

7/10/2020

AGREEMENT

by and between the

COUNTY OF PUTNAM

And

**PUTNAM MANAGEMENT
ASSOCIATION**

January 1, 2019 – December 31, 2023

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PREAMBLE

This Agreement made and entered into this ____ day of _____ 2020, by and between the **COUNTY OF PUTNAM, NEW YORK**, (hereinafter referred to as the "**County**") and **THE PUTNAM MANAGEMENT ASSOCIATION**, (hereinafter referred to as the "**Union**") represents the complete settlement by the parties of all bargainable issues between the County and the Union.

ARTICLE I – DEFINITIONS

Section A - Definitions

For the purpose of administering this Agreement, the following definitions are hereby adopted:

1. **Terms and Conditions of Employment**

Salaries, wages, hours and other terms and conditions of employment.

2. **Membership Dues and Other Authorized Deductions**

The County shall deduct from the wages of employees and remit to the Union, regular membership dues, those deductions provided in Article II, Section D, to the extent allowed by law; payroll deductions shall be provided without charge from the County for employee payment to the deferred compensation program authorized by the County and for employee pre-tax co-payment of such health insurance premiums where such payments are authorized by each employee in writing as required above and in accordance with the rules of the State of New York or other relevant County policies.

3. **Employee**

Employee shall be defined to include the plural as well as the singular and to include males and females.

ARTICLE II – RECOGNITION AND DUES DEDUCTION

Section A – Appropriate Unit and Coverage

The County hereby recognizes the Union as the sole and exclusive Collective Bargaining Unit representative with unchallenged representation status for the maximum period allowed under the Taylor Law for the employees listed in Appendix "A". In the event new title(s) are created by the County during the term of this Agreement, the Union shall be informed, in writing, within fifteen (15) workdays of the establishment of such

new title(s). Employees paid from the County's 1094 Account shall not be included in the bargaining unit regardless of title.

Section B – Membership Dues and Other Authorized Union Deductions

1. Authorization and Remittance

a. Upon the County's receipt from an employee of a written authorization to deduct union membership dues (other than agency shop fee) from his/her salary, such deduction will be made and forwarded by the County to the Union monthly. Receipt by the County from an employee of a written statement canceling such union membership dues deduction will authorize the County to discontinue same. Said written authorizations or cancellations will be retained by the County and copies of the cancellations will be forwarded to the Union.

b. The County will provide to the Union quarterly upon request a listing of names, home addresses, work locations and position titles of newly hired, reinstated, promoted, and transferred employees as well as a listing of unit employees who have terminated employment. The County will also provide to the Union at least once per year upon request, a list of all Union retirees with their current addresses. The Union will supply to the County, once per year upon request, a list of the amounts to be withheld from every bargaining unit member and where to remit said funds. The Union will update the County any time those amounts change.

c. The Union shall indemnify, defend and save the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the County in reliance upon salary deduction authorizations submitted to the County.

Section C – Deductions

Upon written authorization of the employee, the Employer agrees to permit deductions from the employee's pay at no cost for:

- a. Insurance premiums for various insurance coverage sponsored by the Union;
- b. Deferred Compensation plans;
- c. Credit union contributions;
- d. Flex plan contributions as negotiated by the parties;
- e. VOTE-COPE

- f. Any other deductions as agreed to by the parties.
- g. County Health insurance premiums

In the event that any other deduction listed herein shall be applied, the authorization procedure outlined in Article II, Section (B)(1) shall be utilized to implement said deduction.

ARTICLE III - WORK, WORKWEEK, WORKDAY

Section A - Regular Work Week/Work Day

The regularly scheduled hours will be Monday through Friday, 9:00 a.m. to 5:00 p.m. with one (1) hour (unpaid) to be taken for lunch to begin not earlier than 11:00 a.m. and to end not later than 2:30 p.m.

When the need of an employee requires a variation from the regular starting time, the workday may begin up to one (1) hour earlier, with prior department head approval. Request shall be made in writing. When the number of employees requesting the same earlier starting time exceeds the ability of the department, section or any other unit of government, to meet the requests, seniority and County need shall be the basis for the selection of eligibility. On consent of the County and the employee, those departments where it may be appropriate, any category of employees may establish flexible work hours.

Section B - Summer Hours

During the period from June 15 through September 15, the County may schedule some working hours to begin and end up to one (1) hour earlier than the other nine (9) months of the year. The County will give consideration to the needs expressed by employees who may have a particular problem with their summer hours.

Section C - Biometric Time Clock

A time keeping system may be used in each department so that a record may be kept of arrival and departure times. Each department maintains its own records for work performed.

ARTICLE IV - COMPENSATION

Section A - Classification and Compensation

1. **Rules for Administering the Salary Plan**
 - a. The rules which follow apply equally to provisional or temporary employees as well as those with permanent status employed in a budgeted position.
2. **New Appointees**

A new appointee shall be hired at a rate of pay as determined by the County.

Section B – Promotions and Vacancies

a. When an employee is promoted to a higher position, his/her salary shall be determined at the sole discretion of the County, with non-binding input from the Union President but should not be less than the current salary.

b. The County shall reimburse employees the cost to participate in Civil Service promotional exams provided they actually participate in the exam.

c. Notice of permanent vacancies shall be emailed to a designated union representative no later than thirty (30) days following the position vacancy and time accrual payouts.

Section C – Layoffs and Recall

Layoffs shall be in accordance with New York State Civil Service Law and Putnam County Civil Service Rules and Regulations. The County may contract out or otherwise transfer bargaining unit work so long as it does not result in the layoff or discharge of more than three (3) existing permanent unit employees during the term of this Agreement.

Section D – Reinstatements

An employee reinstated within one (1) year to the same title shall be paid at their prior salary rate.

Section E - Tuition Reimbursement

a. Employees in the bargaining unit may apply for reimbursement for courses directly related to their position with the County upon recommendation of the Department Head and the Personnel Director, subject to final approval by the County Executive.

b. In order to be eligible for such reimbursement, an employee must have been employed with the County for at least one (1) year. The County may require that the employee remain in the employ of Putnam County for one year beyond the successful completion of such courses or the employee may be required to reimburse 100% of the County's cost of the course(s). This program shall be available only to full time employees.

c. The maximum reimbursement rate is set at eighty (80%) of the total cost of any course of study up to \$1,000.00 per course, provided that there is no other reimbursement for the cost and the County determines that the course is job related and proof of a passing grade of at least a "B" is provided. The failure to reimburse under subdivision (c), is subject to the grievance procedure.

d. Tuition reimbursement is for professional instruction received and shall not include reimbursement for credit or non-credit recreation, hobby or personal interest courses, unless these courses are job related, even if they are a degree conferral requirement.

Section F – Salary

1. Effective January 1, 2019: Each member’s salary shall be increased by two percent (2%).

a. Based upon years of service, effective January 1, 2019, there shall be a one-time bonus payout, not added to base. This payout shall be given to all members with the exception of any member receiving a \$5,000 increase in their salary in any given year, in the previous contract or this contract, as follows:

Years of Service

	0-10	10-15	15-20	20-25	25+
BANDS					
1-4	\$0	\$300	\$400	\$500	\$600
5-8	\$500	\$500	\$600	\$700	\$800
9+	\$600	\$700	\$800	\$1,000	\$1,200

2. Effective January 1, 2020: Each member’s salary shall be increased by two and one-half percent (2.5%).

3. Effective January 1, 2021: Each member’s salary shall be increased by two and three-eighths percent (2.375%), provided that the NYS Legislature approves the Putnam County Sales Tax Extension set to expire effective November 30, 2020.

4. Effective January 1, 2022: Each member’s salary shall be increased by two and three-eighths percent (2.375%), provided that the NYS Legislature approves the Putnam County Sales Tax Extension set to expire effective November 30, 2020.

5. Effective January 1, 2023. Each member's salary shall be increased by two and one-eighth percent (2.125%), provided that the NYS Legislature approves the Putnam County Sales Tax Extension set to expire effective November 30, 2020.

Section G – Time

1. Overtime – Regular

Members shall not be entitled to overtime compensation except as provided by law.

2. Compensatory Time-Off

At the discretion of the Department Head, compensatory time off will be allowed on an hour-for-hour basis for hours worked beyond forty (40) hours per week to a maximum accumulation of forty (40) hours. Any compensatory time shall be used within 180 days of the compensatory time having been earned. Use of sick and/or personal time shall not be considered as time worked in the work week for purposes determining eligibility for compensatory time. There shall be no payment for compensatory time at termination and/or retirement unless required by Federal or State Law.

Section H – Mileage Reimbursement

1. Any employee using his/her own car for County business with the prior approval of the Department Head, shall be reimbursed at the Internal Revenue Service (IRS) rate current at the time.

2. Employees will deduct from their daily total mileage the amount of miles of a round-trip from their home to their assigned office. This deduction will not apply when the employee works on a holiday, a day off or outside his/her normal workday. Documentation should be attached to the voucher setting forth the date, time and place of all meetings. When a meeting notice is not available, written authorization of the Department Head will suffice.

Section I – Final Salary

Resigning employees will be paid for any accrued vacation on a lump sum basis.

Section J – Deferred Compensation

Employee payment to the deferred compensation program authorized by the County shall be made in accordance with Article I, Section A(2).

Section K – Direct Deposit

Employees shall be required to receive their pay via direct deposit. The County will provide pay stubs to all employees electronically as requested. Employee access to the Employee Self Service module shall be deemed delivery of a pay stub.

ARTICLE V – SAFETY AND HEALTH

The County agrees to maintain a working environment that serves the comfort and well-being and safety of its employees. The sole enforcement agencies for this provision shall be limited to any of the statutorily authorized agencies for the enforcement of safety issues and not the grievance process contained herein.

Section A – Random Controlled Substance and Alcohol Testing

Any employee who, in the normal course of his/her work, is required to drive a vehicle while on County business shall be subject to random controlled substance and alcohol testing procedures that apply to employees with Commercial Driver's Licenses. All employees shall also be subject to reasonable suspicion testing for drugs and alcohol.

Section B – Equipment and Clothing

1. Environmental Health Employees

a. The County will provide safety equipment to environmental health employees assigned to outdoor duties that require safety equipment.

b. The County will provide an annual \$130 reimbursement for safety shoes for environmental health employees.

Section C - Appropriate Attire Policy

Employees are expected to dress professionally in accordance with their job assignment.

Section D - Inclement Weather Policy

In severe weather situations, the County Executive may decide to announce a delayed opening for the County, or a complete closing. However, when there is no official delayed opening or shutdown, it is the employees' responsibility to come to work.

If unable to get to work, employees must call their department within one (1) hour of the normal start of the work day to advise a supervisor of absence or arrival delay.

If, due to the weather condition, an employee is unable to get to work on time, or misses time during which the County is open, an employee has two options relative to the missed time. An employee may:

1. Choose to charge accrued time, other than sick leave, to cover the amount of time missed; or
2. Work additional time during the week in which the time was missed, or
3. In the succeeding three weeks pursuant to Section 206 of the County Law ("time lost any week because of the inclement weather may be made up during that week or the succeeding three weeks"). If an employee selects this option, all time made up in this manner is on an hour-for-hour basis. However, an employee may not work through his/her lunch time in order to make up the time.

Section E - Defensive Driving

All employees, who as part of their job responsibilities, are required to operate a County owned or leased vehicle, shall be required to participate in and be certified in the Defensive Driving Safety Course within one (1) year of their employment in such position, unless such course was unavailable, or missed due to extenuating circumstances, in which case the employee will participate in the next available course. The County shall give the course at no cost to the employee and shall be repeated and renewed by the employee in accordance with all applicable State regulation so as to ensure that said employee maintains a current and valid certificate of completion from said course at all times. All employees who are required to attend such course and do so during normal regularly schedule hours will not be charged their accrued time for the purpose of attending this course.

An employee may provide proof of completion of a NYS approved Defensive Driving Safety Course in lieu of the above requirement.

Any employees who do not have to drive as part of their job responsibilities may, with department head approval, participate in the Defensive Driving Safety Course. Non-County drivers will be charged the current fee by the County and any time used to attend such course shall be deducted from the employee's accruals.

Section F - First Aid Kits

The County agrees to furnish each County building, where practicable, with a first aid

kit to be maintained by the County Health Department.

Section G - Safety Committee

There is a County Safety Committee. The bargaining unit shall appoint one (1) member of the Union, to be appointed by the Union President, to serve on the Committee.

ARTICLE VI – HOLIDAYS WITH PAY

Section A – List of Days

The following days will be treated as paid holidays:

New Year's Day	Columbus Day
Martin Luther King, Jr.'s Birthday	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Friday Following Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Day After Christmas

The day after Christmas (December 26) shall be observed as a paid holiday only if the day after Christmas is a Tuesday, Wednesday, Thursday, or Friday.

Section B – Holidays Falling on Saturday or Sunday

If any of the above holidays fall on a Saturday, the preceding Friday shall be considered the holiday, and if any of the above holidays fall on a Sunday, the following Monday shall be considered the holiday. This provision shall not apply to the day off after Christmas Day.

Section C – Number of Paid Holidays

The holiday schedule set forth herein shall be deemed to grant employees no more than twelve (12) paid holidays in any one year.

Section D – Additional Holidays

It is understood that in addition to the above, the County Executive may designate such other days as he/she chooses as paid holidays or other excused days without establishing precedent under similar circumstances.

ARTICLE VII – VACATION WITH PAY

Section A – Schedule of Allowance

Employees shall earn vacation with pay in accordance with the following schedule:

1. During the initial year, through the first three (3) years of continuous County employment: 1 ¼ days per month will be accrued, to a maximum of fifteen (15) days per year.

2. Commencing with the fourth (4th) year of continuous County employment, on the first day of the month following an employee's anniversary date: 1 2/3 days per month will be accrued, to a maximum of twenty (20) days per year.

Section B – Accumulation

Vacations can be taken in the year or years earned and may be accumulated up to forty (40) days. Any time accrued in excess of forty (40) days remaining at the end of the year shall be lost and not carried over to the following calendar year.

In the event more than one (1) employee requests the same vacation period and can reasonably be spared from his/her duties, such employees who can reasonably be spared shall be granted vacation based on seniority in the respective department or within the respective work area. Vacations must be approved by the Department Head under such circumstances where the employee's failure to take such vacation would result in the loss to the employee of vacation time.

Section C – Manner of Payment in Event of Retirement

1. Payment in Lump Sum: The County shall have the option of paying an employee for earned and unused vacation upon retirement with two (2) weeks written notice, in a lump sum payment or allowing the employee to remain on the payroll for the accrued vacation period.

2. In the Event of Death of Employee: In the event of death of an employee, payment shall be made to the estate to be distributed in accordance with the applicable law.

ARTICLE VIII – LEAVES

Section A – Absence from Duty

Absence from duty by an employee of the County by reason of sickness or disability or by reason of illness, disability or death of a member of his/her family, shall be allowed according to the provisions in this Article. For the purposes of Section A, B and C of this Article, "immediate family" shall be defined as mother, father, brother, sister, child, mother-in-law, father-in-law, grandfather, grandmother, grandchildren, current step-parents and step-children.

Section B – Bereavement Leave

1. In the event of death in the employee's immediate family, he/she shall be granted time off without loss of regular pay up to a maximum of four (4) consecutive workdays, not chargeable to sick leave accruals. However, no employee shall receive less than three (3) working days.
2. Any leave requested and granted beyond said four (4) days shall be considered and charged as sick leave provided the employee has sufficient accrued sick leave.
3. Reasonable verification of the death may be required by the County.

Section C – Family Illness Leave

1. An employee may receive up to three (3) workdays of personal leave for a serious illness in the immediate family, not chargeable to sick leave accruals, but any leave taken beyond said three (3) days shall be considered and charged as sick leave. The leave shall be limited to one (1) occasion per family member per calendar year. Additional days may be granted by the Department Head, provided said employee has sufficient accrued sick leave.
2. Reasonable verification of serious illness may be required by the County.

Section D – Personal Leave

1. Personal Leave is leave with pay for personal reasons, and may be taken upon request to and permission from the employee's Department Head. Such permission shall be not unreasonably denied. This request shall be made by the employee with at least three (3) full working days' notice, except in cases of emergency.
2. Personal leave may be taken in a minimum of two (2) hour periods, except that an employee may take one (1) hour personal leave either at the beginning of a workday, or at the end of a workday upon request to, and permission from the employee's Department Head.
3. a. Four (4) personal leave days shall be credited to an employee in the service of the County which shall be prorated in the first year of employment. Thereafter days are credited at the beginning of the calendar year.
4. Personal leave days shall not be accruable. However, unused personal leave days will be credited to an employee's accrued sick leave time at the end of each year.

5. Should this benefit be reduced and/or increased for non-PuMa Management, it shall be likewise reduced and/or increased for the bargaining unit members, without the need for negotiation or approval by the union.

Section E – Sick Leave

1. Employees shall be granted sick leave, with pay, of one (1) working day per month, provided said employee is employed prior to the fifteenth (15th) day of such month, to a maximum of twelve (12) days per year.

Such sick leave with pay shall be granted to the employee by the Department Head. The employee must call in to his/her department head or other designee to advise that he/she will be absent as sick for the day within two (2) hours prior to the start of the normal work day. If such person does not call in sick within the time prescribed herein, such person may be denied sick leave.

2. The twelve (12) working days a year to be allowed an employee for sick leave with pay may thereafter be accumulated at the rate of one (1) day per month until a total of one hundred eighty (180) days is reached and may be kept to his/her credit for use for future sick leave.

3. When an employee because of sickness or disability is required to remain away from his/her employment beyond his/her sick leave allowance, the Department Head with County Executive approval, may grant additional sick leave, with due consideration being given to the employee's service prior thereto. However, in no case shall sick leave with pay be granted to any such person in excess of one hundred eighty (180) days in any one (1) calendar year.

4. The Department Head may require a physician's certificate for any absence of more than three days. A physician's certificate will be required for each thirty (30) days of continuous absence. In any case, the Department Head may require an examination by a physician, or other acceptable evidence that the illness is bona fide.

5. Allowable and allowed sick leave time shall be considered for all purposes as continuing service, but in the event of resignation or discharge of an employee, except for the purpose of retirement, his/her accumulated and unused sick leave time shall be canceled and the employee shall not be entitled to any payment therefor.

Section F - Cancer Screening

1. The County shall provide leave for cancer screening in accord with New York Civil Service Law Section 159-b.

2. The leave will be considered to be paid leave, unless either a governmental authority or a court of law declares that the leave is unpaid under the New York State statute. Such leave will not be deducted from accrued sick leave or any other accruals.

3. Documentation is required and the forms are available at the Personnel Department. The form must be submitted and signed by the employee's supervisor prior to the leave time, and the second form is to be completed by the person giving the screening exam. The form should then be delivered to the department head and Personnel Department.

Section G - Workers' Compensation Leave

An employee necessarily absent from duty because of occupational injury or disease as defined in the Workers' Compensation Law shall be allowed leave from his/her position for the period of his/her absence necessitated by such injury or disease during which the employee draws vacation, sick leave, or other leave credits. The employee shall be entitled to restoration of such credits, including those used for absence of less than a full day, as are used during a period of absence for which an award of compensation has been made and credited to the employer as reimbursement for wages paid, such payments being prorated on the total reimbursement to the County.

Section H - Maternity Leave

Child care leave shall be granted in accordance with Federal and State Law unless extended with approval of the County Executive upon recommendation from the Department Head and Personnel Officer.

Section I - Jury and Court Appearance Leave

An employee required to serve as a juror or to appear in court, other than for personal matters, such as for divorce, child support, bankruptcy, etc., pursuant to subpoena or court order, shall be granted a leave with pay for such required attendance provided that any fees received for such attendance shall be paid to the County, exclusive of fees received for transportation.

Section J – Quarantine Leave

An employee isolated or quarantined because of exposure to a communicable disease, other than job related, shall be considered absent because of sickness and will be granted sick leave with pay during such isolation or quarantine.

Section K – Military Leave

An employee who is required to render ordered Military duty shall be granted a leave of absence as authorized by law.

Section L – Educational Leave of Absence

1. An employee who desires to engage in a course of study intended to increase the employee's usefulness to County service, and desires to secure a leave of absence from employment duties may, upon written request, and the approval of the County Executive, be granted a leave of absence without pay for a period not to exceed six (6) months. In an exceptional case, the County Executive may waive the provisions of this Section to permit an extension of the leave of absence without pay for an additional period not to exceed, in the aggregate, one (1) year from the date of commencement of the original leave. The approval of such leave of absence without pay shall be in written form, signed by the appointing officer and the employee.

2. When a leave of absence without pay for a period of six (6) months or as extended by the County Executive has been granted, a further leave of absence without pay shall not be granted unless the employee returns to this position and serves continuously therein for a period of three (3) months immediately preceding the subsequent leave of absence without pay.

3. Failure of an employee to return on the date of the expiration of any leave of absence without pay, or any authorized extension thereof, shall be deemed a resignation from the service upon the date such leave of absence without pay commenced, unless employee or immediate family member is sick or extenuating circumstances occur on the date of return.

ARTICLE IX – INSURANCE AND PENSIONS

Section A – Insurances

The County will, subject to any other provisions of this Article and any subsequent applicable Resolution passed by the Legislature, continue its current health insurance programs including Health Insurance, Disability Insurance, Dental Insurance, Life Insurance, AD&D Insurance and Flex Plan coverage, and will, except as modified below, pay the total cost of employee's and dependent's premiums for said programs.

1. Health Insurance

Employees shall contribute to health insurance in accordance with Section C titled "Management Health Insurance" contained in Resolution #227 of 2015, subject to any subsequent resolution(s) addressing this bargaining unit's health insurance contribution rates as may be passed by the County Legislature, including any time during the term of this agreement. Said section of this resolution was previously inapplicable to this bargaining unit, but upon ratification of this agreement Section C titled "Management Health Insurance" of Resolution #227 of 2015 becomes a part hereof. **Notwithstanding any reference made in other sections of Resolution #227 of 2015 to retiree health insurance, no retiree health insurance benefit is herein conferred either by resolution or by this contract.** (Emphasis added.)

2. Dental Insurance

The County shall provide a Dental Insurance Plan as selected by the County at the same cost to the employee as non-union management employees. This benefit and its cost is subject to unilateral change by the County without notice, negotiation or approval by the bargaining unit.

3. Insurance Carrier

(a)The County reserves the right to change insurance carriers so long as comparable benefits are provided. Prior to making a change, the County shall notify the Union President in writing at least sixty (60) days prior to the contemplated change.

(b) In the event the Union believes that the benefits being provided are not comparable, the Union after written notification of the contemplated change may demand arbitration of the issue with thirty (30) days after receiving said notification.

4. Disability Insurance

The County will provide a disability plan utilizing the current New York State level of benefits at the same cost as non-union management employees. This benefit and its cost is subject to unilateral change by the County without notice, negotiation or approval by the bargaining unit.

5. Life Insurance and Accidental Death and Disability Insurance

The County will provide a life insurance and accidental death and disability insurance plan as selected by the County at the same cost to the employee as non-union management employees. This benefit and its cost is subject to unilateral change by the County without notice, negotiation or approval by the bargaining unit.

6. Flex Plan

The County shall provide a flex plan at the same funding level provided to the employee as non-union management employees. This benefit and its cost is subject to unilateral change by the County without notice, negotiation or approval by the bargaining unit.

Section B – Pensions

The County shall continue participation in the NYS Employees Retirement System and shall continue to apply all Retirement and Social Security Law options that were in effect in Putnam County on January 1, 2015.

ARTICLE X – EMPLOYEE STATUS AND RIGHTS

Section A - Labor-Management Committee

A Labor-Management Committee shall be made up of three (3) representatives of the County and three (3) representatives of the Union. The purpose of said Committee shall be to discuss and resolve matters of mutual concern. Mutual agreements and matters resolved by the Committee shall be reduced to writing in the form of memoranda or correspondence between the parties.

Section B – Personnel File

1. An employee shall have an opportunity to review his/her personnel file in the Personnel Department, which shall be the only official file, at a mutually convenient date and time, in the presence of the appointing authority or the appointing authority's designee and his/her union representative within five (5) days' written request. The employee may place a written response in such file to anything contained therein which such employee deems to be adverse. However, confidential pre-employment material shall be privileged and not available to such employee.

2. Letters, memoranda and evaluations alleging incompetence or misconduct shall not be placed in an employee's personnel file until the employee has been given a copy of such material. The employee must sign a receipt acknowledging such material and such receipt will also be placed in the file. It is understood and agreed that signature by the employee does not signify agreement with such material. Should the employee refuse to sign it, it shall be noted on the receipt, which shall be deemed to be in compliance with the requirements of this section.

Section C – Performance Evaluations

The County may evaluate employee performance. The County and the Union agree to the attached form. (Appendix C). The County agrees that the Personnel Officer shall review all disputed evaluations with the affected employee and upon the affected employee's request, with the Union President or his/her designee. During the pendency of said negotiating, prior practice can continue for the first successor contract to this agreement.

Section D - Outside Employment Policy

All employees are required to adhere to the Putnam County Code of Ethics, which states in part, "to be impartial and free from conflicts of interest in fulfilling their public responsibilities." All employees are prohibited from engaging in any type of outside employment that requires primary obligations and loyalties to such outside employment to the detriment of the County, that conflicts with the Putnam County Code of Ethics or creates the appearance of impropriety. Specifically, any outside employment that requires the use of a license or professional degree that is required for their County employment shall be prohibited.

In addition and in accordance with the Putnam County Charter, any full-time managerial employees in the health department who are professionally licensed shall not engage in any

private practice, nor be employed in their field of County expertise by any private or other governmental entity.

ARTICLE XI — UNION STATUS AND RIGHTS

Section A – Representation Rights

1. Visitation Rights

The President of the Union or the designated agent shall have the right to visit the facilities of the County during normal working hours for the purpose of adjusting grievances and administering the terms of this Agreement. Such visit(s) will be allowed only upon request to and receipt of permission from the appropriate Department Head and/or the County Personnel Officer or their appropriate designees, so as not to conflict with or disturb County activities. Such permission shall not unreasonably be denied.

2. Union Activities

Absence from work assignment for Union activities will be permitted for those actively participating in (a) collective bargaining negotiations with County representatives (b) grievance procedures to which reference is made hereinafter; and (c) other legitimate Union activities, other than those set forth in (a) and (b) herein, upon request to, and the receipt of permission from the respective Department Head of such employee and/or the County Personnel Officer. Such permission shall not unreasonably be denied.

ARTICLE XII – COUNTY STATUS AND RIGHTS

Section A: The County of Putnam hereby retains and reserves unto itself without limitation, except as otherwise provided by and within this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitutions of the State of New York and of the United States, the Putnam County Charter, Putnam County Local Laws, and the Putnam County Code, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the County government and its properties and facilities and the activities related to the

employment of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible;

2. To hire all employees, to promote, transfer, assign and/or retain employees in positions within the County and in that regard to establish work rules;

3. To suspend, demote, discharge or take any other appropriate disciplinary action against an employee for good and just cause according to law;

4. To lay off employees because of economy, consolidation of functions, curtailment of activities; or otherwise;

5. Subject to the provisions of law and this Agreement to determine their qualifications and conditions for continued employment or assignment;

6. Except in an emergency, employees may be assigned by the County to perform any duty related to their job.

Section B – During the term of this agreement, the County may contract out or otherwise transfer bargaining unit work so long as it does not result in the layoff or discharge of more than three (3) then existing permanent unit employees.

ARTICLE XIII - POLICIES

The parties agree that County Policies, which are applicable to non-represented County management employees, shall be applicable to bargaining unit members. Such policies include the following:

Putnam County Alcohol and Drug Policy

Putnam County Drug Free Workplace Policy and Procedure

IT Use Policy

Cell Phone Policy

The parties further agree that any changes to the Policies that are applicable to non-union management employees shall also be applicable to bargaining unit members.

ARTICLE XIV – CONFORMITY WITH LAW

Section A – Compatibility with Law

1. This agreement shall be construed so as to be compatible with all Federal, State and Local laws and the invalidity of any provisions of this Agreement by reason of any such existing law shall not affect the validity of the surviving provisions.

2. If the enactment of legislation, or a determination by a court of final jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portion of this Agreement, which shall remain in full force and effect as of such invalid portion thereof had not been included herein. In the event that any provision of this Agreement is deemed invalid, parties agree to promptly commence negotiations to bargain replacement language.

Section B – Mandated Provisions of Law

1. Prohibition Against Strikes. Neither the Union nor the employees it represents shall engage in any strikes against the County, nor shall the Union cause, instigate, encourage or condone such a strike. Resolution of all disputes arising from the employer-employee relationship between the County and the Union shall be resolved in accordance with the provisions of this Agreement and the Public Employees Fair Employment Act of the State of New York.

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

ARTICLE XV

GRIEVANCE PROCEDURE AND ALTERNATE DISCIPLINARY PROCEDURE

GRIEVANCE PROCEDURE

Section A - Right of Representation

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise concerning the terms and conditions of this Agreement and resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her department head, and having the grievance adjusted without the intervention of the Union, except that any such adjustment of said grievance shall not be in conflict with the terms and conditions of this Agreement. The Union shall be provided a copy of any settlement.

3. The employee shall have the right to be represented by one Union representative designated by the employee or the Union President, in addition to a NYSUT staff member at any stage of the Grievance Procedure.

4. At Stage 1 of the Grievance Procedure, the employee has the right to represent him/herself or to choose a Union representative. The Union shall have the right to be present at Stages 2 and 3 of the Grievance Procedure and to receive a copy of all communications exchanged between the employee and the County with respect to the grievance in question.

5. All proceedings, to the extent practicable, shall be conducted during working hours. Employees shall be allowed time off from their regular duties to testify at hearings under this procedure and shall not be charged for such time away from work.

Section B - Grievance Defined

1A. The term "grievance" as used herein means any appeal by any individual employee, group of employees, or the Union on behalf of any individual employee or

group of employees, from the interpretation, application or violation of a specific term or provision of this Agreement. Other disputes which do not involve the interpretation, application or claimed violation of a specific term or provision of this Agreement shall not be considered grievances. This includes matters which are reviewable under administrative procedure established by law or pursuant to rules having the force and effect of law including, but not limited to, position classification, civil service examinations and ratings thereof. Grievances filed by an individual employee must be filed by such employee unless they are incapacitated. Class action grievances will only be filed when more than one employee has a matter at issue. Class action grievances affecting only employees within a single department will be filed with the Department Head of that department. Class action grievances affecting employees in more than one department shall be filed with the Personnel Department.

1B. Each grievance shall be submitted in writing and shall identify the aggrieved party, the provisions of this Agreement alleged to have been violated, the time, date and place where the alleged events or conditions constituting the grievance existed, and include a brief summary of the facts giving rise to the grievance and the remedy sought.

2. The following constitutes the sole exclusive method for resolving a grievance between the parties covered by this Agreement and shall be followed in its entirety unless any Step is waived by mutual Agreement.

3. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limit specified, or the grievant fails to adhere to the time limits stated herein, then the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding Step in the Grievance Procedure within the time limits prescribed, then the disposition of the grievance at the last preceding Step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for the decision of any Step in the Grievance Procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits

provided for processing a grievance at any Step in the Grievance Procedure. Any extension or contraction must be in writing.

Section C - Stages:

Step One: The aggrieved shall institute action under the provision herein within twenty-one (21) calendar days after the event giving rise to the grievance has occurred or should have been known to the grievant. An earnest effort shall be made to settle the differences between the aggrieved employee and his/her Department Head. Failure to act within said twenty-one (21) calendar days shall be deemed to constitute an abandonment of the grievance. The appropriate Department Head shall render a written decision within fourteen (14) calendar days after the receipt of the grievance. All grievances shall be in writing and shall be initiated by delivery to the appropriate Department Head.

Step Two: If the grievant and/or the Union wishes to appeal the decision of the Department Head, such appeal shall be presented in writing to the County Executive within fourteen (14) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The County Executive, or his/her representative, shall respond, in writing, to the grievant and/or the Union within twenty-one (21) calendar days after submission.

Step Three: If the Union is not satisfied with the determination in Step Two, it must, within twenty-one (21) calendar days after receiving the Step Two determination or may within twenty-one (21) calendar days of when the Step Two determination was due, refer the grievance to arbitration by filing a written Demand for Arbitration with the County Law Department. Arbitrations under this section will be referred to one of the arbitrators, who shall serve in rotation in the order named and according to the procedure below:

Howard Edelman

Susan McKenzie

Jeffrey Selchick

Jay Siegel

Rosemary Townley

When Demand for Arbitration has been filed with the County Law Department, representatives of the parties shall contact the next arbitrator scheduled to serve in order to arrange a hearing date. The parties have the option of contacting the next arbitrator in the event that the selected arbitrator cannot provide a date within sixty (60) calendar days.

Section D - The Arbitration Process

1. The arbitrator's decision will be in writing and will set forth his/her findings, reasoning's and conclusions on the issue submitted. The arbitration award must be rendered within thirty (30) calendar days after the close of the hearing unless otherwise mutually agreed to by the parties. Any award requiring the payment of back pay or other monies may only award such payment up to thirty (30) working days prior to the filing of the grievance. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The arbitrator shall have no power to alter, add to or detract from the provisions of this Agreement. The decision of the arbitrator shall be final and binding upon both parties.

2. The cost for the services of the arbitrator shall be borne equally between the County and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same.

3. The election to appeal a grievance to arbitration shall automatically be a waiver of all other remedies or forms which otherwise could be available, unless otherwise permitted by law.

4. The party requesting a transcript of the proceeding shall incur the cost and provide copies to the arbitrator and the other party.

ARTICLE XVI

DISCIPLINARY PROCEDURE

Employees in the non-competitive class, other than those designated as confidential or policy-influencing by the Civil Service Commission pursuant to Civil Service Law Section 42.2-a shall be granted rights pursuant to Section 75 of the Civil

Service Law upon completion of three (3) years of continuous permanent County service from date of hire in a permanent position. Breaks of service up to four years due to layoff shall not be deemed a break in continuous service for the purpose of this provision. However, no time during the period of layoff shall be considered towards length of service for the purposes of this provision.

Where the County seeks a penalty consisting of a reprimand, a fine not to exceed \$100.00 or a suspension without pay no greater than 30 days, the provisions and procedures of Section 75 shall apply.

Alternate Disciplinary Procedure

In the event that the County seeks to impose a penalty in excess of those specified above (i.e., suspension without pay for more than 30 days, demotion in grade and/or title, or dismissal), the employee has the option to either have a hearing pursuant to Section 75 of the New York State Civil Service Law or a hearing before an impartial Hearing Officer pursuant to the procedures set forth herein. In such cases, the County shall provide the employee with a Notice of Discipline, which shall include the following:

- a. A notice of charges describing the alleged acts forming the basis for the disciplinary action;
- b. The penalty sought;
- c. The right of the employee to select the alternate procedure or proceeding under the provisions of Section 75 of the Civil Service Law;
- d. The right of the employee to be presented at the hearing by the Union or a private attorney of his/her choice at his/her own expense;
- e. Notice that the employee must request a hearing by submitting an answer and written request within 8 days after receipt of the Notice of Discipline if he/she disagrees with the proposed penalty set forth therein. In the answer, the employee must make the election for a hearing pursuant to Section 75 of the Civil Service Law or the alternate procedure herein. If no election is made, a hearing shall proceed pursuant to Section 75;

f. Failure to file the required answer within 8 days of receipt of the Notice of Discipline will constitute acceptance of the proposed penalty by the employee and will settle the matter in its entirety. In the event that the employee selects the alternate procedure, the employee shall be entitled to a hearing before an impartial Hearing Officer agreed upon by the parties from the following list:

Howard Edelman
Susan McKenzie
Jeffrey Selchick
Jay Siegel
Rosemary Townley

The decision of the Hearing Officer shall be binding on all parties. Where the Hearing Officer cannot provide a date within 45 days, the next Hearing Officer on the list shall be contacted until a Hearing Officer is able to provide a hearing date within 45 calendar days. The cost of the Hearing Officer and the transcript shall be borne equally by the parties.

Where the employee selects the alternate procedure herein, the suspension without pay shall not be limited to the 30 days as provided in Section 75. This provision shall not apply to confidential or policy-making positions so designated by the Civil Service Commission pursuant to New York State and/or Putnam County Civil Service Rules and Appendices.

ARTICLE XVII – FULLY BARGAINED AGREEMENT

Section A – Duration

This Agreement represents and incorporates the settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

Section B – Negotiations

During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XVIII - TERM OF AGREEMENT

Section A - Duration

This agreement shall become effective when properly accepted by the County and the Union, and upon ratification by the Union membership and County Legislature as evidenced by the appropriate signatures appearing on the signature page hereof. The term of this Agreement shall be from January 1, 2019 through and including December 31, 2023, and thereafter from year to year unless one party gives notice in writing by certified United States mail to the other party by July 1, 2023, or in any subsequent year by July 1, of its desire to modify or terminate the provisions of this Agreement.

Section B - Negotiations

Request for the commencement of negotiations for a Successor Agreement shall be made in writing by either party no earlier than July 1, 2023. Such request shall be made in writing by certified mail. Collective bargaining negotiations shall commence on a mutually agreeable date but no later than 30-days after such request is made and shall be conducted by representatives of the County and the Union negotiating team, consisting of reasonable representation.

DATED: _____

PUTNAM MANAGEMENT
ASSOCIATION



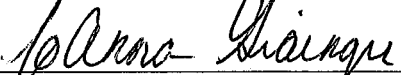
William Orr, President



Faye Thorpe, Vice President

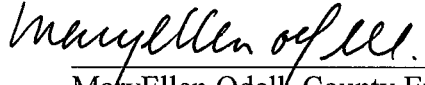


Grace Balcer, Treasurer



JoAnna Grainger, Secretary


COUNTY OF PUTNAM



MaryEllen Odell, County Executive



Jennifer S. Bumgarner, County Attorney



Paul J. Eldridge, Personnel Officer



William J. Carlin, Comm. of Finance

APPENDIX A



DO NOT COPY

EMPLOYEE PERFORMANCE FEEDBACK

Purpose

1. The primary objective of the Putnam County Employee Performance Feedback System is to provide information which will increase the individual employee's understanding of their job.
2. Even though the performance feedback process is typically regarded as a once a year event, for maximum effectiveness and fairness, performance feedback needs to be a day-to-day process. It is important for the supervisor to share positive and negative observations of performance with employees essentially as they occur. The fundamental difference between day-to-day and annual performance feedback is breadth and depth. Day-to-day feedback deals with support, adjustment, congratulations, and focus while the annual session deals with the same issues, but in a summary fashion. In addition, one of the primary points of emphasis in the annual feedback session should be performance planning.
3. Praise and criticism related to performance should focus on behavior and job performance, not upon the individual or his or her character. Furthermore, it is essential that praise and criticism be both timely and specific.
4. Providing daily and annual performance feedback is as much a part of the job of the supervisor as any of their other essential job responsibilities.

Instructions

Carefully read the statements at each end of the rating scale. Then consider that particular aspect of the employee's performance throughout the rating period. If one or the other of the statements accurately describes your perception of the employee's performance simply check the box nearest the most accurate statement. If the performance being considered is not well described select the box nearest the description which most nearly approximates your perception. To promote employee understanding, illustrate examples of ratings in the comments space provided beneath each entry. Specific examples are required for any ratings in the two far right boxes of the rating scale.

Important

Prepare 2 copies of this document for signatures and distribute accordingly: Forward one original copy to the Putnam County Personnel Department for placement in the employee's personnel file and one original copy to the employee. This is an official personnel document. **DO NOT COPY THESE ORIGINAL DOCUMENTS.**

Employee's Name: _____

Job Title: _____

Department: _____

Review Period - From: _____ To: _____

Date: _____

Putnam County Employee Performance Feedback

Demonstrates job knowledge.

Lack of job knowledge impairs performance.

Comments:

Deadlines are met.

Deadlines are frequently not met.

Comments:

Accepts responsibility willingly.

There are concerns about willingness to accept responsibility.

Comments:

Suggests constructive ideas for new and different ways of approaching work.

Work is often accomplished only after suggestion or direction.

Comments:

Projects/jobs are well-organized and planned.

Projects/jobs tend not to be well-organized and planned.

Comments:

Projects/jobs are conducted harmoniously and cooperatively.

Projects/jobs tend not to be accomplished harmoniously and cooperatively.

Comments:

Decisions are sound and reasonable.

Decisions tend not to reflect careful thought and consideration.

Comments:

Quality of work is high.

Quality of work is a concern.

Comments:

High priority tasks are completed.

Comments:

There is not always emphasis on completing high priority tasks.

Though not always welcomed, criticism is accepted and appropriate action taken.

Comments:

Responses to criticism can be problematic.

Cost containment is regarded and acted upon as an important priority factor.

Comments:

Cost containment is not regarded as an important priority.

Works effectively with public, clientele, and co-workers.

Comments:

Working with the public, clientele, and co-workers can be a problem.

Communicates well; giving or receiving information is usually easy and problem free.

Comments:

Communication needs improvement; giving or receiving information is sometimes problematic.

Safety for self and others is regarded as an important part of the job.

Comments:

Safety for self and others is not always apparent.

Job skills seem to be in line with demands and exhibits a willingness to learn new skills.

Comments:

Though usually proficient in current job skills, reaching beyond existing job skills is not always.

Conscientious about being at work regularly and on time; reflected in attendance record.

Comments:

Exhibits little concern for the effect of tardiness and absence; poor attendance record.

Particular strengths:

Areas where improvement is indicated:

Overall summary of performance for the past 12 months:

Plans and objectives for the forthcoming year: (attach additional sheets if necessary)

My signature acknowledges receipt of the Performance Feedback form and meeting with immediate supervisor, but does not necessarily indicate agreement with the shared information.

Employee's Comments:

Employee's Signature: _____ Date: _____

Signatures:

Supervisor: _____ Date: _____

Supervisor: _____ Date: _____

Department Head: _____ Date: _____

Putnam County Management Employee Performance Feedback

Employee's Name: _____ Date: _____

Department/unit planning is timely and thorough.

--	--	--	--	--	--	--	--

Department/unit planning is not sufficiently thorough.

Comments:

Budgetary issues are handled effectively.

--	--	--	--	--	--	--	--

Budgetary issues tend not to be handled effectively.

Comments:

Supervisory responsibilities are regarded and acted upon as a high priority.

--	--	--	--	--	--	--	--

There are times when supervisory responsibilities are given a low priority.

Comments:

Keeps management informed.

--	--	--	--	--	--	--	--

Does not always keep management informed.

Comments:

Daily and annual Performance Feedback is done effectively.

--	--	--	--	--	--	--	--

Daily and annual Performance Feedback responsibility is not always done effectively.

Comments:

Department objectives are effectively considered when decisions are made.

--	--	--	--	--	--	--	--

Department objectives are not always considered when decisions are made.

Comments:

Delegation and the sharing of responsibility tends to be practiced effectively and consistently.

--	--	--	--	--	--	--	--

Delegation and the sharing of responsibility does not seem to be practiced as regularly and/or as consistently as might be desirable.

Comments:

APPENDIX B

PUTNAM COUNTY ABSENTEEISM CONTROL PROGRAM

The Putnam County Absenteeism Control Program is intended to provide department supervisors with standardized monitoring, control and management systems to reduce employee absenteeism and tardiness, and, to prevent the inappropriate and/or excessive use of sick leave credits.

In lieu of a due process hearing pursuant to New York State Civil Service Law §75 or the Alternate Discipline Proceeding (ADP) in this agreement, the parties agree to the following discipline schedule for: (1) post probation permanent competitive class employees; and (2) permanent non-competitive or labor class employees with three (3) years of continuous county service. The employee has no recourse to challenge any penalty up to a one-day suspension. The employee's sole recourse to challenge any penalty beyond a one-day suspension sought by the County shall be via the grievance process. Prior to imposition of such a penalty, a grievance may be initiated at Step 4 of the grievance procedure pursuant to Article XV of the Bargaining Agreement utilizing the earliest available arbitrator pursuant to the language contained in Article XVI – ADP of the Bargaining Agreement.

A. UNAUTHORIZED ABSENCES

Counseling and/or discipline will be given to employees who accumulate occasions of absence in the twelve (12) month calendar year period commencing on January 1st, as follows:

- One (1) occasion.....Informal (verbal) Counseling
- Two (2) occasions.....Formal (written) Counseling
- Three (3) occasions.....Written Reprimand (Final Warning)
- An occasion of absence
within 3 months of a
Final Warning.....Dismissal

B. UNSCHEDULED ABSENCES

Counseling and/or discipline will be given to employees who accumulate occasions of absence in the twelve (12) month calendar year period commencing on January 1st, as follows:

- Six (6) Occasions.....Informal (verbal) counseling
- Seven (7) Occasions.....Formal (written) counseling

More than seven (7) occasions

Department Head/Supervisor shall contact the Personnel Department for review and discussion. Except in circumstances clearly supported by medical or other documentation, disciplinary action will be pursued, ranging from reprimand to dismissal depending upon the circumstances.

C. **LATENESS**

Counseling and/or discipline will be given to employees who accumulate occasions of lateness in the twelve (12) month calendar year period commencing on January 1st, as follows:

- Five (5) occasions.....Informal counseling
- Seven (7) occasions.....Formal counseling
- More than seven (7) occasions.....Reprimand (Final Warning)
- An occasion of lateness within 3 months of a Final Warning.....Dismissal

Note: All formal counseling sessions should include a reference to the first discussion and should be confirmed in writing with a copy to the employee's personnel file.

DEFINITIONS

a. **Unauthorized Absence** - an absence not approved prior to the end of an employee's last previous work shift and, which is not subsequently authorized. These types of absences fall into what is commonly referred to as "no call-no show" absences. If an employee is unable to report for work (absent a catastrophic situation or where the employee is incapacitated and unable to report to work); he/she must notify the supervisor or his/her designee within 2 hours after the start of the shift, in order to be considered for a subsequent authorization, otherwise the absence will be considered unauthorized. Employees who are out on unauthorized sick leave directly before or after a holiday, weekend, or vacation must submit a medical note upon the employee's return, otherwise a doctor's note can be required. Early departure from the assigned duty station without supervisory approval, will constitute an Unauthorized Absence.

b. Lateness - an absence of more than five (5) minutes from the assigned work station at the time work is scheduled to begin.

c. Occasions of Absence - any one (1) day, two (2) consecutive or three (3) consecutive workdays of absence. Evidence provided by a doctor which substantiates that an employee was unable to work for a period of longer than three (3) consecutive workdays will cause the longer period to count as one (1) occasion of absence. This medical substantiation must be submitted within five (5) business days of returning to work.

d. Unscheduled absence - an absence not requested and approved prior to the end of an employee's last previous work shift, even if such absence is subsequently approved or authorized and charged to leave credits¹. A Workers' Compensation injury/disease is an exception to this definition of unscheduled absence.

Note: Employees who have not previously received a formal written counseling memo and who receive approval for an absence other than sick leave following the completion of their last work shift will not be charged with an unscheduled absence.

¹The majority of incidents of unscheduled absence will be sick leave use as other types of leave must be requested and approved in advance.