1634	35.1883	$0.8880
7	26.9788	27.7879	28.6216	29.4802	30.3546	31.2758	32.2138	33.1803	34.1787	35.2008	36.2570	37.3447	$0.9424
8	28.6238	29.4825	30.3669	31.2779	32.2163	33.1828	34.1783	35.2036	36.2597	37.3475	38.4679	39.6220	$0.9998
9	30.3583	31.2870	32.2050	33.1712	34.1663	35.1913	36.2470	37.3344	38.4545	39.6081	40.7964	42.0202	$1.0604
10	32.2084	33.1715	34.1867	35.1917	36.2474	37.3349	38.4649	39.6086	40.7968	42.0207	43.2813	44.5798	$1.1249
11	34.1710	35.1962	36.2620	37.3396	38.4698	39.6138	40.8020	42.0260	43.2868	44.5854	45.9230	47.3007	$1.1938
12	36.2529	37.3405	38.4607	39.6146	40.8030	42.0271	43.2879	44.5865	45.9241	47.3019	48.7209	50.1826	$1.2883
13	38.4659	39.6199	40.8085	42.0328	43.2937	44.5926	45.9303	47.3082	48.7275	50.1693	51.6960	53.2468	$1.3436
14	40.7854	42.0193	43.2799	44.5782	46.0166	47.2931	48.7119	50.1732	51.6784	53.2288	54.8256	56.4704	$1.4250

Proposed salary plan as of 09/13/19

ALLEGANY COUNTY
PEF SALARY PLAN

2024 — **40** HOURS / WEEK

GRADE	BASE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	Avg Increment
1	16.5541	17.0507	17.5622	18.0891	18.6318	19.1907	19.7664	20.3594	20.9702	21.5993	22.2473	22.9147	$0.5782
2	17.5586	18.0853	18.6279	19.1867	19.7623	20.3552	20.9659	21.5948	22.2427	22.9100	23.5973	24.3052	$0.6133
3	18.6359	19.1950	19.7708	20.3640	20.9749	21.6041	22.2523	22.9198	23.6074	24.3156	25.0451	25.7965	$0.6510
4	19.7717	20.3648	20.9758	21.6050	22.2632	22.9208	23.6084	24.3167	25.0462	25.7976	26.5715	27.3686	$0.6906
5	20.9655	21.5945	22.2423	22.9096	23.5988	24.3047	25.0339	25.7849	26.5585	27.3552	28.1758	29.0211	$0.7323
6	22.2468	22.9142	23.6016	24.3097	25.0390	25.7902	26.5639	27.3608	28.1816	29.0270	29.8979	30.7948	$0.7771
7	23.6010	24.3090	25.0383	25.7894	26.5631	27.3600	28.1808	29.0262	29.8970	30.7939	31.7177	32.6693	$0.8244
8	25.0424	25.7837	26.5675	27.3845	28.1865	29.0310	29.9020	30.7990	31.7230	32.6747	33.6549	34.6646	$0.8747
9	26.5710	27.3681	28.1892	29.0348	29.9059	30.8031	31.7272	32.6790	33.6593	34.6691	35.7092	36.7805	$0.9281
10	28.1871	29.0327	29.9037	30.8008	31.7248	32.6766	33.6569	34.6886	35.7066	36.7778	37.8811	39.0175	$0.9846
11	29.9061	30.8022	31.7263	32.6781	33.6584	34.6682	35.7082	36.7795	37.8829	39.0193	40.1899	41.3956	$1.0446

Proposed salary plan as of 09/13/19

Appendix E – 2024 PEF Salary Table (New Rates)

ALLEGANY COUNTY
2024 PEF SALARY PLAN
35 HOURS / WEEK

Grade	Base	1	2	3	4	5	6	7	8	9	10	11	Average Change
1	19.5747	20.1620	20.7669	21.3899	22.0316	22.6925	23.3733	24.0745	24.7967	25.5406	26.3068	27.0960	0.6838
2	20.7803	21.4037	22.0458	22.7072	23.3884	24.0901	24.8128	25.5572	26.3239	27.1136	27.9270	28.7648	0.7259
3	22.0462	22.7076	23.3888	24.0905	24.8132	25.5576	26.3243	27.1141	27.9275	28.7653	29.6283	30.5171	0.7701
4	23.3870	24.0886	24.8112	25.5556	26.3222	27.1119	27.9253	28.7630	29.6259	30.5147	31.4301	32.3730	0.8169
5	24.8035	25.5476	26.3140	27.1034	27.9165	28.7540	29.6166	30.5051	31.4203	32.3629	33.3338	34.3338	0.8664
6	26.3104	27.0997	27.9127	28.7501	29.6126	30.5010	31.4160	32.3585	33.3293	34.3291	35.3590	36.4198	0.9190
7	27.9229	28.7605	29.6234	30.5121	31.4274	32.3702	33.3413	34.3416	35.3718	36.4330	37.5260	38.6518	0.9754
8	29.6256	30.5144	31.4298	32.3727	33.3439	34.3442	35.3746	36.4358	37.5289	38.6547	39.8144	41.0088	1.0348
9	31.4188	32.3613	33.3322	34.3321	35.3621	36.4230	37.5157	38.6411	39.8004	40.9944	42.2242	43.4909	1.0975
10	33.3326	34.3326	35.3625	36.4234	37.5161	38.6416	39.8009	40.9949	42.2247	43.4915	44.7962	46.1401	1.1643
11	35.3670	36.4280	37.5208	38.6465	39.8059	41.0000	42.2300	43.4969	44.8018	46.1459	47.5303	48.9562	1.2354
12	37.5218	38.6474	39.8068	41.0010	42.2311	43.4980	44.8029	46.1470	47.5314	48.9574	50.4261	51.9389	1.3106
13	39.8122	41.0066	42.2368	43.5039	44.8090	46.1533	47.5379	48.9640	50.4329	51.9459	53.5043	55.1094	1.3907
14	42.2232	43.4899	44.7946	46.1385	47.5226	48.9483	50.4168	51.9293	53.4871	55.0917	56.7445	58.4468	1.4749

ALLEGANY COUNTY
2024 PEF SALARY PLAN
40 HOURS / WEEK

Grade	Base	1	2	3	4	5	6	7	8	9	10	11	Average Change
1	17.1335	17.6475	18.1769	18.7222	19.2839	19.8624	20.4583	21.0720	21.7042	22.3553	23.0260	23.7168	0.5985
2	18.1732	18.7183	19.2799	19.8583	20.4540	21.0677	21.6997	22.3507	23.0212	23.7118	24.4232	25.1559	0.6348
3	19.2882	19.8668	20.4628	21.0767	21.7090	22.3603	23.0311	23.7220	24.4337	25.1667	25.9217	26.6993	0.6737
4	20.4637	21.0776	21.7099	22.3612	23.0321	23.7230	24.4347	25.1678	25.9228	26.7005	27.5015	28.3266	0.7148
5	21.6993	22.3503	23.0208	23.7114	24.4227	25.1554	25.9101	26.6874	27.4880	28.3127	29.1620	30.0369	0.7580
6	23.0254	23.7162	24.4277	25.1605	25.9153	26.6928	27.4936	28.3184	29.1679	30.0430	30.9443	31.8726	0.8043
7	24.4270	25.1598	25.9146	26.6921	27.4928	28.3176	29.1672	30.0422	30.9434	31.8717	32.8279	33.8127	0.8532
8	25.9189	26.6965	27.4973	28.3223	29.1719	30.0471	30.9485	31.8770	32.8333	33.8183	34.8328	35.8778	0.9054
9	27.5010	28.3260	29.1758	30.0511	30.9526	31.8812	32.8376	33.8227	34.8374	35.8825	36.9590	38.0678	0.9606
10	29.1736	30.0489	30.9503	31.8788	32.8352	33.8203	34.8349	35.8799	36.9563	38.0650	39.2069	40.3832	1.0190
11	30.9518	31.8803	32.8367	33.8218	34.8365	35.8816	36.9580	38.0668	39.2088	40.3851	41.5966	42.8445	1.0812

Appendix F – 2025 PEF Salary Table

ALLEGANY COUNTY
2025 PEF SALARY PLAN
35 HOURS / WEEK

Grade	Base	1	2	3	4	5	6	7	8	9	10	11	Average Change
1	20.3374	20.9476	21.5760	22.2233	22.8900	23.5767	24.2840	25.0125	25.7629	26.5357	27.3318	28.1518	0.7104
2	21.5900	22.2377	22.9048	23.5919	24.2997	25.0287	25.7796	26.5529	27.3495	28.1700	29.0151	29.8856	0.7541
3	22.9052	23.5924	24.3002	25.0292	25.7801	26.5535	27.3501	28.1706	29.0157	29.8861	30.7827	31.7062	0.8001
4	24.2983	25.0272	25.7781	26.5514	27.3479	28.1684	29.0134	29.8838	30.7803	31.7038	32.6549	33.6345	0.8487
5	25.7700	26.5431	27.3394	28.1596	29.0043	29.8745	30.7707	31.6938	32.6446	33.6240	34.6327	35.6717	0.9002
6	27.3356	28.1557	29.0003	29.8703	30.7665	31.6895	32.6401	33.6193	34.6279	35.6668	36.7368	37.8389	0.9548
7	29.0109	29.8813	30.7777	31.7010	32.6521	33.6316	34.6406	35.6798	36.7502	37.8527	38.9883	40.1579	1.0134
8	30.7801	31.7035	32.6546	33.6342	34.6432	35.6825	36.7530	37.8556	38.9913	40.1610	41.3658	42.6068	1.0752
9	32.6430	33.6223	34.6310	35.6699	36.7400	37.8422	38.9775	40.1468	41.3512	42.5918	43.8695	45.1856	1.1402
10	34.6314	35.6704	36.7405	37.8427	38.9780	40.1473	41.3517	42.5923	43.8700	45.1862	46.5417	47.9380	1.2097
11	36.7451	37.8474	38.9829	40.1524	41.3569	42.5976	43.8756	45.1918	46.5476	47.9440	49.3823	50.8638	1.2835
12	38.9839	40.1534	41.3580	42.5987	43.8767	45.1930	46.5488	47.9452	49.3836	50.8651	52.3910	53.9628	1.3617
13	41.3635	42.6044	43.8825	45.1990	46.5550	47.9516	49.3902	50.8719	52.3980	53.9700	55.5891	57.2568	1.4448
14	43.8684	45.1845	46.5400	47.9362	49.3743	50.8556	52.3812	53.9527	55.5712	57.2384	58.9555	60.7242	1.5323

ALLEGANY COUNTY
2025 PEF SALARY PLAN
40 HOURS / WEEK

Grade	Base	1	2	3	4	5	6	7	8	9	10	11	Average Change
1	17.7953	18.3291	18.8790	19.4454	20.0287	20.6296	21.2485	21.8859	22.5425	23.2188	23.9153	24.6328	0.6216
2	18.8912	19.4580	20.0417	20.6430	21.2622	21.9001	22.5571	23.2338	23.9308	24.6488	25.3882	26.1499	0.6599
3	20.0422	20.6435	21.2628	21.9007	22.5577	23.2344	23.9315	24.6494	25.3889	26.1506	26.9351	27.7431	0.7001
4	21.2611	21.8990	22.5559	23.2326	23.9296	24.6475	25.3869	26.1485	26.9330	27.7409	28.5732	29.4304	0.7427
5	22.5489	23.2254	23.9222	24.6398	25.3790	26.1404	26.9246	27.7323	28.5643	29.4212	30.3039	31.2130	0.7878
6	23.9185	24.6361	25.3752	26.1364	26.9205	27.7281	28.5600	29.4168	30.2993	31.2082	32.1445	33.1088	0.8355
7	25.3848	26.1463	26.9307	27.7386	28.5708	29.4279	30.3107	31.2201	32.1567	33.1214	34.1150	35.1384	0.8867
8	26.9323	27.7403	28.5725	29.4297	30.3125	31.2219	32.1586	33.1233	34.1170	35.1406	36.1948	37.2806	0.9408
9	28.5626	29.4195	30.3021	31.2112	32.1475	33.1119	34.1053	35.1284	36.1823	37.2678	38.3858	39.5374	0.9977
10	30.3025	31.2116	32.1479	33.1124	34.1057	35.1289	36.1828	37.2683	38.3863	39.5379	40.7240	41.9457	1.0585
11	32.1519	33.1165	34.1100	35.1333	36.1873	37.2729	38.3911	39.5428	40.7291	41.9510	43.2095	44.5058	1.1231

Appendix G – Salary Grades

PEF SALARY GRADES (35 hour)

Grade 1

Grade 2
Office Manager (Workers' Compensation)
Secretary to Public Health Director

Grade 3
Secretary to the District Attorney (Comp)
Secretary to the Public Defender

Grade 4
County Historian
Preschool Program Coordinator

Grade 5
Quality Coordinator
Senior Engineering Technician

Grade 6
Children's Services Director
Nutrition Services Coordinator
Office Manager
Senior Tax Map Technician
Supervising Public Health Educator
Tax Assessment Supervisor

Grade 7
Accountant
Case Supervisor, Grade B
Director of Weights & Measures
Intensive Case Manager
Maintenance Supervisor
Principal Social Welfare Examiner
Supervisor of Child Support Enforcement
Supervising Public Health Nurse
Coordinator, Services for the Aging
WIC Program Coordinator

Grade 8
DPW Fiscal Manager
Employment & Training Program Coordinator
Senior Accountant
Probation Supervisor

Grade 9
Director of Patient Services
Director of Temporary Assistance
Director of Environmental Health

Grade 10
Junior Engineer

Grade 11
Assistant Director of Community Services
Director of Administrative Services

Grade 14
County Engineer

PEF SALARY GRADES (40 hour)

Grade 5
Road Maintenance Supervisor

Grade 6
Automotive Mechanic Supervisor

Grade 7
Assistant General Supervisor
Bridge Construction Supervisor
Equipment Supervisor
Landfill Supervisor

Grade 9
General Supervisor

Appendix H – DPW Alternate Work Schedule

1. Allegany DPW Highway Division: Alternate Work Schedule

Summer Schedule: Day/10 Hour Day Policy and Procedure

(a) 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 and approved by the County Administrator. The Superintendent of Public Works will provide at least one week's notice of the change in schedule. The one-week notice may be waived under emergency situations.

(b) The workday for DPW field employees shall begin at 6:00 a.m. and end at 4:30 p.m; and the workdays for County Engineer and Senior Engineering Technician shall begin at 7:00 a.m. and end at 4:30 p.m. Mondays, Tuesdays and Wednesdays and shall begin 7:00 a.m. and end at 3:30 a.m. Thursdays.

(c) 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.

(d) During this period, employees affected by this agreement will be compensated 10 hours of Holiday pay for all recognized holidays that fall on a Monday through Thursday. 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.

Winter Schedule

The terms set forth in the Snow and Ice Agreement will take effect each winter, except that the County, at its option, reserves the right to reopen this provision should operational needs for the coming year require an adjustment or if necessary to coordinate with the schedule of other employees in the DPW Highway Division. Further, in the event that the Union wishes to discuss the Snow and Ice Agreement before the start of any winter, the County will agree to meet and discuss with the Union about the same.

2. 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 Drivers License having a Hazardous Materials Endorsement will be reimbursed the Hazardous Materials Endorsement fee.

Appendix I – Snow and Ice Agreement

SNOW AND ICE AGREEMENT
BETWEEN ALLEGANY COUNTY AND
THE PUBLIC EMPLOYEES FEDERATION

The primary intent of this Snow and Ice Agreement is to establish temporary supervisory positions on other than regular work shifts to assist Allegany County to better serve public safety issues as they pertain to Snow and Ice Removal.

Supervisor, as used in this agreement, means PEF members employed by the Department of Public Works as Grade (5) or Grade (7) Highway Division Supervisors.

1. A morning shift to begin at 4:00 am. and ending at 12:00 p.m., Monday thru Friday.

2. An afternoon shift to begin at 1:30 p.m. and ending at 10:00 p.m., Monday thru Friday.

3. A shift will be consist of one (1) Supervisor and 3 to 6 snowplow operators as designated by AFSCME employee agreement.

4. The snow and ice removal season will commence upon the termination of the DPW Highway Division 4 Day/10-hour schedule and will cease with the commencement of the DPW Highway Division 4 Day/10-hour schedule. The commencement and termination dates of the snow and ice season schedule will be determined by the Superintendent of Public Works and approved by the County Administrator. The Superintendent of Public Works will provide at least one week's notice of the change in schedule. The one-week notice may be waived under emergency situations.

5. Typical duties shall be outlined in Attachment (A).

6. AM. Supervisors will establish an "On Call" roster to provide snow and ice removal on all weekends and holidays as determined by weather conditions. All shifts will be compensated 4 hours straight time, if not called out, to be taken in pay or compensatory time. If Supervisors are required to "Call Out" snowplow operators, they shall be compensated for time worked at the prescribed overtime rate for that shift in pay or compensatory time.

    a. All overtime for participating employees shall be equalized within 8 hours.
    b. Overtime hours credited equals overtime hours paid.
    c. Overtime refused equals overtime credited with the exception of refusals by employees called who are not on call.
    d. The DPW Chief Steward is to receive bi-weekly overtime reports.
    e. Any Supervisor who quits plowing with written notification of such prior to the end of the season will not be equalized; any employee who is off due to worker's compensation injury for four (4) weeks or less will be included in the equalization.
    f. Equalization pay will be received no later than the 2nd paycheck after the end of the snow and ice removal season as defined by this agreement.

g. The County reserves the right to assign overtime work for the purpose of equalization up to the Friday preceding the third Monday in April.
h. Any schedule changes must be mutually agreed upon between the DPW Chief Steward and management.
i. On-Call time shall be rotated between 5:00 a.m. to 1:00 p.m.; 1:00 p.m. to 9:00 p.m.; employee to be compensated four (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 will be charged against the on-call employee that refused as overtime worked.

7. Supervisors working under this agreement performing snow and ice work shall be compensated for the purposes only at the Grade (5) top salary step plus a $3.00 hourly seasonal premium for each shift.

8. Supervisors may carry all such earned compensatory time as per the collective bargaining agreement between PEF and the County.

9. Either party to this agreement may at any time request a meeting to discuss any problems that may arise during this agreement.

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

APPENDIX I ATTACHMENT (A)

Supervisory Activities Associated With Snow and Ice Removal

A. Coordinate snow removal operations in accordance with current Allegany County policies.

B. Coordinate the efficient use of assigned personnel and equipment to perform snow removal operation sand maintains public safety.

C. Conduct training of personnel in the proper use and safe operations of snow removal equipment.

D. Maintain records of snow removal efforts and the use of equipment, materials and personnel.

E. Monitor weather conditions and deploy required personnel and equipment as needed.

F. Maintain contact with all personnel during snow removal operations to ensure safety.

G. Establish an "On Call" roster to provide snow removal personnel during weekends and holidays.

H. Maintain contact with Emergency Service during weekends and holidays to ensure assistance as required to provide snow removal and emergency maintenance.

I. Direct personnel in the maintenance and servicing of equipment at prescribed intervals.

J. Assist the DPW General Supervisor as directed.

APPENDIX J - On-Call Procedures and Compensation

MEMORANDUM OF AGREEMENT BETWEEN
PUBLIC EMPLOYEES FEDERATION, AFL-CIO (DIVISION 514)
and
THE COUNTY OF ALLEGANY
REGARDING ON-CALL PROCEDURES AND COMPENSATION

PREAMBLE
Consistent with the Collective Bargaining Agreement ("CBA") between the County of Allegany (the "County") and the Public Employees Federation, Division 514 (the "Union"), the parties agree to the following:

1. **On-Call Program**
   In order to provide access to leadership for events that occur off shifts and during weekends and holidays, the County has implemented selective Department on-call programs.

2. **On-call Designees**
   Department of Probation on-call Union employees are Probation Supervisors; Department of Health on-call Union employees are Supervisor of Public Health Education, Director of Patient Services, Director of Environmental Health, Children's Services Director and WIC Program Coordinator. Department of Social Services on-call Union employees are Case Supervisors Grade B. Department of Community Services on-call Union employees are Intensive Case Managers.

3. **Procedures**

A. On-Call Designees are responsible for checking the working status of the cell phone or land line before the on-call period begins and maintain it in operational mode at all times. As applicable, they will stay within range of the device in order to answer any potential calls.

B. On-Call Designees will be required to respond to all issues. It is expected that all calls will be responded to within one (1) hour. Failure to respond may result in disciplinary action and shall be handled in accordance with Articles 17 and 18 of the CBA, to wit: Settlement of Disputes and Removal and Other Disciplinary Action. Any unforeseen circumstances that give rise to an On-Call Designee being unable to respond to a call will advise their Department Head so that appropriate backup coverage can be available.

4. Compensation

A. Effective January 1, 2020, On-Call Designees will receive a $1.60 stipend per hour during the period that they are on-call, excluding hours they are scheduled to work {17 hours of stipend pay during the 7 hour workdays, 24 hours of stipend pay on non-working days).

B. Effective January 1, 2021 and each year thereafter for the duration of this CBA, the hourly stipend shall be as follows:

- January 1, 2021 ……..... $1. 70
- January 1, 2022 ..... $ 1.80
- January 1, 2023 ..... $1.90
- January 1, 2024 ..... $2.00

C. On-Call Designees shall be eligible for overtime pay to compensate them for telephone calls accepted after hours as follows: (i) for each incoming telephone call compensation shall be one (1) hour straight pay; {ii) for each outgoing telephone call there shall be no additional pay; and (iii) for the actual cost of outgoing long distance telephone calls the On-Call Designee is entitled to reimbursement with proof of expenses.

D. On-Call Designees claiming compensation for after hours telephone calls and/or responding to a crisis requiring that they leave their home must indicate same on their time sheets including case identifiers (e.g., case name, answering service, hotline call, etc.) and shall be compensated In accordance with Article 4 (Reporting Time) of the CBA.

5. Modification of Agreement

This Memorandum of Agreement may be amended or modified by a written agreement between the County and the Union and signed by the parties.