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CONTRACT

between

THE COUNTY OF WAYNE, NEW YORK

and

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

WAYNE COUNTY LOCAL 859

WAYNE COUNTY SUPERVISORY EMPLOYEES

UNIT 9100

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January 1, 2011 - December 31, 2013
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THIS AGREEMENT is made pursuant to Article XIV of the Civil Service Law of the State of New York and entered into as of the 1st day of January, 2011, between the County of Wayne, hereinafter referred to as "County" and the Civil Service Employees Association, Inc., Local 1000 AFSCME, Wayne County Local 859, Wayne County Supervisory Employees Unit 9100, hereinafter referred to as the "Association."

ARTICLE 1. RECOGNITION

Section 1. Bargaining Unit

The County hereby recognizes the Association as the sole and exclusive negotiating agent for all employees of the County excluding elected and appointed officials, department heads, Director of Nursing Services, Criminal Investigator in District Attorney's Office, Sheriff's Lieutenants, Court Security Officers. Corrections Officers, Employees represented by IUE, Managerial Employees and Managerial Support Staff not subject to collective bargaining agreements, Deputy Sheriffs, professional caseworkers of the Social Services Department, part time (working less than forty (40) hours per month), temporary employees, seasonal, substitutes and high school and college students. Specific job titles included within the unit at this time are contained in the salary schedule annexed hereto.

All jobs reporting to the Board of Supervisors or which are otherwise determined to be confidential or managerial shall be excluded from the unit.

Section 2. Obligations of the Association

The Association expressly agrees, as a condition of the recognition contained in this Article, not to engage in a strike, slow down or other work stoppage, nor to instigate, encourage or condone the same.

Section 3. Discrimination

The County and the Association agree to perform their respective functions without regard to an employee's race, creed, color, national origin, age, sex, disability, marital status or sexual orientation.

Section 4. Term

The recognition herein shall be for the maximum period provided by law.
ARTICLE 2. ASSOCIATION SECURITY

Section 1. Wage Deductions

The County shall deduct from the wages of employees within the bargaining unit regular membership dues, and other authorized deductions, such as premiums for Association policies, for those employees who have signed the appropriate payroll deduction authorization(s) permitting such deduction(s).

The County shall remit such monies deducted monthly to: The Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210. The Association hereby agrees to hold the County harmless for any and all damages it may sustain as a result of making the payroll deductions provided for in this article.

Section 1(A). Agency Shop

The Association, having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this Agreement shall have deductions made from the wage or salary of employees of said bargaining unit who are not members of the Association, the amount equivalent to the dues levied by the Association. The Employer shall make such deductions and transmit the amount so deducted, along with a listing of such employees, to the Civil Service Employees Association Inc., 143 Washington Avenue, Albany, New York 12210.

Section 2. Discrimination

Membership in the Association shall be voluntary, and the County agrees that there shall be no discrimination, interference, restraint or coercion by the County, or any of its agents against any employee because of his/her membership in the Association or because of any lawful activities on behalf of the Association.

Section 3. Association Business

The Association may designate one or more delegates to attend conventions of the Association. Each year there shall be allowed to the Association a total of twelve (12) days leave with pay which shall be shared by the delegates. The President of the Association shall file written notice in the Office of the County Administrator ten (10) days prior to the day upon which such leave is to begin and shall specify the name(s) of the member(s) designated, date(s) requested and location of the function to be attended.
Section 4. Bulletin Boards

The Association shall have the right to post notices or other communications on existing County bulletin boards within the Department of its members. The Association, however, agrees that any item to be posted which is outside the realm of the business of the Association shall be approved by the Chairman of the Board of Supervisors in advance.

Section 5. Staff Representative

The Association staff representative may, for the purposes of administering this agreement meet with individual members on the job, providing that no inordinate interruption of work is caused by such meeting.

Section 6. Negotiating Committee

The Association may designate four (4) members to serve as a negotiating committee and such County employees shall be paid their regular salary for attending contract negotiation sessions in the event that such sessions occur during normal working hours. Members of the negotiating committee shall also be granted a maximum of four (4) hours time off with pay prior to the start of negotiations to prepare with their chief negotiator in the event that said meeting occurs during normal working hours. The committee can use all four hours for one meeting or can divide it up into any combination of hourly segments for a maximum of two meetings.

Section 7.

Upon the written request of the Association, the Employer shall supply to the Wayne County Supervisors Unit of CSEA, on a quarterly basis, a list of all employees in the bargaining unit showing each employee’s full name, social security number, item number, job title, work location, membership status, insurance deduction and first date of employment. It is understood and agreed that social security numbers and any other personal information that may be made available to the Association is for the Association’s confidential, exclusive use in conjunction with its rights and duties under the Taylor Law. The Association agrees that the non-consensual use of social security numbers and any other personal information by other agents of the Association, or the use or release of such information for other than statutory purposes, is not authorized by the County.

Section 8. Copies of Agreement

The County shall reproduce copies of this agreement in a form mutually agreeable to the parties. The County shall provide each member of the Unit with a copy of the
Agreement. The President of the Unit will be provided with fifteen (15) extra copies. Any additional copies requested shall be provided by the County at a cost of $2.50 per copy.

Section 9.
Officers and Stewards shall be allowed to act as representatives in the handling of grievances and to perform other Association duties. Reasonable time shall be allowed without loss of pay subject however to the operating efficiencies of the department and directions of the Supervisory personnel.

The following procedure shall be used by Officers and Stewards for release time for union business:
(a) The Officer or Steward shall notify his/her immediate supervisor of the requirement for release time and shall specify the place of intended visitation, that the purpose of release time is for union business and the estimated duration of stay.
(b) Upon arrival at destination, the Officer or Steward shall notify the Department Head or designee of his/her purpose and estimated duration of stay.
(c) The Officer or Steward shall, upon return to his/her work area, notify his/her supervisor of the time of return.
(d) All notification by the Officer or Steward to his/her supervisor should be in writing whenever possible.
(e) Release time for union business shall not be unreasonably denied.

Section 10.
The County shall provide a system for a payroll deposit plan with Rochester Community Savings Bank, Lyons National Bank and the Wayne County Teachers Federal Credit union for members of the bargaining unit.

It is the County’s intent to increase the number of financial institutions available to employees for automatic payroll deposit and transfer. The County reserves the right to enter into an agreement with a “lead bank” to perform payroll transfers to other financial institutions. Participation in an automatic payroll deposit and transfer program shall be voluntary and at no cost to the employee.

Section 11.
Members of the Board of Directors of the CSEA will be allowed time off to attend CSEA Board of Director’s business meetings without loss of pay. The County will be reimbursed by CSEA for time and benefits upon their return, or within thirty (30) days, according to CSEA Rules and Regulations.
ARTICLE 3. MANAGEMENT RIGHTS

Section 1.

The County retains the sole right to manage its business and services and to direct the work force, including the right to decide the number and location of its business and service operations, the 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 determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this agreement; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend and discharge employees for just cause, to hire, layoff, assign, transfer, promote and determine the qualifications of employees; to determine the starting and quitting time and the number of hours to be worked; subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement, or provided by law.

Section 2.

The above rights of the County are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to the County. Any and all rights, powers and authority the County had prior to entering this Agreement are retained by the County except where expressly and specifically abridged, delegated, granted or modified by this Agreement.

ARTICLE 4. ANNUAL LEAVE

Section 1.

(a) A full-time employee hired prior to the June 7, 2011 date of ratification of this Agreement by the Wayne County Board of Supervisors shall earn and accumulate leave credit at the rate of one-half (1/2) day per bi-weekly pay period and be credited with one (1) additional leave day on January 1st of each year for a maximum annual total of fourteen (14) leave days. An employee shall not earn annual leave for any bi-weekly pay period unless he/she is in full pay status for at least five (5) work days during such bi-weekly pay period.

(b) Upon completion of the following full years of continuous service, an employee hired prior to the June 7, 2011 date of ratification of this Agreement by the Wayne County Board of Supervisors will be credited on the employee’s anniversary date of
employment with the County, with additional annual leave days in accordance with the following schedule.

<table>
<thead>
<tr>
<th>Completed Years of Continuous Service</th>
<th>Additional Annual Leave Credit</th>
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<tbody>
<tr>
<td>5-9 years</td>
<td>5 days total per year</td>
</tr>
<tr>
<td>10 years and beyond</td>
<td>10 days total per year</td>
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(c) Upon completion of thirteen (13) bi-weekly pay periods of service, a full-time employee hired on or after June 7, 2011 will be credited with seven and one-half (7-1/2) days of annual leave. Thereafter, each such employee shall earn and accumulate leave credit at the rate of one-half (1/2) day per bi-weekly pay period. An employee shall not earn annual leave for any bi-weekly pay period unless he/she is in full pay status for at least five (5) work days during such bi-weekly pay period.

(d) Upon completion of the following years of continuous service, an employee hired on or after the June 7, 2011 date of ratification of this Agreement by the Wayne County Board of Supervisors will be credited on the employee's anniversary date of employment with the County, with additional annual leave in accordance with the following schedule:

<table>
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<tr>
<th>Completed Years of Continuous Service</th>
<th>Additional Annual Leave Credit</th>
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</thead>
<tbody>
<tr>
<td>5 years and beyond</td>
<td>5 days total per year</td>
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NOTE: For purposes of this Article, “an employee hired on or after the date of ratification of this Agreement by the Wayne County Board of Supervisors” shall not be interpreted to mean any employee holding a regular part-time or full-time position on that date within Wayne County service who is transferred or appointed after said date to a position represented by CSEA in the bargaining unit covered by this Agreement.

(e) An authorized leave of absence, military leave without pay or a resignation followed by a return to work, reinstatement or re-employment in County service within one year following such leave or resignation shall not constitute an interruption of continuous service for the purpose of subdivisions (b) and (d).

(f) An employee, during the calendar year, may accumulate annual leave in excess of thirty (30) days. However, no accumulation of annual leave in excess of thirty (30) days shall be permitted to be carried over from one calendar year to another.
(g) To the extent sick leave may be exhausted, an employee may request and use annual leave for purposes other than taking an annual leave. Annual leave shall not be requested, approved or taken in increments of less than one quarter (1/4) hour.

(h) In the event a holiday occurs during the period when an employee is on an approved annual leave, such day may be considered as a holiday and shall not be counted as part of the employee’s annual leave.

Section 2.

(a) Notice of the annual leave period desired shall be given in writing by each employee to the head of the department or his/her designee.

(b) Requests to use more than three (3) days of annual leave shall be responded to in writing within seven (7) days after the notice is received, exclusive of Saturday, Sunday or holidays.

(c) Requests to use three (3) days or less annual leave shall be responded to in writing within two (2) days after the notice is received, exclusive of Saturday, Sunday or holidays.

(d) Requests to use one (1) day or less of annual leave may be made with less than twenty-four (24) hours notice. Requests made as the result of a serious emergency shall not be unreasonably denied.

All annual leave shall be taken at a time agreed to by the department head and the employee.

Section 3.

Upon voluntary severance from the County, where a prior twenty (20) calendar day notice has been given by the employee to the County in writing an employee shall be entitled to unused annual leave pay due at time of severance. Said unused annual leave pay shall be paid to the employee in a lump sum. The rate of annual leave pay shall be the employee’s regular straight time hourly rate of pay in effect for the employee’s regular job on the last work day of the employee’s employment.

Upon the death of an employee, the unused annual leave days accrued by the employee at the time of death shall be paid to the employee’s estate.

Section 4.

In determining annual leave schedules seniority shall be the determining factor when all other factors, including the needs of the County, are considered equally among employees requesting the same time period for annual leave providing the employees request their leave on the same day.
Section 5.
Part-time employees working 700 hours or more in the period from January – December will receive six (6) leave days per year, based upon their normal regular work day, to be used effective the following January 1.

Section 6.
Annual leave shall not be requested, approved or taken in increments of less than one-quarter (1/4) hour.

Section 7.
When an employee on annual leave becomes seriously ill or injured and has proper medical verification, the employee will be permitted to convert those annual leave days to sick days.

Section 8.
An employee may elect to receive cash payment for up to five (5) days of accumulated but unused annual leave credit during any calendar year of employment. Such election shall be made in writing and submitted in advance in accordance with deadlines established by the Employer. Payment will be made only in full day blocks. Payments will be processed only on the first pay date in June and/or the first pay date in December. All such payments shall be at the employee's then current regular straight time hourly rate of pay.

ARTICLE 5. MILITARY LEAVE

Section 1.
Employees covered by this agreement will be paid for military leave in accordance with the Military Law of the State of New York.

Section 2.
Employees shall notify their supervisors as far in advance as possible of required military assignments and not later than the work day following receipt of official notice of such assignments.

Section 3.
It will be the responsibility of each employee, in order to be paid under this Article, to present his/her supervisor with an official record of the time spent for the claimed period of active service.
Section 4.
No employee will be required to apply his/her annual leave to any period of mandatory military service.

ARTICLE 6. BEREAVEMENT LEAVE

Section 1.
In the event of the death of an employee's current spouse or domestic partner, parent (including fosters adoptive parents, and step-parents), child (including natural, adopted, foster and stepchild), brother, sister, grandparents, spouse's grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, or other person who is a member of his/her household the employee shall be granted up to four (4) full days off relating to the death and/or funeral, plus the day of the funeral. The days granted will be compensated at the rate of the employee's regular day's pay.

If the funeral falls on a holiday, the following day can be taken as a bereavement day, providing that the next day is a regular scheduled work day.

Section 2.
In the event of the death of an employee's aunt, uncle, niece, nephew or cousin the employee shall be granted one (1) full day off to attend the funeral.

The one day will be compensated at the rate of the employee's regular day's pay. Should employees desire to utilize three (3) days under this section, they will be permitted to use two (2) days of accumulated sick leave in conjunction with the one (1) day granted for an aggregate of three (3) days leave.

If the funeral falls on a holiday, the following day can be taken as a bereavement day, providing that the next day is a regular scheduled work day.

Section 3.
Part-time employees will be granted 2 full days compensation at the rate of the employee’s regular day's pay for bereavement leave for family members associated in SECTION 1 of ARTICLE 6 and 1 full days compensation at the rate of the employee’s regular day’s pay for bereavement for family members associated in SECTION 2 of ARTICLE 6. If the funeral falls on a holiday, the following day can be taken as a bereavement day, providing that the next day is a regular scheduled workday.
Section 4.

In the event one (1) or more of the bereavement days in this section falls on an employee's annual leave, sick time or other paid time off, the employee shall, at his/her request, have the bereavement time substituted for the other time off work.

ARTICLE 7. LEAVE OF ABSENCE

Section 1.

Leave of absence without pay may be permitted upon request to the Department Head upon three (3) days written notice except that prior notice will not be required in an emergency situation. Leave shall be subject to the approval of the Department Head.

Section 2.

(a) A pregnancy related disability shall be treated in the same manner as any other non-occupational disability with respect to sick leave benefits and NYS disability insurance coverage. The employee shall notify her Department Head of the estimated start of such leave.

(b) An employee shall be entitled to a parental leave of absence not to exceed one (1) year in connection with the birth of the employee's child or the placement of a child with the employee for adoption or foster care. Female employees shall be entitled to use sick leave during the period of the pregnancy-related disability. In addition, employees may elect to use annual leave and accrued compensatory time during any approved parental leave. Once all annual leave and compensatory time credits have been exhausted, the balance of the parental leave shall be unpaid leave. The combination of paid and unpaid leave shall not exceed one (1) year and shall encompass any time during which the employee is on leave pursuant to the federal Family and Medical Leave Act (FMLA).

(c) Once FMLA benefits have been exhausted, the employee will be allowed to remain in the health insurance program at group rates during the unpaid portion of any parental leave provided that he/she pays the County the full cost of his/her health insurance.

(d) If the employee chooses at any time to resign from County service during an approved parental leave, the County shall recognize any rights he/she may have to continue his/her health insurance coverage under COBRA. An employee who fails to return to work immediately upon the expiration of an approved parental leave of absence shall be deemed to have voluntarily resigned from employment absent extenuating
circumstances deemed acceptable to the County's Director of Human Resources. Any
determination of the County's Director of Human Resources in that regard shall be final,
binding and not reviewable in any forum.

Section 3.
The County shall comply with the appropriate provisions of the Family and Medical

ARTICLE 8. HOLIDAYS

Section 1.
The following days shall be designated paid holidays: New Year's Day, Martin Luther
King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus
Day, one (1) floating holiday, Veterans Day, Thanksgiving Day, Day following
Thanksgiving Day, and Christmas Day.

When one of the above holidays falls on a Saturday, the preceding Friday shall be
designated as the holiday. When one of the above holidays falls on a Sunday, the
following Monday shall be designated as the holiday.

The floating holiday may be taken at a time mutually agreeable to the employee and
the department head (or his/her designee) and upon at least forty-eight (48) hours
advance notice. The floating holiday shall not otherwise be unduly denied. However, the
department head or his/her designee shall have the right to limit the number of
employees using a floating holiday on any given day due to work requirements. The
floating holiday shall be credited in the first full pay period in January each year.
However, new employees hired after the first pay period in January will be credited with
one (1) floating holiday at the time of hire. Employees hired on or after November 1 shall
not be credited with a floating holiday at the time of hire. An unused floating holiday shall
not accumulate from year to year but must be used within the calendar year it is earned.

Section 2.
If an employee is required to work on a holiday, the employee shall be paid at twice
his/her normal rate for such holiday, except as otherwise provided in the Article.

Section 3.
When County holidays, or days off, are celebrated at other times than New York
State holidays, the following departments will be minimally manned: Motor Vehicle,
County Clerk, County Treasurer, Clerk of the Board of Supervisors.

This provision also applies to the day after Thanksgiving.
Employees manning these departments pursuant to this provision shall be paid at twice their normal rate.

If the County takes the necessary steps to close all County offices on the day after Thanksgiving then employees would be paid in accordance with Section 1 of this Article. The union shall receive notice ninety (90) days prior to implementation.

**Section 4.**

(a) The following days shall be designated paid holidays for shift employees (as defined in the Article entitled “Work Week”) at the Wayne County Nursing Home: New Year’s Day, Thanksgiving Day, Christmas Day.

Shift employees who are required to work on these days shall receive twice their normal rate of pay. Shift employees who are not scheduled to work on these days shall be paid for the day off at straight time.

(b) Shift employees at the Nursing Home shall earn one (1) floating day of paid leave in each of the following months: February, March, April, May, June, July, August, September, and October. Floating days shall be used by the employee at a time to be mutually agreed upon by the Nursing Home Administrator and the employee, subject to the facility’s operational requirements. An employee may accumulate a maximum of three (3) floating days, provided however, that no accumulation of floating days shall be permitted to be carried over from one calendar year to another.

(c) If a shift employee is required to work on a holiday or floating day and is not given compensating time off, the employee shall be paid at twice his/her normal rate for such holiday or floating day.

(d) A shift employee who works on a holiday or floating day may be given a paid compensating leave day off in lieu of the holiday where agreed upon by the Head of the Department and the employee.

(e) Sections 1 and 2 of this Article shall apply for all non-shift employees at the Nursing Home and Health Related Facility.

**Section 5.**

Part-time employees working 700 hours or more in the period from January – December who work on New Year’s Day, Thanksgiving Day and/or Christmas Day shall be paid at one and one half (1.5) times their normal rate for all hours worked during those days.
Section 6.

Employees who are required to work on New Year’s Day, Thanksgiving Day and/or Christmas Day shall receive twice their normal rate of pay for all hours worked on those days.

Section 7. Floating Days (E-911 only)

Public Safety Dispatcher Supervisors shall earn one (1) floating day of paid leave in each of the following months: January, February, March, April, May, June, July, August and September. An employee must be on the payroll at least fifteen (15) calendar days during the month in order to accrue a floating holiday. Floating days shall be scheduled at a time mutually agreed upon by the employee and department head.

The “straight time” monetary equivalent (8 hours) of any floating days not used or scheduled by the end of the first payroll in November shall be included for payment to the employee in the November monthly payroll.

ARTICLE 9. SICK LEAVE

Section 1.

Absence from employment by an employee because of illness or disability shall be allowed as sick leave according to the provisions of this Article. Absence from employment because of illness or disability of a member of an employee’s immediate family will be treated and allowed as sick leave with the permission, and at the discretion, of the Department Head and/or his/her designee. For purposes of this provision, “immediate family” shall be defined as the employee’s: (i) current spouse or domestic partner; (ii) natural, adopted or foster child; (iii) stepchild; (iv) legal ward; (v) natural, step, or adoptive parent; or (vi) any other individual who is a member of the employee’s household.

Section 2.

In the event of a compensable accident or illness where payments are made in accordance with the provisions of the New York State Workers Compensation Law, the County shall be responsible to such employee for the difference between the benefits paid him/her by the compensation insurance and the amount of pay to which the employee would have been entitled under regular sick leave pay and such payment shall continue until all sick leave time is exhausted.

Section 3.

{H1628326.3}
(a) An employee shall be entitled to earn sick leave at the rate of one-half (1/2) working day per bi-weekly pay period and may be taken as earned. An employee shall not earn sick day credits for any bi-weekly pay period unless he/she is in full pay status for at least five (5) work days during such bi-weekly pay period.

(b) Sick leave days shall be allowed to accumulate on an unlimited basis.

If, after the first pay day in December, an employee has used five or less sick days for the previous twelve month period (12/1-11/30), the County will allow the employee to convert four (4) sick leave days as follows: add two (2) days to the employee's annual leave balance and the employee will be paid for two (2) days. The payment will be made before Christmas and the additional annual leave will be adjusted after the first of the year. It will be the employee's choice to convert their sick time in this manner. An employee must maintain a balance of at least twenty (20) sick days after the conversion.

(c) Notwithstanding the provision in Article 15 Section 2(d) retiring employees hired prior to March 31, 1977 may elect to be paid for any accumulated sick leave credits in excess of one hundred sixty-five (165) days in a lump sum at their rate of pay as of the date of their retirement.

Section 4.

Approved sick leave time shall for all purposes be considered as continuous service to the County.

Section 5.

The Department Head shall have the discretion to require an employee to present a physician’s certificate for any absence of more than three (3) days for which sick leave is requested. Where the illness or disability is of long duration, a physician’s certificate will be required for each two week period of absence from employment for which sick leave is requested. The Department Head shall also have the right to require an employee to present a physician’s certificate if there is a perception that the employee is abusing sick leave, has used an excessive amount of sick leave, is exhibiting pattern absenteeism, or under any other set of circumstances calling into question the legitimacy of sick leave use.

Section 6.

Where an employee because of illness or disability, is required to remain away from his/her employment beyond his/her earned sick leave days, he/she or a person on his/her behalf may petition by letter to the Board of Supervisors for additional sick leave.
consideration and it shall be within the sole discretion of the Board to affirm, modify or deny such petition.

Section 7.
Employees working forty (40) hours or more per month, but less than full time shall not be entitled to earn sick leave credits under Section 3.

Section 8.
Sick leave may be used in fifteen (15) minute segments.

Section 9.
Any employee engaging in gainful outside employment, during normal regular scheduled hours, while on sick leave from the County shall not be entitled to sick leave payment, and may be subject to disciplinary action by the County.

Section 10.
The CSEA Employees' Sick Leave Bank shall operate in accordance with the Memorandum of Agreement attached hereto.

ARTICLE 10. RETIREMENT PROGRAM
The County shall provide under the New York State Retirement System the non-contributory twenty year career plan (Section 75-I) with the guaranteed minimum death benefit, prior service purchase option, and unused sick leave riders.

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<th>Tier</th>
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<tr>
<td>Tier 1</td>
<td>Employees joining before July 1, 1973</td>
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<td>Tier 2</td>
<td>Employees joining after July 1, 1973</td>
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<td>Tier 3</td>
<td>Employees joining after July 1, 1976</td>
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<td>Tier 4</td>
<td>Employees joining after September 1, 1983</td>
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<td>Tier 5</td>
<td>Employees joining after January 1, 2010</td>
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ARTICLE 11. PROMOTIONS
When a full time employee is promoted to a position in a higher rated employment classification his/her salary shall be either:

(a) All full time employees shall receive their increments; longevity increases and annual leave bonuses on their anniversary date of their hire date, or date of promotion where appropriate. The pay will be effective on the first day of the payroll period in which the anniversary or promotional date falls.
(b) All full time employees receive general pay increases for their current Hire Rate, Midpoint or Job Rate effective January 1st of each year.

(c) In the event a full-time employee is promoted, his/her pay will be either:
   1. The Hire Rate of the position to which he/she is promoted; or
   2. If the employee's former rate is higher than the promotional Hire Rate, then the employee would be placed at the next higher step so that they receive a minimum of twenty cents ($0.20) per hour increase in pay, however, not to exceed the Job Rate for the position to which they are promoted.

**ARTICLE 12. WORK WEEK**

**Section 1.**

The various work weeks of the County Departments, unless modified by departmental needs, emergencies or other specified situations, shall be:

(a) Highway Department: Except as provided below, the regular work week for the employees shall be 40 hours per week, 8 hours per day, Friday through Thursday with Saturdays and Sundays off. Such work hours shall be in addition to unpaid meal periods. Effective prospectively upon the ratification of this Agreement (June 7, 2011), and during the period commencing with the first full payroll period in April of each year and extending through the last full payroll period in September of each year, the regular work week shall be 40 hours per week, 10 hours per day, Friday through Thursday, with Fridays, Saturdays and Sundays off. Such work hours shall be in addition to unpaid meal periods. During this four-day regular workweek period, all paid leave time shall be converted to hourly units and one hour of paid leave time shall be charged for each hour of work absence. Moreover, during this period, holidays which fall on Sunday will be observed on the following Monday, and holidays which fall on Friday or Saturday will be observed on the preceding Thursday. Furthermore, during this four-day regular workweek period, each Highway Department employee shall receive a $1.00 per hour bonus for each regular hour paid during said period but no more than $40.00 per workweek.

(b) Buildings and Grounds Department and Parks Department: The regular work week for non-clerical employees shall be 40 hours per week; the days and hours worked will be adjusted to the needs of the departments and may vary by service areas, seasonal requirements, and weather. Such work hours shall be in addition to unpaid meal periods.
(c) Nursing Home: Shift employees shall be placed on a fourteen (14) day schedule during which they shall work ten (10) 7.5 hour days. The term "shift employees" shall mean the personnel whose work occurs daily, seven (7) days per week and shall include all Nursing series personnel (Supervising Nurses). Work shifts for Nursing series personnel shall be 7:00 A.M. - 3:00 P.M.; 3:00 P.M. - 11:00 P.M.; 11:00 P.M. - 7:00 A.M.; each shift shall include a thirty (30) minute unpaid meal period. A Supervising Nurse required to report 15 minutes early or remain 15 minutes after his/her shift for patient reporting purposes shall be compensated for the time at his/her hourly rate. The daily work period for all other shift employees shall be established by the department head to meet the needs of the department and shall include a 30 minute unpaid meal period.

Category 1:
Non-shift employees at the Nursing Home:

1. Employees whose coverage is required on a non-shift basis Monday through Friday:
   i) Assistant Housekeeper shall work 37.5 hours per week, during the period from 7:00 A.M. to 4:00 P.M. In addition each employee will have a 30 minute unpaid lunch period each day.

Category 2:

2. Employees whose coverage is required at irregular hours per day daily:
   i) Leisure Time Activities Director - the regular work week shall be 37.5 hours per week plus a 30 minute unpaid meal period each day. The daily work periods shall be established by the department head according to the needs of the department.

(d) Except for the departments specified above and certain other individuals, the regular work week of County employees shall be 35 hours per week, 7 hours per day, scheduled between 9:00 A.M. - 5:00 P.M., Friday through Thursday with Saturdays and Sundays off.

(e) Office of the Sheriff, Civil Office: The regular work week for clerical employees shall be Monday through Friday, 40 hours per week, 8 hours per day. There shall be a minimum 30 minute unpaid meal period each day.

(f) E911: The regular work schedule shall be a four (4) days on - three (3) days off, four (4) days on – two (2) days off schedule. A normal four (4) day work schedule will consist of three (3) 8.25 hour days and one (1) 12.25 hour day.

(g) Any County department that initiates department wide flexible hours will use the following examples. Starting times may vary from 7:00 A.M. to 10:00 A.M. and
quitting times may vary from 3:00 P.M. to 6:00 P.M. All employees must work the hours of 10:00 A.M. to 3:00 P.M. The flex hours must be agreeable between the department head or his/her designee and the employee.

Section 2.

The work week described in Section 1 above shall be the general work week and hours for the categories designated. Employees for whom necessity and emergency requires a different schedule than that generally prescribed shall be in accordance with alternate schedules prepared by the Wayne County Board of Supervisors or a designated department head.

Section 3.

All employees are required to report to work at the scheduled time. Any tardiness shall be regarded as a violation of these rules. An employee tardy three times shall be subject to a written warning. Continued unexcused tardiness may be considered cause for suspension.

Section 4.

An employee absent on sick leave shall notify his/her supervisor of such absence and the reason therefore on the first day of such absence and every day thereafter, within one hour after the beginning of his/her work day; provided, however, that where the work is such that a substitute or coverage by another employee may be required, the appointing authority may require earlier notification, but not more than one hour prior to the beginning of the employee’s work day. In cases of emergency a responsible person may call in on the employee’s behalf.

If the employee has provided the supervisor with a medical statement giving specific dates of necessary sick leave, it is not necessary to report every day.

Section 5.

When an employee attends an approved training session, conference, and/or workshop (either mandatory or voluntary) which, including travel time to and from the event, is equivalent to a normal workday (7 hr/35 hr work week; 7.5 hr/37.5 hr work week; 8 hr/40 hr work week), that employee will not be required to return to the worksite to finish the work day.

Section 6.

The County and the Association agree to conduct discussions for the purpose of developing an emergency closing policy for County employees covered by this
ARTICLE 13. OVERTIME

Section 1. Regular

(a) Employees scheduled on a regular work week basis shall be paid at the straight time rate for all hours actually worked up to forty (40) hours. All hours actually worked in excess of forty (40) hours in any week shall be paid at the overtime rate of one and one-half (1.5) times the hourly rate. To qualify for payment at the overtime rate, the work must be authorized in advance by the appropriate supervisor.

(b) Nursing Home employees on a fourteen (14) day work schedule shall receive the overtime rate of one and one-half (1.5) times the hourly rate for all hours actually worked in excess of seven and one-half (7.5) hours a day or in excess of seventy-five (75) hours in a fourteen (14) day work cycle. This shall be done in accordance with the Fair Labor Standards Act. Sick leave shall not be counted as time worked in the computation of overtime. This provision shall take effect on the first payroll period of the month following ratification of the agreement by both parties. Continuation of this provision beyond one year of implementation shall require the consent of both parties. The parties will meet sixty (60) days prior to the end of this period to make the decision to continue or discontinue these provisions.

(c) All authorized overtime shall be calculated and paid to each employee in fifteen (15) minute segments.

Section 2. Compensation

All overtime shall be paid at one and one-half (1.5) times the employee's regular hourly rate.

Section 3. Pyramiding

There shall be no pyramiding or duplication of overtime hours.

Section 4. Call-In

When an employee has completed his/her regular daily shift, is released and then recalled to work, he/she shall be guaranteed a minimum of four (4) hours of overtime.

(E-911 clarification)

When an employee has completed his/her regular daily shift, is released and then recalled to work, he/she shall be guaranteed a minimum of four (4) hours overtime.
unless the four (4) hour period overlaps his/her scheduled shift. In cases of overlap he/she shall be paid overtime for call-in hours only.

Section 5.

Overtime shall be distributed as equally as possible among all the employees within their respective departments and the same job classification.

Section 6.

Annual leave, holidays, sick leave, bereavement leave, and compensatory time will be counted towards the calculation of overtime provided:

(a) Three or more days are actually worked during the one-half pay period for which overtime is claimed.

(b) An employee must actually work the last scheduled day before and the first scheduled day after a holiday.

(c) Approved annual leave immediately prior to a holiday, immediately following a holiday, or both shall be scheduled work days for qualification of holiday pay only.

(d) Bereavement leave may be used in conjunction with a holiday without loss of pay.

(E-911 only)

Annual leave days, holidays and floating days shall be counted as days worked in the computation of overtime. Sick days shall not be counted as days worked in the computation of overtime.

Section 7. Compensatory Time

At the employee's option compensatory time off may be provided for overtime incurred in the necessary performance of duties which results in an extension of the usual work day. Such compensatory time may be taken upon the approval of the employee's supervisor. Hours over forty (40) hours shall be computed at time and one-half (1.5) rate in accordance with the Fair Labor Standards Act.

Section 8. (E-911 only)

(a) Overtime shall be distributed as equally as possible among all the employees within the Department and the same job classifications. Prescheduled and mandatory overtime shall be offered first to the employee with the least amount of overtime offered. If not filled by canvassing, mandatory overtime shall then be assigned to the employee with the least amount of overtime worked.

(b) Any employee absent for a period of twenty (20) consecutive working days shall have the previous year's monthly average of overtime hours offered and overtime hours
actually worked added to that employee's record. No adjustment shall be made for any period of absence of less than twenty (20) consecutive days.

(c) Part time employees will be scheduled a maximum of thirty (30) hours per week. Part time employees will not be offered additional hours until all full time employees on the overtime call list have been canvassed. This provision shall not apply to mandatory commitments for part time employees (i.e., court appearances, training, etc.)

Section 9.

E-911 personnel required to report 15 minutes early to their shift for reporting purposes shall be compensated for the time at their hourly rates.

ARTICLE 14. SALARIES AND WAGES

Section 1.

Effective January 1, 2011, the hourly rates for positions covered by this Agreement, whether full-time or part-time, shall be increased 1.75%. Effective January 1, 2012, the hourly rates for positions covered by this Agreement, whether full-time or part-time, shall be increased 1.75%. Effective January 1, 2013, the hourly rates for positions covered by this Agreement, whether full-time or part-time, shall be increased 1.75%. During the term of this Agreement, salaries shall be paid to full-time employees in accordance with the 2011-13 Salary Schedule annexed hereto as "Appendix A". Each employee covered by this Agreement who is still on the County's active payroll as of the beginning of the payroll period immediately following ratification of this Agreement by both parties, and each individual who retired into the Retirement System on or after January 1, 2011, shall receive a retroactive payment computed upon the difference between his/her new base salary effective January 1, 2011, and his/her prior base salary for those hours or periods actually compensated, including overtime if any, running from January 1, 2011.

Section 2.

Nursing series employees (Supervising Nurses) at the Nursing Home whose shift assignments are either 3:00 P.M. to 11:00 P.M. or 11:00 P.M. to 7:00 A.M. shall receive in addition to their basic wage a $.60 per hour shift differential.

(E-911)
All full time employees, the majority of whose regularly scheduled working hours fall between 5:00 p.m. and 9:00 a.m. the following day ("A" and "C" lines) shall receive a shift differential of $.60/hour.

**Section 3.**

Except in the event of an emergency, no employee shall be required to work in a higher classification unless directed in writing by the supervisor. In the event that such out-of-title service exceeds ten (10) consecutive business days, the employee will receive out-of-title pay for the balance of the assignment. Out-of-title pay shall be at the closest salary step in the grade in which the employee is doing the out-of-title work that would result in an increase as compensation for the out-of-title work. Under no circumstance will that temporary amount be equal to or more than the amount that the same employee would receive if he/she were permanently or provisionally appointed to the higher position.

This provision is not intended to be applicable to:

(a) "Stand-ins" for employees who are on vacation.

(b) During posting and approval times required by the contract.

**ARTICLE 15. HEALTH INSURANCE**

**Section 1.**

(a) Effective January 1, 2008 or as soon as practicable, the County shall provide each employee covered under this contract with the Wayne County Health Care Plan Point-of-Service Program including Dental (DHP 15) $15.00 Co-pay. Dental coverage shall cease upon the employee’s retirement or severance from County service regardless of date of hire;

(b) The County will notify CSEA in writing of any change to the DHP 15 Prescription Drug Schedule within five (5) business days from the date any decision is made by the Board of Trustees of the Wayne County Health Care Plan Trust to implement such a change.

(c) When more than one family member is eligible to enroll for coverage under the County’s health insurance plans, there shall be no more than one family plan enrollment permitted in any family unit.

(d) Employees may change health insurance options once each year during an open transfer period established by the County. If an employee wants to change plans effective January 1st of any given year, he/she must notify the Personnel Office no later
than October 15th. This opportunity will be in addition to the annual window period. It will be the employee's responsibility to initiate this option. It will not be advertised by the County. Should the County offer new plans through the Trust (i.e. DHP 20), such plans shall be made available to all bargaining unit members.

(e) The premium costs for Health Insurance Coverage shall be paid as follows:

1. All employees covered by this agreement on full pay status on March 31, 1977 will have the full cost of Section 1(a) paid for by the County.

2. All new employees covered by this agreement on full pay status after March 31, 1977 will have the full cost of a single plan paid for by the County. Those employees requiring a Family Plan will have 80% of the cost of the plan paid for by the County.

3. All employees covered by this agreement on less than full pay status on March 31, 1977 will have fifty percent (50%) of the full cost of Section 1(a) paid for by the County.

4. All part-time employees, who work forty (40) hours or more per month, but less than full time, shall not be covered by any health insurance benefits provided for in article 15.

5. All new employees covered by this agreement on full pay status after March 31, 1977 will have 80% of the cost of a Family Plan paid for by the County.

6. All new employees on full pay status who were hired on or after May 15, 2001 shall have 90% of the cost of a Single Plan paid for by the County.

7. All employees on full pay status who were hired after March 31, 1977 but before May 15, 2001 who are enrolled in a single county sponsored health insurance plan and choose not to participate in the program described in Section 2(d) of this Article shall have the full cost of a Single Plan paid for by the County.

8. Employees hired after March 31, 1977 who enroll in a single health insurance plan on or after May 15, 2001 shall contribute 10% to the cost of the plan.

9. If an employee chooses to participate in the program described in Section 2(d) of this Article he/she will be required to contribute 10% towards the cost of a single plan. The decision to participate in the program is irrevocable.

10. If an employee hired after March 31, 1977 but before January 1, 2001 is enrolled in a family plan switches coverage to a single plan and notifies the County in writing that he/she does not want to participate in the program described in Section 2(d) of this article he/she shall have the Single Plan fully paid for by the County. If the employee does not notify the County of his/her intent not to participate, he/she shall
automatically be considered to be a participant in the program described in Section 2(d) of this Article and this designation shall be irrevocable.

11. If an employee who has chosen not to participate in the program described in Section 2(d) of this Article, switches coverage to a family plan and qualifies to participate in the program described in Section 2(d) of this Article upon retirement (retires with 10 consecutive years of service), he/she will have the value of his/her unused sick leave credit reduced by the cumulative total amount he/she should have paid towards the cost of a single plan had he/she chosen to participate when the program was first offered.

12. If an employee enrolled in a single plan, who has chosen not to participate in the program described in Section 2(d) of this Article, decides to participate, he/she must start contributing to the cost of his/her single plan (10%) prior to retirement. Upon retirement the value of the employee's unused sick leave credit will be reduced by the cumulative total amount he/she should have paid towards the cost of a single plan had he/she chosen to participate when the program was first offered.

13. If an employee and his/her spouse both work for the County and at the time of retirement are enrolled in a County sponsored family plan which covers dependent children, both employees unused sick leave credits may be applied to the plan as long as the aggregate monthly contribution does not exceed 80%. An individual's ability to use his/her credits shall cease upon the individual's death. The family plan will automatically convert to single plans when coverage for dependent children ends with each employee using the balance of his/her unused credits towards his/her single plan.

Section 2.

(a) All employees on full pay status prior to April 1, 1977 and retirees or retired employees at age fifty-five (55) or more and who shall have been in a continuous employ of the County for at least ten (10) consecutive years prior to retirement and who were at the time of retirement members of the Health Insurance Plan will continue to have the full cost of their Health Insurance Plan paid for by the County until their death.

(b) The surviving unremarried spouse of a County employee who retires after January 1, 1986 and who was receiving full paid health insurance at time of death may remain in the group at his/her own expense provided, however that the individual complies with the payment and reporting procedures established by the County. It will be the individual's responsibility to initiate the request for participation in the Group.
(c) All new employees on full pay status after March 31, 1977 who shall have been in the continuous employ of the County for at least ten (10) consecutive years prior to retirement and who are 55 years of age and older and are, at the time of retirement, members of the Health Insurance Plan will be allowed to remain in the Group at their own expense provided, however, they comply with the payment and reporting procedures established by the County.

(d) All employees on full pay status who were hired after March 31, 1977 who have chosen to participate in this program and who shall have been in the continuous employ of the County for at least ten (10) consecutive years prior to retirement and who shall retire from the County under a NYS Retirement plan on or after January 1, 2001 and who at the time of retirement were members of the County health insurance plan shall be entitled to apply the cash value of his/her accumulated unused sick leave to his/her medical insurance premium payments upon reaching the age of 55. The cash value of accumulated sick leave shall be equal to the number of hours credited to the employee on the date of retirement multiplied by the employee's job rate plus longevity (stipends and/or shift differential will not be used in the calculation). The employee may apply this credit towards monthly premiums at any rate up to the County's rate of contribution at the time of retirement (90% for a single plan; 80% for a family plan). At the employee's request, application of the cash value may be deferred until such time as the employee shall notify the County that he/she wishes to have the application made. The credit can only be used toward the cost of a County sponsored health care plan and shall cease upon the death of the employee.

Section 2A. Continuation of Health Insurance Coverage/Job Related Injury

When an employee is out of work as a result of an on-the-job injury, the County will continue his/her health insurance coverage at the current County rate of contribution for the employee from the time the employee leaves the payroll for a period not to exceed six (6) months provided the employee is on an approved leave of absence.

Section 3. Wayne County Self-Insurance Health Care Program

(a) After July 1, 1983, the County may put in a self-funded Health Care Program with benefits equal to or better than the current Blue Cross/Blue Shield/Blue Million Preferred Plan including all riders and "x-ray" and "drug" riders.

(b) On each anniversary date thereafter, the Blue Cross/Blue Shield Program referred to above will be analyzed and any improvements tracked will be included in the Wayne County Program.
(c) Employees who are retired or who subsequently retire from County service and are eligible for Health insurance shall receive benefits at least equal to the scale of benefits at the time of retirement.

Employees who terminate employment prior to retirement shall be offered to continue coverage on a non-group basis without medical examination, or restrictions for pre-existing conditions.

(d) Within ninety (90) days after each anniversary date of the Program, the County shall cause the Plan Administrator to provide the Association with an Annual Report (County wide and Unit wide) that will include claim levels compared to anticipated utilization; number of claims filed and paid with a list of hospitals providing service; projections of plan costs for coming year; accounting of benefit payment to employees and dependents by major line of coverage; list of disputed claims and final determination of each; projections of costs for new or additional benefits; projections of reserve levels (including stop loss premiums) for incurred claims liability; cost of fees incurred during year not previously anticipated; and such other relevant information that will be consistent with providing the Association the opportunity for a comprehensive evaluation of the Program's cost effectiveness and the delivery of Health care benefits.

(e) The County will pass on the savings using the 50-50 split formula in premiums in the cost of the family program to contributing employees in the self-insured plan.

(f) In the event that the County goes to a self-insured program the premium rates will be guaranteed for one (1) year.

(g) If for some unknown reason, the Wayne County Health Care Plan Trust were to dissolve, the County realizes its obligation to negotiate a continuation of health care benefits for covered employees with CSEA.

**Section 4. Health Insurance Incentive**

If an employee chooses not to participate in either the negotiated health plan or HMO, the employee shall be paid $300.00 single, $500.00 family (if they have given up a County family policy) each year. Proof of other insurance will be required. The payment will be made in a lump sum during the month of December. The payment will be prorated for new employees. If a current employee has given up the plan for a full year he/she would be eligible for the full incentive. If a current employee was not covered by a County health care plan for less than one (1) year, s/he would receive a prorated monthly amount accordingly. If both spouses are employed by the County, only the
incentive for a single Plan will be paid regardless of plan dropped. Employees must adhere to the County’s deadline for submitting the signed incentive form.

**Section 5.**

Upon request, the County agrees to enter into nonbinding discussions concerning the continuation of health care coverage after retirement.

**Section 6. Medicare Supplemental Plan**

Coverage under a medical insurance and prescription drug plan made available through the County will continue until the retiree or eligible spouse, as the case may be, meets the criteria for Medicare coverage, at which time the primary coverage will be provided by Medicare. At that time, the retiree and/or eligible spouse will be required to change medical insurance and/or prescription drug plans in order to enroll in a Medicare supplemental policy made available through the County. The County will not reimburse an eligible retiree and/or eligible spouse for the cost of the Medicare Part B premium.

**ARTICLE 15A. DISABILITY INSURANCE**

Effective no later than July 1, 1986 the County shall cause to be implemented New York State Disability Insurance coverage for all employees covered by this Agreement. Employees shall be required to contribute $.50/week ($1.00 per payroll period; $26.00 per year) to the cost of the insurance. The employee shall have the option of using or not using sick leave in conjunction with the receipt of disability payments. The decision not to use sick leave cannot be changed during the period that disability payments are being made. Use of sick leave in conjunction with receipt of disability payments shall be in accordance with Section 2 of the current Sick Leave Article.

**ARTICLE 16. OTHER COMPENSATION**

**Section 1. Coveralls & Gloves/Highway Department**

The Automotive Mechanic Foreman will be supplied with five (5) coveralls effective February 1, 1988. The Employer will maintain, clean and replace as needed.

Upon request, the Highway Construction Foreman will be provided with three (3) sets of coveralls each year. The Employer will maintain and clean as needed.

The Employer will supply work gloves to each employee as needed.

The parties acknowledge that the County has provided five (5) DOT orange T-shirts to Auto Mechanic Foremen covered by this Agreement. Each January, the County shall
replace T-shirts on an as needed basis. New employees shall be issued T-shirts upon successful completion of their probationary period.

Employees shall be responsible for failure to return said coveralls and/or gloves for unreasonable damage thereto.

Section 1a. Coveralls & Tools/ Parks, Buildings & Grounds Department

Upon request employees covered by this Agreement shall be provided with a set of coveralls. Employees will be given $75.00 annually towards purchase of tools for the employees' use during working hours. It will be the Superintendent of Buildings & Grounds' discretion as to what tools will be purchased.

Section 1b. Uniforms/E-911 Dispatcher Supervisors

Uniforms and dry cleaning services shall be provided to all Dispatcher Supervisors. The dry cleaning provided by the County shall be by private facility upon award of public bid by the Board of Supervisors. Shoes will be provided as part of the uniform.

If a Public Safety Dispatcher Supervisor is assigned the responsibility of coordinating the training program within the department, he/she will receive an additional $.55 per hour for all hours worked while holding this assignment.

Section 2.

Effective April 1, 1998 unit members who are members of the Nursing Home Staff may purchase meals at the Nursing Home for "$2.00 per meal" effective upon execution of this Agreement; "$2.25 per meal" effective January 1, 2012; and "$2.50 per meal" effective January 1, 2013.

Section 3.

Participation in the County's deferred compensation plan by employees shall be voluntary.

Section 4.

The mileage allowance for an employee using a personal vehicle in the performance of their duties shall be equal to the IRS fixed mileage allowance. Effective January 1, 1996, if the IRS changes its current fixed mileage allowance, the County shall adopt the new rate as the mileage allowance for the employees as of the effective date of the adoption by the Wayne County Board of Supervisors.

Section 5.

Probation Supervisors assigned to On-Call Duty shall receive a $600.00 pay adjustment effective January 1, 1995.
Employees assigned to stand-by duty shall receive a bonus for such duty in the amount of $21.00 for duty from 5:00 p.m. to 9:00 a.m. and $30.00 for duty from 5:00 p.m. to 5:00 p.m. the following day. In order to be eligible to receive said bonus, employees must have a written notice of their assigned status from their respective Department Head. Said notice must be co-signed by the County Administrator.

Stand-by duty means that during the assigned period the employee must be reachable by telephone and/or pager and is required to respond to a call for service within a prescribed time period (i.e., 30 minutes).

Section 6.

Effective January 1, 1995, the County shall adopt a Flexible Benefits Plan. Participation in the plan by employees shall be voluntary and at no cost.

Section 7.

The County shall provide members of the unit flu shots on an annual basis contingent upon availability from the County Public Health Department.

Section 8.

All part-time employees covered by this Agreement, shall be eligible for the benefits under Article 16.

Section 9. Weapons Qualification.

Each sworn probation supervisor in the County Probation Department who is required to carry a firearm in the performance of his/her job duties shall receive a $100.00 stipend payable in January of each year provided he/she satisfies the weapons qualification standards established by the County including firing range qualification.

ARTICLE 17. DURATION

This contract shall continue in full force and effect for a period of thirty-six (36) months commencing January 1, 2011 through December 31, 2013.

ARTICLE 18. PROBATIONARY PERIOD OF EMPLOYMENT

Every permanent appointment from an open competitive list and every original appointment to a position in a non-competitive, exempt or labor class shall be for a probationary term of not less than eight (8) weeks nor more than twenty-six (26) weeks.
An appointment shall become permanent upon certification by the department head during the above described period or the expiration of the maximum period or where a civil service examination is required then upon passage thereof and approval by the Personnel Officer. If the conduct or performance of the probationary employee is not satisfactory, his/her employment may be terminated during the aforementioned period.

In accordance with Rule XIV of the Wayne County Civil Service Rules "a probationer whose services are to be terminated for unsatisfactory service shall receive written notice at least one (1) week prior to such termination, and, upon request, shall be granted an interview with the appointing authority or his/her representative."

The probationary period for Public Safety Dispatcher Supervisors shall be a minimum of eight (8) weeks and a maximum of fifty-two (52) weeks.

**ARTICLE 19. VACANCIES**

**Section 1. Posting**

When a job vacancy or vacancies occur with the County employment, the County will be responsible for posting the announcement of such vacancies at work locations of employees who may be affected by such vacancies at least fifteen (15) calendar days prior to the date they are to be filled. Announcements of such vacancies shall contain the title of the position or positions to be filled, minimum qualifications required for the appointment, the number and work location of the vacancies, and salary.

**Section 2. Application**

When such vacancies are posted as provided herein, employees who wish to be considered for appointment to such vacancies shall be allowed to file application therefore with the County, provided however that such notice must be filed within fifteen (15) days following the announcement of the vacancy. Acceptance of applications after the fifteen (15) days will be at the sole discretion of the appointing officer.

**Section 3.**

In the event that emergency or necessity requires immediate filling of the position, the provisions of this Article shall not apply.

**Section 4.**

The provisions of this Article shall apply to all job classifications within the bargaining unit.

**Section 5.**
(a) All job classifications will be filled in accordance with existing Wayne County Civil Service Rules and Regulations where applicable.

(b) All job classifications not covered by a competitive examination shall be filled by the person deemed the most qualified. Seniority may be used as one of the determining factors for filling a vacancy by the Appointing Officer.

Section 6.

The County agrees that employees of this bargaining unit are exempt from the mandated $5.00 Civil Service examination filing fee for promotional or open competitive examinations for positions in their respective Departments listed in Appendix A.

ARTICLE 20. SENIORITY

Section 1.

Seniority shall be defined as the length of continuous full time service with the Employer. Full time service shall be defined as being regularly scheduled to work a minimum of seventy (70) hours per payroll period.

Section 2.

Full time temporary and/or full time substitute employment shall not count towards the calculation of an employee’s seniority unless:

(a) The full time temporary and/or full time substitute employment matures into non-temporary or non-substitute status in the same job title with no break in service; or

(b) The full time temporary and/or full time substitute employment is immediately preceded by and followed by full time service.

Section 3.

County service as a CETA Public Service Employment (PSE) employee shall not count towards seniority but shall count in the calculation of benefit time accruals, longevity payments and health insurance status.

Section 4.

As used in Section 1, continuous service includes any time period when an employee is:

(a) on authorized leave of absence;

(b) on layoff;

(c) absence from and unable to perform the duties of his/her position by reason of a disability resulting from illness or occupational injury; and
(d) such other period of service, if any, as the Civil Service Law requires to be treated as part of the employee's continuous service.

Section 5.

Subject to the applicable provisions of the Civil Service Law, if any, an employee loses his/her seniority only when one or more of the following occurs:

(a) he/she resigns or accepts less than full time employment (unless he/she is reinstated within the period permitted by any provisions of the Civil Service Law applicable to him/her);
(b) he/she is discharged;
(c) he/she retires;
(d) he/she refuses to report for work on the agreed date of a recall from layoff;
(e) he/she fails to return from an approved leave of absence on the scheduled date for return.

Section 6.

If two (2) or more employees are hired or appointed on the same date, their respective seniority shall be cast by lot.

Section 7.

Seniority among otherwise similarly qualified personnel shall be the determining factor in shift assignments, annual leave, days off and compensatory time off.

Section 8.

Any person hired by the Employer shall not be given a salary or hourly wage which exceeds the starting salary or hourly wage. If a higher wage is paid to the new employee, all salaries or hourly wages of employees involved in the same work will be increased by the difference between the starting wage or salary and the wage or salary paid to the new employee.

Section 9.

The Employer shall provide within four (4) months from the execution of this Agreement, a seniority roster which shall be posted on all bulletin boards for thirty (30) days. All employees shall have a thirty (30) day period within which to appeal their posted seniority date of hire. Any date not appealed at the end of this thirty (30) day period shall automatically become the employee's seniority date of hire.

Section 10.

All employees in the competitive class shall, for the purposes of layoff and recall, be governed by the provisions of Section 80 of the Civil Service Law.
Section 11.

For purposes of layoff and recall, all employees other than those in the competitive class shall be treated in the following manner: The employee with the least seniority shall be the first to be laid off until the total number of employees required to decrease forces shall be established. Having exhausted his/her seniority in his/her current title, the laid off employee may exercise his/her seniority to displace an employee with lesser seniority in other lower rated job titles for which there is a direct line of promotion or demotion. If no lower job title exists, then the employee may displace an employee with less seniority in other job titles he/she has previously held. Recalls shall be in the inverse order of layoff. Part-time employees governed by this agreement will accrue and retain seniority within the part-time ranks.

Section 12.

Appropriate layoff units shall be defined and entered into this Agreement at the end of negotiations.

Section 13.

Date of hire will be used as the Part-time employee's benefit date.

ARTICLE 21. SEPARABILITY AND CONSTRUCTION

Section 1.

If the enactment of legislation or the determination of a court or other tribunal of final jurisdiction renders any portion of this Agreement invalid or unenforceable, it shall not affect the validity of the balance of this Agreement which shall remain in full force according to the terms and in the same manner and with the same effects as if such invalid portion had not originally been included herein.

Section 2.

This contract shall be construed in accordance with the Laws of the State of New York.

Section 3.

In the event that any part of this Agreement is made inoperative as provided in Section 1 hereof, then upon written demand of either party, the parties agree to meet within thirty (30) days to renegotiate the negated provisions.
Section 4. Notice

The County Personnel Office shall provide to the CSEA President a timely notice of intent to hold an open competitive examination.

Section 5. Labor-Management Meetings

The Unit President, CSEA Labor Relations Specialist and County Administrator shall meet a minimum of four (4) times per year to review current labor management relations. The meetings shall include any County Department Representative(s) and Union Steward(s) agreed to by the parties as pertinent to the topics to be discussed. One or both sides must submit a written agenda. Minutes shall be taken and provided to those in attendance subsequent to the meeting.

This is not the proper forum to present grievances.

Section 5b. Labor Management – E-911

The labor management process shall be used to address any issues that arise out of negotiated changes in departmental work rules and/or policies.

Section 6. Personnel Folder Review

For union/management purposes the employee’s departmental personnel folder shall be considered the official folder. Employee counseling sessions will be documented. The employee shall have the right to examine and comment upon all documents in his/her folder – except confidential materials, employer references, and transcripts, subject to the following constraints:

(a) Not less than five (5) days before examination, notice of interest should be sent to the department having the employee’s file.

(b) Subject to administrative convenience, a review time will be arranged within ten (10) days of the receipt of the request.

(c) A proctor will be present during the review, and no materials shall be removed from the file.

(d) Comments on materials within the folder shall be directed to the appropriate department head and noted for enclosure in the file.

An employee may obtain at his/her own expense a copy of any document he/she is allowed to examine and/or comment upon under this section.

(e) Part-time employees governed by this agreement will be covered by this Section.
Section 7.
With the exception of disciplinary actions, personnel transactions and work performance ratings, any material in an employee's personnel folder of an adverse nature over three years old shall, upon the employee's written request, be removed from the employee's folder.

Section 8.
The Personnel Office shall develop and distribute a personnel folder summary sheet for mandatory use by Department Heads. This system shall be implemented in 1998.

ARTICLE 22. COMPLIANCE WITH LAW

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

ARTICLE 23. GRIEVANCE PROCEDURE

Section 1. Declaration of Policy
The purpose of this grievance procedure is to provide an orderly process whereby the employees and their employee organization specified herein may equitably and expeditiously settle any grievance that may arise in the course of their employment, free from coercion, restraint, interference, discrimination or reprisal. The provisions contained herein shall be liberally construed for the accomplishment of those objectives.

Section 2.
As used herein the following terms shall have the following meanings:
(a) "County" means the County of Wayne
(b) "Employee" means any person covered by the bargaining unit
(c) "Supervisors" means persons, regardless of title, who are assigned to exercise a level of supervisory responsibility over employees
(d) "Department Head" means the individual having charge of the grievant's department or his/her Designee
(e) "Grievance" means any claimed violation, misinterpretation or inequitable application of the specific and express terms of this agreement.
i. If the allegation involves the claim that a County work Rule somehow violates the terms of this agreement, it shall be the sole responsibility of the party so alleging to prove, by the preponderance of evidence, that the threshold question of contract applicability and arbitrability is met.

ii. Nothing herein shall be deemed to prohibit the County from making application to stay arbitration pursuant to Article 75 CPLR.

iii. The County may, but shall not be required to, present evidence to refute the claim on contract applicability and arbitrability.

(f) "Grievant" means the employee and/or the Association.

Section 3.

(a) Grievances shall not be instituted more than thirty (30) calendar days after the date on which the act or omission given rise to the grievance occurred.

(b) The first stage of the procedure shall consist of Grievant's presentation of his/her grievance in writing to his/her Department Head. The Department Head shall on request of the Grievant hold an informal hearing within seven (7) calendar days at which time the Grievant may appear and present an oral statement. The final determination of such grievance shall be made by the Department Head in writing within fourteen (14) calendar days of the submission of the grievance at the first stage, or from the date of informal hearing, if one is held.

Section 4.

If the determination made at the first stage is not satisfactory to the Grievant, he/she shall make written request for review within fourteen (14) calendar days from the determination at the first stage and file a copy of the request with the Clerk of the Board of Supervisors of the County of Wayne and the Department Head involved with said matter at the first stage. The Grievance Committee of the Board of Supervisors shall within thirty (30) calendar days or at the next regularly scheduled meeting of said Committee, whichever comes first, grant a hearing to the Grievant. The Grievant shall have a minimum of three (3) days notice of said hearing. At that time the Grievant and the department head may present oral and written statements and witnesses. A written finding shall be made within seven (7) calendar days after the hearing by the Committee and transmitted to the Grievant.

Section 5.

If a satisfactory decision is not reached then only the Association or the County may make a request for arbitration within thirty (30) calendar days from the determination at
the second stage. A copy of said request shall be filed with the Clerk of the Board of Supervisors. Upon receipt of said request the County and the Association shall agree upon an arbitrator; or if the parties cannot agree then an application shall be made to the New York State PERB for a list of five (5) arbitrators. Within ten (10) calendar days of the receipt of the aforementioned list the County and the Association shall alternately reject one name until one name remains on the list. The remaining arbitrator shall then hear the matter. The County and the Association shall alternate which party strikes first as such lists are presented for selection of an arbitrator.

Section 6.

Following selection of an arbitrator the parties shall present the facts relevant to the grievance and the determination thereafter by the arbitrator shall be binding upon both parties. The decision of the arbitrator shall be rendered within thirty (30) calendar days following the close of the hearing. Both parties will share equally the cost of the arbitrator.

Section 7.

A Grievant shall be entitled to an association representative in the presentation and processing of a grievance at all stages under the procedure.

Section 8.

The time limitation for each step of the aforementioned procedures may be waived by mutual agreement of the parties in writing.

Section 9.

A Grievant and his/her Association representative shall be allowed such time off from his/her regular duties as may be necessary and reasonable for the processing of a grievance adopted pursuant to this agreement without loss of pay or vacation or other time credits.

Section 10.

(A) Disciplinary Action, Definitions

Disciplinary action may consist of: written reprimands; suspensions without pay for periods not to exceed two (2) months; fines not to exceed $200, to be deducted from the salary or wages of the employee in installments; loss of accrued leave credits; demotions in grade and/or title; dismissal from the service; and may be imposed only for incompetency or misconduct.

(B) Disciplinary Action, Immediate Suspension
An employee may be suspended by the County without pay for up to thirty (30) days pending the outcome of the grievance procedure, provided that a determination is made by the County that an employee's continued presence on the job would be disruptive to the normal course of business or threaten the safety of fellow employees or the public. In all other cases, disciplinary action may not be imposed except in accordance with this procedure. In cases of suspension prior to hearing, an arbitrator may award back pay or he/she may consider the period of suspension as part of the appropriate penalty. All awards of back pay shall be limited to the amount of wages the employee would have earned from his/her employment with the employer but not in excess of the period above defined, less the amount of any Unemployment Insurance Benefits he/she may have received during said period and any other compensation for personal services that he/she has received from any source during said period.

(C) Disciplinary Action, Notice of Proposed Action

An employee against whom disciplinary action is proposed shall receive a written notice of the proposed action and the reasons therefore. A copy of this notice shall be provided to the Union. Unless a written grievance is filed with the Clerk of the Board of Supervisors within eight (8) days of the receipt of such notification by the employee, the matter will be settled upon the penalty as proposed by the County, and the disciplinary action proposed shall become effective. The notice of proposed disciplinary action shall specify the charges preferred against the employee and the particular alleged acts or conduct, and the date, time and places such acts or conduct occurred, as well as the penalty sought by the County.

(D) Disciplinary Action, Employee Rights

Except as otherwise provided in this section, none of the disciplinary penalties listed shall take effect until the completion of the procedure. An employee is entitled to representation by the Union or an attorney at any step of the proceeding. The rights provided in this article extend to all employees in the bargaining unit except probationary and provisional employees of the Employer.

(E) Disciplinary Action, Waiver of Civil Service Rights

The parties agree that the procedure provided in this contract shall be the exclusive procedure for the taking of disciplinary action against employees, and the review of such disciplinary action by employees. Any and all rights extended to employees by Section 75 and 76 of the Civil Service Law, or any rule or regulation adopted thereunder, are hereby waived.
(F) Disciplinary Action, Grievance Procedure

Any grievance contesting disciplinary action, proposed or taken, shall be filed directly at Step 2 of the grievance procedure provided in this contract. If not resolved at Step 2, the grievance may be submitted to Step 3 in accordance with the grievance procedure provided in this contract.

(G) Disciplinary Action, Grievance Procedure, Time Limits

Unless the parties mutually agree to extend the time limits set forth in this procedure a grievance shall be deemed settled on the basis of the relief sought by the grievant if the employer fails to comply with such time limits at each step. The grievance shall be deemed waived and the grievant shall be barred from proceeding to the next step if the Grievant fails to comply with the aforementioned time limits. No disciplinary proceeding shall be commenced more than three (3) years after the occurrence of the alleged incompetency or misconduct complained of, except that such limitation shall not apply where the incompetency or misconduct complained or would, if proved in a court of competent jurisdiction, constitute a crime.

Section 11.

Part-time employees governed by this agreement will be covered by this Article.

ARTICLE 24. TUITION REIMBURSEMENT

Section 1.

Subject to the recommendation of the department head and with prior approval of the Personnel Committee of the Board of Supervisors or its designee, tuition reimbursement will be granted to full time employees holding permanent status for course work taken outside of normal working hours provided: a completed request form is submitted to the employee's department head; the course is taken at a local educational institution which is accredited by New York and the Course is directly related to work actually performed by the employee or work which may be reasonably expected to be performed by the employee in the near future.

Section 2.

The maximum reimbursement to any employee will be equal to 75% of the actual tuition cost to the employee, to a maximum of $1,000.00 in any school year (September - August). Actual reimbursement shall be contingent upon the following:

(a) The employee must submit documentation of the tuition cost paid by him/her for the course and proof that the course was successfully completed.
(b) The employee must still be employed by Wayne County at the time the course is completed.

Section 3.

Part-time employees shall be eligible for a maximum reimbursement equal to seventy-five (75%) percent of the actual tuition cost to the employee, to a maximum of Five Hundred Dollars ($500.00) in any school year (September-August). Reimbursement shall be contingent upon the following:

(a) The employee must submit documentation of the tuition cost paid by him/her for the course and proof that the course was successfully completed.

(b) The employee must still be employed by Wayne County at the time the course is completed.

Section 4.

Disputes regarding the application of this Article may be resolved by the grievance procedure, except that the second stage shall be the final step.

ARTICLE 25. HEALTH AND SAFETY COMMITTEE

The County and the Union agree to maintain a health and safety committee to be comprised of three (3) Union and three (3) County representatives. The Committee shall meet by mutual agreement, but not less than four (4) times a year in odd numbered months, for the purpose of jointly investigating and reviewing health and safety conditions and practices. Employee members of the Health and Safety Committee may attend meetings of the Committee during normal working hours without loss of time or pay.

The County agrees to provide an Employee Assistance Program at no cost to the employee.
WHEREAS, the County of Wayne ("County") and the Wayne County Supervisory Unit and Employees' Unit of the Civil Service Employees' Association, Inc., Local 859 ("Association") have reviewed the current practice of assigning used County owned vehicles to the Wayne County Mental Health Department and have agreed that this practice may not be the most efficient and economical use of County resources; and

WHEREAS, the County and the Association have met and agreed to certain provisions; now, therefore, be it

RESOLVED, that it is mutually agreed by the parties, as follows:

1) The County agrees to purchase not more than ten (10) nor less than eight (8) new vehicles between the period of February 1, 1995 and December 31, 1996 to replace an equal number of used vehicles currently in use at the Wayne County Mental Health Department.

2) The Association agrees that the make and model of the vehicles purchased shall be at the sole discretion of the County.

3) The Association agrees that the vehicles will be used by employees for County business during working hours and are not to be used for personal business including commuting from home to work.

4) The Association agrees that if a component program in the Wayne County Mental Health Department is discontinued or reduced to a level of service that no longer requires the availability of a County vehicle, the County is under no obligation to reassign said vehicle to another program component other than as a replacement for an existing vehicle that is no longer serviceable.

5) The Association agrees that the County is under no obligation to replace the vehicles referenced in this agreement with new vehicles once they are no longer serviceable. The County reserves the right to replace some or all with used County vehicles subject to the condition that replacement vehicles will meet NYS Vehicle Inspection standards.
MEMORANDUM OF AGREEMENT BETWEEN
COUNTY OF WAYNE AND
CSEA, INC., LOCAL 1000, AFSCME, AFL-CIO
WAYNE COUNTY SUPERVISORY AND EMPLOYEES' UNITS LOCAL 859

EARNING AND UTILIZATION OF COMPENSATORY TIME BY
CSEA EMPLOYEES IN THE WAYNE COUNTY
DEPARTMENT OF SOCIAL SERVICES

Effective October 6, 1995 members of the CSEA Employees' and Supervisory Units who hold permanent Civil Service status in the Wayne County Department of Social Services shall have the option to accrue comp time in lieu of paid overtime subject to the following conditions:

1) Compensation for earned overtime may be divided between comp time and paid overtime in no less than fifteen (15) minute segments (scheduled overtime must still be worked in a minimum block of one (1) hour). Comp time may accrue to a maximum of seven (7) hours. An employee may earn additional comp time only when his/her comp time bank falls below seven (7) hours and only to the extent that the seven (7) hour maximum is reached.

2) Subject only to the operating requirements of the Department, employees upon proper notice to their Supervisor and approval of the Commissioner or his/her designee may utilize their earned comp time in increments of not less than fifteen (15) minutes.

3) Comp time may not be used in the same pay period that it is earned.

4) Requests for the use of vacation time shall be given priority over requests for the use of comp time as long as the request for vacation time is made more than forty eight (48) hours before an approved comp time request is scheduled to be used.

5) Any disagreements arising out of the administration of this agreement which cannot be resolved at the Department level shall be referred to a joint labor-management committee for resolution. The committee shall consist of three (3) labor and three (3) management representatives. Decisions of the committee shall be considered final by both parties and not subject to the grievance procedure.

6) This agreement will operate on a trial basis for a one (1) year period. Both parties will formally review the terms of this agreement on a quarterly basis (1/96, 4/96, 7/96, 10/96). Modifications may be made to the agreement with mutual consent of both parties. The intent of both parties is to develop a system for the use of comp time in the Wayne County Department of Social Services which is mutually agreeable to both parties.
MEMORANDUM OF AGREEMENT BETWEEN
COUNTY OF WAYNE AND
CSEA, INC. LOCAL 1000, AFSCME, AFL-CIO, WAYNE COUNTY
SUPERVISORY AND EMPLOYEES’ UNITS LOCAL 859
CSEA EMPLOYEES’ SICK LEAVE BANK

PURPOSE:
The purpose of the CSEA Employees’ Sick Leave Bank is to provide additional sick days
for participating members who have suffered a prolonged illness, defined as an absence
of more than twenty (20) work days or are required to provide care and/or comfort to an
immediate family member (defined as spouse, child or parent) who has suffered a
prolonged illness as defined above and met the following guidelines.

The employee:
  (a) must have exhausted sick and annual leave and compensatory time credits;
  (b) is not receiving or eligible to receive workers’ compensation benefits.

MEMBERSHIP:
1) Membership in the sick leave bank is open to all County employees who have
    successfully completed their initial probationary period with the County, who are
    members of either the Wayne County CSEA Supervisory or Employees’ Unit, and are
    eligible for bi-weekly sick leave accruals.
2) Application for membership in the sick leave bank may be made as follows:
    Employees may join by submitting an application during the open enrollment period,
    December 1 through December 31. Membership will become effective on January 1 of
    the following year.
3) To become a member in the sick leave bank, an employee must deposit two (2)
    sick days per calendar year to the bank except as hereinafter provided. Deposits will be
    made during the open enrollment period, December 1 through December 31.
4) Continued Participation Requirements: Continued participation in the Bank
    and the required assessment shall be determined as follows:
       (a) If the bank has 3,500 hours or more on November 1, participating members
           will not be required to contribute additional sick time.
(b) If the Bank has less than 3,499 hours but more than 2,500 hours, each member will be required to deposit one (1) accrued sick leave day during the open enrollment period.

(c) If the Bank has less than 2,500 hours each member will be assessed two (2) sick leave days.

(d) In the event the employee does not have sufficient sick leave time available to meet the assessment, the employee shall cease to be a member of the Sick Bank. If a member of the bank has, or has had a serious health condition during the current calendar year, and has insufficient accruals to meet the assessment, their membership shall be retained in the bank for the ensuing year.

(e) New members will be allowed to join during the open enrollment period by depositing two (2) sick days in the bank, regardless of the sick leave bank balance.

5) Days deposited to the sick leave bank are non-refundable.

6) Time granted to an employee, but not used due to the employee’s return to work, resignation, death, or other separation from employment will not be extended from the bank. Time granted but not used is not payable to the employee or the employee’s estate.

7) Days deposited will not be considered as days used when determining eligibility for the sick time buyout program.

8) Employees wishing to terminate membership in the sick leave bank must do so in writing. Signed written notice must be sent to the Wayne County Human Resources Department. Termination will become effective at the end of the calendar year in which the request is made. Copies of all termination letters will be forwarded to the Sick Leave Bank Committee. Days deposited to the bank will be converted to hours based on the employee’s standard day; time granted from the bank will be drawn in hours based on the employee’s standard hours, on a bi-weekly pay period basis.

ADMINISTRATION:

1) The Sick Leave Bank shall be administered by a five (5) member committee comprised of three (3) CSEA members, at least one (1) of whom will be from the Supervisory Unit, the Director of Human Resources and one (1) other non-union managerial employee to be designated by the County Administrator.

2) The Committee shall review and approve/disapprove applications for sick leave bank usage submitted by participating members of the bank. Requests may be
submitted prior to exhaustion of accruals; time granted will not commence before all accruals are exhausted. A majority vote of the Sick Leave Bank Committee members is necessary to approve/disapprove an application for benefits. The Committee shall have the right to request relevant medical information as it deems necessary. Decisions on applications for a sick leave draw will be communicated in writing to the applicant.  

3) Decisions of the Committee shall be final and binding and not subject to the grievance and arbitration procedure, review by the Board of Supervisors, or review in any other legal forum.  

4) If a request for sick leave bank usage is made by a member of the Committee said member shall recuse him/herself from the decision making. This individual will be temporarily replaced by a designee from the respective bargaining unit/management.  

**USE OF SICK LEAVE BANK:**  

1) Members of the sick leave bank may apply for benefits by completing an application available from the Human Resources Department. This application form must be accompanied by a physician’s statement that includes information sufficient to verify that the employee is continuously unable to perform the essential functions of his/her position with or without reasonable accommodation due to a non-work related serious health condition. For purposes of the Sick Leave bank, a “serious health condition” means non-work related illness, injury, impairment, or physical or mental condition regarded as such by the medical profession and that involves either (i) inpatient care in a hospital, hospice, or residential medical care facility, or (ii) continuing treatment by a health care provider.  

2) Such statement must be from a licensed doctor of medicine or osteopathy to support the employees’ request for sick bank usage. The employee must bear any costs associated with obtaining the physician’s statement. The physician’s statement must include:  

(a) an assertion that the employee is unable to perform the essential functions of his/her regular job due to a non-work related serious health condition;  
(b) the date the condition began;  
(c) its probable duration;  
(d) relevant medical facts;  
(e) a statement of the medical necessity for continued work absence and the expected duration of such absence.
No action will be taken until the application and the physician’s statement are received by the Department of Human Resources and forwarded to the Sick Leave Bank Committee.

3) The member seeking time from the bank will also sign a limited waiver of HIPPA rights, to enable the Committee to view and discuss submitted medical information. Once the Committee has reached a decision on the member’s application for leave, the submitted medical information will be retained by the Human Resources Office in compliance with current HIPPA regulations. A decision will be made by the Committee within ten (10) working days of receipt of an application.

4) A member may not draw off the sick leave bank if he/she is eligible for and/or receiving workers’ compensation benefits.

BENEFIT LEVEL:

1) A member who has deposited two (2) days to the sick leave bank will be eligible for a maximum draw of twenty (20) days from the bank to be used in half day (1/2) increments.

2) The Committee may consider, in a catastrophic situation, an additional grant of twenty (20) days based on evidence of the member’s continuing need.

3) If it is determined that a member is drawing sick leave bank days fraudulently, he/she shall be required to repay all fraudulently obtained benefits either through leave credit accrual or payroll deduction, and shall be prohibited from participating in the sick leave bank.

4) A member shall not accrue additional sick leave or vacation leave credits while receiving sick leave bank days.

5) A member must return to work and be on the payroll for at least ninety (90) calendar days after any sick leave bank withdrawal before becoming eligible to make further application to use the Sick Leave Bank.

MODIFICATIONS:

Modifications may be made to this agreement with mutual consent of all parties. Proposed modifications must be submitted in writing and it shall be the intent of the parties to commence discussion of a proposed modification within thirty (30) days of receipt.
MEMORANDUM OF AGREEMENT BETWEEN
THE COUNTY OF WAYNE AND
CSEA, INC., LOCAL 1000, AFSCME, AFL-CIO, WAYNE COUNTY
EMPLOYEES AND SUPERVISORY UNITS, LOCAL 859

3/14/96

Although new federal regulations require drug and alcohol testing of certain employees, the Public Employees' Fair Employment Act requires the County of Wayne ("County") and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Wayne County Employees and Supervisory Units, Local 859 ("CSEA") to negotiate the impact of the new federal requirements. The County and CSEA agree to the following alcohol and drug testing protocols.

Section 1: Tests for Drugs and/or Alcohol

General: The County shall have its employees tested for drug and alcohol use in accordance with the Federal Highway Administration regulations, 49 CFR Parts 40, 382, 391, 392, 395, that pertain to employees who operate commercial motor vehicles and are subject to commercial drivers' license requirements pursuant to 49 CFR Part 383. Unless mutually agreed to by the County and CSEA, the County's testing program shall not exceed what is mandated by the federal regulations. The program and its procedures shall be implemented for affected County employees on January 1, 1996.

Random Testing: The County shall select a qualified third party administrator to identify employees for random drug and/or alcohol testing conducted in accordance with the federal regulations. The County, upon written request, shall provide CSEA with a list of employees selected for testing for the sole purpose of verifying the "randomness" of the sample.

Reasonable Suspicion Testing: The County has the right to test an employee in the event that there is a reasonable suspicion that an employee may be under the influence of drugs and/or alcohol. When a reasonable suspicion test is required, the employee may consult with legal counsel and/or a CSEA representative as long as such consultation does not cause an unreasonable delay in the testing process. An employee subject to reasonable suspicion testing will be transported to and from the collection site by the County.

A copy of the written report which led to the reasonable suspicion testing will be made available to the CSEA President upon request.
The final decision to have an employee tested for reasonable suspicion shall be made by the employee's department head or designee. The designee shall in all cases be a managerial (non-union) employee.

Supervisory personnel shall receive refresher training on an annual basis.

**Post Accident Testing:** When a post accident test is required, the employee may consult with legal counsel and/or a CSEA representative as long as such consultation does not cause an unreasonable delay in the testing process.

**Medical Review Officer (MRO):** The County's MRO shall be provided by the third party administrator.

**Section 2: Testing Procedures**

An employee should make the MRO or collection site supervisor aware of any medication he/she is using at the time of testing.

If a test result of the primary specimen is positive, the affected employee may request that the split specimen be tested in accordance with the procedures set forth in 49 CFR Part 40, sections 40.25 (f) (10) (11), 40.29 (b) (2) (3) and 40.33 (f). This request must be made within seventy-two (72) hours or notification to the employee of the positive test result. The costs associated with the test of a split specimen shall be the responsibility of the employee if the results of the test are positive. The County shall require reimbursement from the employee for the cost of the test within a reasonable period of time not to exceed thirty (30) days.

**Section 3: Payment of Wages**

To the extent required by the current collective bargaining agreement and the Fair Labor Standards Act, the County shall pay the employee for the time required to comply with random, post-accident, reasonable suspicion and pre-promotional drug and alcohol testing. It is the County's intent to schedule these tests, whenever possible, during regular working hours. Any required return-to-duty and follow-up testing shall be done on the employee's own time.

**Section 4: Call-In Procedure**

At the time an employee is called to report to duty, the employee shall acknowledge the use of any alcohol or any drug or other substance which might impair the employee's ability to perform job duties. In such cases the employee will not be required to report to work.
Section 5: Evaluation and Treatment

Any costs for an initial evaluation by the substance abuse professional (SAP), selected by the County after consultation with CSEA, shall be borne by the County. Any costs associated with treatment recommended by the SAP shall be the employee’s responsibility. All required return-to-duty and follow-up testing shall be paid for by the employee. When a return-to-duty and/or a follow-up test is to be performed, the employee may consult with legal counsel or a CSEA representative as long as the testing process is not delayed or otherwise disrupted.

Upon prior approval by the County, an employee may utilize the services of a substance abuse professional (SAP) other than the one designated by the County.

Any discipline for a positive test result shall be administered in accordance with Article 23 of the appropriate collective bargaining agreement.

Efforts will be made by the County to assign employees who test positive to non-safety sensitive duties if possible and appropriate. This may require the employee to accept a position different from the one he/she held at the time of the positive test.

If a position is not available for any period of time, the employee may draw on any existing vacation, personal leave and/or compensatory time accruals as long as he/she is in compliance with the recommendation of the SAP. The employee may draw on any existing sick time accruals for time spent during normal working hours under the care of a physician or for time spent during normal working hours in scheduled activities prescribed by the SAP. The employee must, upon request by the department head or his/her designee, provide a certificate from a physician and/or SAP recommended professional verifying the time claimed as sick leave.

Reinstatement to the employee’s position or an equivalent position may only occur upon certification that the employee has satisfactorily fulfilled the treatment plan prescribed by the SAP with a recommendation that the employee be returned to regular assignment. Department Heads shall retain the right to assign and manage personnel in accordance with the Civil Service Law and the collective bargaining agreements.

Section 6: Previous Policies and Procedures

In the event of a conflict, the federal regulations and this memorandum of agreement shall supersede previous policies and procedures pertaining to drug and alcohol testing.

Section 7: Copies of Agreement

The County shall provide each affected employee with a copy of this memorandum of agreement.
Section 8: Severability

If any provision of this memorandum of agreement conflicts with a statutory or regulatory provision or is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this memorandum of agreement shall remain in full force. The parties shall thereafter meet within ninety (90) days to renegotiate said negated provision.
IN WITNESS WHEREOF, THE PARTIES, hereunto executed this Agreement by their duly authorized officers this __________ day of ______________, 2011

________________________________________  __________________________________________
James Hoffman, Chairman                   Tom Edwards, President
Wayne County Board of Supervisors               CSEA Supervisory Unit

________________________________________  __________________________________________
James Marquette, County Administrator       Scott Seltzer, CSEA
Wayne County                                 Labor Relations Specialist
<table>
<thead>
<tr>
<th>GRADE</th>
<th>TITLE</th>
<th>HIRE RATE</th>
<th>MIDPOINT</th>
<th>JOB RATE</th>
</tr>
</thead>
<tbody>
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<td>18.946</td>
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<td>Household Coordinator</td>
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<td></td>
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</tr>
<tr>
<td>2</td>
<td>Public Safety Dispatch Supervisor</td>
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<td>Principal Account Clerk</td>
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<tr>
<td></td>
<td>Principal Tax Clerk</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sr. Building Maintenance Mechanic</td>
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<td></td>
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<td>Highway Construction Foreman</td>
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<tr>
<td></td>
<td>Automotive Mechanic Foreman</td>
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<td></td>
<td>Highway Bridge Construction Supervisor</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Sign Maintenance Foreman</td>
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</tr>
<tr>
<td>6</td>
<td>Sr. Support Investigator</td>
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<td>Employment Coordinator</td>
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<td>Coordinator of Services for Aging</td>
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<tr>
<td></td>
<td>Sr. Real Property Tax Services</td>
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<td>Principal Social Welfare Examiner</td>
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<tr>
<td></td>
<td>Managed Care Coordinator</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>10</td>
<td>Motor Vehicle Bureau</td>
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<td>25.543</td>
<td>25.883</td>
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</table>
Supervisor  
Counseling Supervisor

<table>
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<tr>
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<th>26.625</th>
<th>26.959</th>
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<tbody>
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<td>12</td>
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<td></td>
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<tr>
<td>13</td>
<td>Assistant Director</td>
<td>28.756</td>
<td>29.093</td>
<td>29.429</td>
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<tr>
<td></td>
<td>Data Processing (Op.)</td>
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<tr>
<td></td>
<td>Tax Map Supervisor</td>
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<td>14</td>
<td>Probation Supervisor</td>
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<td>29.955</td>
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<tr>
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<td>Supervising Public Health</td>
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<td>29.955</td>
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<td></td>
<td>Nurse</td>
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<tr>
<td></td>
<td>Supervising Nurse</td>
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<td></td>
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<tr>
<td>16</td>
<td>Network Support Supervisor</td>
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<td>19.633</td>
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<td>Sr. Account Clerk (Civil)</td>
<td>16.408</td>
<td>-</td>
<td>18.214</td>
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</table>

**LONGEVITY:** Longevity shall be paid according to the following schedule. Longevity payments will be included in the hourly rate for purposes of calculating overtime.

<table>
<thead>
<tr>
<th></th>
<th>2011-2013</th>
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</thead>
<tbody>
<tr>
<td>After 5 Years</td>
<td>350.00</td>
</tr>
<tr>
<td>After 7 Years</td>
<td>550.00</td>
</tr>
<tr>
<td>After 10 Years</td>
<td>950.00</td>
</tr>
<tr>
<td>After 13 Years</td>
<td>1,200.00</td>
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<tr>
<td>After 16 Years</td>
<td>1,450.00</td>
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<tr>
<td>After 20 Years</td>
<td>1,700.00</td>
</tr>
<tr>
<td>After 25 Years</td>
<td>2,000.00</td>
</tr>
</tbody>
</table>

{H1628326.3}
## 2012 Salary Schedule

<table>
<thead>
<tr>
<th>GRADE</th>
<th>TITLE</th>
<th>HIRE RATE</th>
<th>MIDPOINT</th>
<th>JOB RATE</th>
</tr>
</thead>
</table>
| 1     | Assistant Housekeeper  
Leisure Time Activities Director  
Household Coordinator | 18.676    | 18.976   | 19.277   |
| 2     | Public Safety Dispatch Supervisor | 20.443    | 21.281   | 21.636   |
| 3     | Accountant  
Principal Audit Clerk  
Principal Account Clerk  
Principal Tax Clerk  
| 4     | Sr. Maintenance Mechanic  
Park Foreman  
Highway Construction Foreman  
Automotive Mechanic Foreman  
Highway Bridge Construction Supervisor  
Sign Maintenance Foreman | 22.442    | 22.737   | 23.038   |
| 5     | Sr. Social Work Assistant | 21.094    | 22.507   | 23.622   |
| 6     | Sr. Support Investigator  
Sr. Social Welfare Examiner  
Employment Coordinator | 22.870    | 23.217   | 23.563   |
| 7     | Maintenance Foreman | 24.169    | 24.595   | 25.023   |
| 8     | Accounting Supervisor  
Coordinator of Services for Aging  
Sr. Real Property Tax Services | 24.568    | 24.914   | 25.254   |
| 9     | Supervising Support Investigator  
Principal Social Welfare Examiner  
Managed Care Coordinator | 25.310    | 25.664   | 26.018   |
| 10    | Motor Vehicle Bureau Supervisor  
Counseling Supervisor | 25.649    | 25.990   | 26.336   |
<p>| 11    | Radiological Hazmat Officer | 26.748    | 27.091   | 27.430   |
| 12    |                                                                     |           |          |          |</p>
<table>
<thead>
<tr>
<th>Code</th>
<th>Position</th>
<th>Rate 1</th>
<th>Rate 2</th>
<th>Rate 3</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Assistant Director Data Processing (Op.)</td>
<td>29.259</td>
<td>29.603</td>
<td>29.944</td>
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<tr>
<td></td>
<td>Tax Map Supervisor</td>
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<tr>
<td>14</td>
<td>Probation Supervisor</td>
<td>29.798</td>
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<td>30.479</td>
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<tr>
<td>15</td>
<td>Supervising Public Health Nurse</td>
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<tr>
<td></td>
<td>Supervising Nurse</td>
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<td></td>
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<tr>
<td>16</td>
<td>Network Support Supervisor</td>
<td>35.640</td>
<td>35.983</td>
<td>36.327</td>
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<tr>
<td></td>
<td>Sr. Criminal Records Clerk</td>
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<td>-</td>
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</tr>
<tr>
<td></td>
<td>Sr. Account Clerk (Civil)</td>
<td>16.695</td>
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<td>18.533</td>
</tr>
</tbody>
</table>

**LONGEVITY:** Longevity shall be paid according to the following schedule. Longevity payments will be included in the hourly rate for purposes of calculating overtime.

**2011-2013**

- **After 5 Years** 350.00
- **After 7 Years** 550.00
- **After 10 Years** 950.00
- **After 13 Years** 1,200.00
- **After 16 Years** 1,450.00
- **After 20 Years** 1,700.00
- **After 25 Years** 2,000.00
### 2013 SALARY SCHEDULE

<table>
<thead>
<tr>
<th>GRADE</th>
<th>TITLE</th>
<th>HIRE RATE</th>
<th>MIDPOINT</th>
<th>JOB RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Assistant Housekeeper</td>
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<td>19.308</td>
<td>19.615</td>
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<tr>
<td></td>
<td>Leisure Time Activities Director</td>
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</tr>
<tr>
<td></td>
<td>Household Coordinator</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Public Safety Dispatch Supervisor</td>
<td>20.801</td>
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<tr>
<td>3</td>
<td>Accountant</td>
<td>21.326</td>
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<tr>
<td></td>
<td>Principal Audit Clerk</td>
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<tr>
<td></td>
<td>Principal Account Clerk</td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Principal Tax Clerk</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sr. Building Maintenance Mechanic</td>
<td></td>
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<tr>
<td>4</td>
<td>Sr. Maintenance Mechanic</td>
<td>22.835</td>
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<td></td>
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<tr>
<td></td>
<td>Highway Construction Foreman</td>
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<tr>
<td></td>
<td>Automotive Mechanic Foreman</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Highway Bridge Construction Supervisor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sign Maintenance Foreman</td>
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<tr>
<td>6</td>
<td>Sr. Support Investigator</td>
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<td></td>
<td>Sr. Social Welfare Examiner</td>
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<tr>
<td></td>
<td>Employment Coordinator</td>
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<tr>
<td>7</td>
<td>Maintenance Foreman</td>
<td>24.592</td>
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<td>8</td>
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<td>25.350</td>
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<td>Coordinator of Services for Aging</td>
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</tr>
<tr>
<td></td>
<td>Sr. Real Property Tax Services</td>
<td></td>
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<tr>
<td>9</td>
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<td>Managed Care Coordinator</td>
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<tr>
<td>11</td>
<td>Radiological Hazmat Officer</td>
<td>27.216</td>
<td>27.565</td>
<td>27.910</td>
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<td>12</td>
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<tr>
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{H1628326.3}
### Data Processing (Op.)

#### Tax Map Supervisor

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate After 5 Years</th>
<th>Hourly Rate After 7 Years</th>
<th>Hourly Rate After 10 Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>14 Probation Supervisor</td>
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<td>30.667</td>
<td>31.013</td>
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<tr>
<td>15 Supervising Public Health Nurse</td>
<td>30.320</td>
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<td>33.311</td>
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<td>16 Network Support Supervisor</td>
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<td>36.963</td>
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<td>Sr. Criminal Records Clerk</td>
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<tr>
<td>Sr. Account Clerk (Civil)</td>
<td>16.988</td>
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<td>18.857</td>
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</table>

**LONGEVITY:** Longevity shall be paid according to the following schedule. Longevity payments will be included in the hourly rate for purposes of calculating overtime.

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<tr>
<th>Longevity Period</th>
<th>Monthly Longevity Payment</th>
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<tr>
<td>After 10 Years</td>
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</tr>
<tr>
<td>After 13 Years</td>
<td>1,200.00</td>
</tr>
<tr>
<td>After 16 Years</td>
<td>1,450.00</td>
</tr>
<tr>
<td>After 20 Years</td>
<td>1,700.00</td>
</tr>
<tr>
<td>After 25 Years</td>
<td>2,000.00</td>
</tr>
</tbody>
</table>