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AGREEMENT

by and between

ESSEX COUNTY

and the

Civil Service
Employees Association, Inc.
Local 1000, American Federation of State,
County and Municipal Employees
AFL-CIO

ESSEX COUNTY UNIT 6800
Essex County Local 816

January 1, 1999 – December 31, 2003

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NYS PUBLIC EMPLOYMENT RELATIONS BOARD
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**ADDENDUM “A” - THE NEW YORK STATE HEALTH INSURANCE EMPIRE PLAN CORE PLUS MEDICAL AND PSYCHIATRIC ENHANCEMENTS RATES**

**ADDENDUM B - POSITION GRADES**

**ADDENDUM C - STARTING RATES**
DEFINITIONS

Accrual(s) - shall mean leave benefits that an employee may accrue for actually performing work duties or on paid leave for at least eleven (11) days per month.

Agreement - shall mean the express written provisions of this contract only.

Appropriate Legislative Body - shall mean, for purposes of Article 14 of the New York State Civil Service Law, the Essex County Board of Supervisors.

Association - shall mean the Civil Service Employees Association, Inc.

Association Representative - shall mean the CSEA Unit President or his/her designee.

Call-In - shall mean the procedure used for calling in employees outside the normal work hours.

County - as used in this Agreement, shall mean the Employer.

County Manager - shall be the highest level staff manager employed by the County. If the position is not filled, the words "Chairperson of the County or his/her designee" shall be substituted for the words "County Manager" wherever used in this Agreement.

Day(s) - shall mean calendar day(s) unless otherwise specified.

Emergency - shall mean a sudden, unforeseen occurrence.

Employee(s) - shall mean employee(s) in the bargaining unit.

Employer - shall mean Essex County.

Equivalent Hours - shall mean eight (8) hours, seven and one-half (7 1/2), or seven (7) hours depending on the employee’s normal workday.

Holiday(s) - shall mean only those holidays specifically identified in this Agreement.

Immediate Family - shall mean father, mother, sister, brother, son, daughter, mother-in-law or father-in-law of present marriage, spouse residing in employee’s household, step-parents, and step-children.
Leave Increments — shall mean the amount of allowable time that may be taken off for leave benefits.

Longevity - shall mean payments made over and above an employee's regular hourly rate of pay based on years of service with the County.

On Call Status — shall mean a regular employee who is also expected to be available for emergency service outside an employee's scheduled work hours.

Parties — shall mean the CSEA Inc. and the County.

Part-time Employee - shall mean an employee who averages at least twenty (20) hours of work per week over a consecutive six (6) month period and does not meet the criteria of a regular employee.

Per Diem— shall mean a person who is not scheduled to work as a regular employee but works intermittently on an "as needed" basis.

Promotion - shall mean the appointment of an employee to a higher grade position in accordance with Civil Service Rules.

Regular employee — shall mean an employee whose workweek schedule is based upon any of the following:

1. forty (40) hours five (5) days a week (full workweek);
2. thirty-seven and one-half (37 ½ ) hours five (5) days a week (full workweek);
3. thirty-five (35) hours five (5) days a week (full workweek);
4. twenty-four (24) hours three (3) days a week (3/5 workweek);
5. twenty-two and one-half (22 ½) hours three (3) days a week (3/5 workweek);
6. twenty-one (21) hours three days a week (3/5 workweek).

Seniority — shall be based on the date of employment within the bargaining unit except where otherwise specifically defined in this Agreement and/or as may be required under Civil Service Rules and Regulations.

Strike - shall mean any strike or concerted stoppage of work or slowdown by employees as defined by the Taylor Law.

Taylor Law - shall mean the Public Employees Fair Employment Act; Article 14 of the New York State Civil Service Law.

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1 Ordinary leave benefits may not be taken in less than one hour segments except that for employees who work a seven and one-half hour workday may take full work days off at seven and one-half hours.

2 Regular employees who are scheduled to work twenty-four (24) hours a week may also perform "per diem" work at the per diem rate.
Temporary Employee - shall mean an employee who is assigned to an encumbered position on a temporary basis. Temporary employees working full-time shall be entitled to all benefits after serving in a position for four (4) months on a full-time basis.

Workday - shall mean seven (7) hours per day exclusive of one (1) hour for meal unless otherwise specified.

Workweek - shall be thirty-five (35) hours per week for a seven (7) hour work day; thirty-seven and one-half (37 ½) hours per week for a seven and one-half (7 ½) hour work day; and forty (40) hours per week for an eight (8) hour work day.
ARTICLE 1
RECOGNITION

A. Essex County (hereinafter referred to as the County), having determined that the Essex County Unit of the Civil Service Employees Association is supported by a majority of bargaining unit employees, hereby recognizes the Civil Service Employees Association, Local 1000 American Federation of State, County & Municipal Employees AFL-CIO, Essex County Unit of Local 816 (hereinafter referred to as the Association), as the sole and exclusive negotiating agent for the Essex County employees except for elected or appointed officials, Department Heads, employees of the Personnel Office, employees of the Office of County Manager, employees of the Clerk of the Board, per diems who work less than an average of twenty (20) hours per week over six (6) consecutive months, and the following confidential and managerial positions:

Administrative Assistant (Mental Health)
Administrative Officer of Essex County
Administrative Officer (Social Services)
Assistant Civil Engineer
Assistant Director of Community Mental Health Services
Chief Code Enforcement Safety Officer
Chief Deputy, Sheriff's Department
Commissioner of Elections
County Administrator/Manager
County Auditor
Deputy County Auditor
Deputy County Clerk
Deputy Director of Real Property Tax Services
Deputy Superintendent for Public Works
Deputy Treasurer (Principal Account Clerk)

Director of Administrative Services
Director of Community Affairs
Director of Patient Services
Director of Nursing
Director of Public Health
Director of Social Services
Election Clerk
Head Social Welfare Examiner
Jail Administrator
Motor Vehicle Supervisors
Public Health Nursing Comptroller
Secretary to the County Attorney
Secretary to the District Attorney
Senior Programmer/Analyst (Deputy Director)
Social Services Attorney
Superintendent of Public Works
Supervising Community Health Nurse
Supervising Nurses @ Horace Nye Undersheriff
Such recognition shall extend in accordance with the applicable provisions of the Public Employees Fair Employment Act.

B. Pursuant to the requirement of Section 207(3) (b) of the Public Employees Fair Employment Act, the Essex County Unit of the CSEA affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such strike.

ARTICLE 2
NEGOTIATIONS PROCEDURES

A. The terms and conditions of employment provided in this Agreement shall remain in effect until the expiration of the contract or unless altered by mutual agreement.

B. Neither party in any negotiations shall have any control over the selection of the representatives of the other party, and each party may select its representatives from within or without Essex County. While no final agreement shall be executed without ratification approval by the Association and approval by the County, the parties mutually pledge that their representatives will have all necessary power and authority to make proposals and reach agreement in the course of negotiations.

C. The Association shall notify the County prior to the commencement of negotiations the names of the employees selected as the negotiating team for the Association. The maximum number of people that may attend any negotiating session for the Association shall be six (6) employees. The Association may appoint alternate employees so that the Association is always represented by at least three (3) employees at the negotiating table. In the event the Association desires to negotiate a successor Agreement, the CSEA shall notify the County Manager/Administrator, in writing of its desire not later than July 15 of the last year of the Agreement, with said negotiations for a successor Agreement to commence not later than August 15 of said last year of the Agreement. If the County has not been notified by October 1 of the last year of the Agreement, the terms of the current Agreement shall be self-renewing for one (1) year. If the CSEA desires to enter into negotiations for the ensuing year, it shall notify the County Manager/Administrator in accordance with the above timelines.
ARTICLE 3
DEDUCTIONS

A. The County agrees to deduct CSEA membership dues or an equivalent fee from the wages of all bargaining unit employees the first (1st) pay period of each month. All dues and fees deducted shall be transmitted to CSEA, Inc., 143 Washington Ave., Capital Station, Albany, New York 12224-9989.

B. The County agrees to send a list to CSEA containing the name, address, social security number, and department of all bargaining unit employees.

C. In the event Agency Shop Fee becomes no longer mandatory, the Association agrees to indemnify and hold harmless the County, each member of the Board of Supervisors and all agents and/or designees of the County against any and all claims, costs, suits or other forms of liability and all court costs arising as a result of deductions taken out by the County in accordance with the terms of this Agreement.

D. The County shall permit payroll deduction authorization for the Deferred Compensation Program, CSEA sponsored insurances, and agency fee and will permit direct electronic deposit authorization.

ARTICLE 4
CSEA PRIVILEGES

A. The County will allow a maximum of fifteen (15) minutes per employee on a semi-annual basis, during working hours, for a non-employee representative of CSEA to explain membership services and programs provided it does not interfere with any employee's work responsibilities. Such arrangements shall be coordinated through the appropriate Department Heads.

B. The CSEA Unit president or his designee shall be permitted a maximum of fifteen (15) days per year without loss of pay or other benefits to attend regional or statewide conventions or meetings and CSEA Board of Directors meetings.

C. The County will provide the CSEA Unit President or his designee with copies of all public County Board of Supervisor Committee and Board meeting minutes and proposed or enacted resolutions as soon as they are available for distribution.
ARTICLE 5
JOINT COMMITTEES

A. Labor/Management Committee

Each side shall appoint three (3) members to this Committee to meet bi-monthly to resolve problems and to establish a firm relationship between the County and the Association to promote harmonious coexistence. Nothing contained herein shall prevent the Labor/Management Committee from meeting more often by mutual consent.

B. Safety Committee

A Safety Committee consisting of one person designated by the Association from each of the named departments and one person at-large shall be established to review the safety problems in the County. The named departments are: Public Works; Horace Nye; Sheriff’s; Social Service; Public Health; and the Fish Hatchery. The at-large employee shall be named from one of the other departments not named. The County may appoint up to three (3) representatives to serve on the Committee. The parties agree that the Safety Committee will meet at least quarterly or as otherwise mutually agreed. The purpose of the Committee is to make recommendations to the various departments regarding safety matters. Recommendations made by the Committee shall be reduced to writing and distributed in the appropriate departments.

C. Health Insurance Committee

A Health Insurance Committee shall be established composed of at least three representatives from the County and three representatives from the Association. The committee will meet periodically upon the call of either the County or the Association for the purpose of investigating matters pertaining to health insurance coverage for County employees. The first meeting of the Committee will take place not less than thirty (30) days following the approval of this Agreement.

D. Grade/Position Reallocation Committee

A Grade Reallocation Committee shall be established composed of at least three representatives from the County and three representatives from the Association. The purpose of the committee will be to review the existing positions and grades and make recommendations to the County for possible reallocation. The first meeting of the Committee will take place not less than thirty (30) days following the approval of this Agreement.
ARTICLE 6
LEAVE OF ABSENCE

A Leave of Absence for a specified time, not to exceed one (1) year, without pay, for a sufficient reason may be granted to an employee by the County Manager upon the written request of the employee upon at least two (2) weeks written notice to the Department Head. The Department Head shall review the application and submit the application along with a recommendation to the County Manager within two (2) workdays following receiving the application. The granting or denial of all leaves of absence, except as required by law, shall be at the discretion of the County Manager provided any denial shall not be for arbitrary and capricious reasons. If the request for unpaid leave is denied, the matter may be referred to the County Personnel Committee only for the purpose of determining if the denial was arbitrary and capricious. The denial of a leave of absence shall not be grievable.

ARTICLE 7
SICK LEAVE

A. The sole purpose of this provision is to provide sick leave for those employees who suffer from a personal illness and/or injury and are unable to perform their job function except that sick leave may be utilized for a serious illness or injury in an employee's immediate family and for doctor and dental appointments for the employee. Any employee who claims sick leave under false pretenses may be subject to immediate disciplinary action.

B. No employee shall receive any part of his/her compensation while absent from duty because of sickness or disability except as herein provided.

C. 1) Except as otherwise-provided below, an employee hired prior to May 5, 1986, shall be granted sick leave with pay, of one and one-half (1 1/2) days per month. An eligible employee, having worked or was on paid leave for at least eleven (11) days per month, shall be entitled to credit for that month. Such sick leave with pay shall be administered by the Department Head.

2) Effective May 5, 1986, new hires will be granted nine (9), twelve (12), and fifteen (15) days of sick leave in their first (1st), second (2nd) and third (3rd) years of employment; then eighteen (18) days in the fourth (4th) year of employment.

3) Employees hired after March 23, 1989, shall accrue sick leave each month to a total of thirteen (13) days sick leave per year. The accrual each month shall be a proportionate share of the thirteen (13) days for the year.
D. Effective January 1, 1996, any employee who uses up more than the equivalent hours of ten (10) work days of sick time per year for two (2) consecutive years shall have his/her accumulation rate reduced to one (1) day per month. Contributions made to the sick leave bank during the term of this Agreement shall not be counted toward the ten (10) days. The employee may have his/her regular rate restored after two (2) consecutive years of not using up more than ten (10) sick days in any one (1) year. Upon mutual agreement of the Association and the County, this provision shall be waived for justifiable circumstances. An employee shall provide the department head with medical documentation and/or other evidence for a determination of justifiable circumstances. If there is not mutual agreement, the matter shall be referred to the County Manager and the Association representative for review and determination.

E. Upon becoming sick or disabled, an employee shall, during his sickness or disability, be granted sick leave with pay to the extent of the unused sick leave time accumulated.

F. Sick leave time shall be considered for all purposes as continuous service. In the case of retirement, the provisions of Section 41-j under the New York State Retirement System shall prevail.

G. 1) Any employee who is incapable of performing her duties because of maternity disability may utilize accumulated sick leave credits during such absence. A maternity leave shall be considered to commence on the date when the employee is no longer capable of performing her regular duties and shall end on the date that the employee can resume the performance of her regular duties. The employee may be requested or required to bring in a doctor's notice to verify the date when the employee is not capable of performing her duties or when the employee is capable of returning to work.

2) When an employee is absent from work because of sickness or disability, the Department Head may require a physician's certificate, an examination or other acceptable medical evidence for any absence. If a doctor's examination is called for, it shall be paid for by the County provided the results establish a bona fide illness or disability.

3) When such a certificate is required, it will be so noted on the employee's daily time record. When the illness or disability is five (5) days or longer in duration, a physician's certificate is required at the end of the fifth day and for each five (5) working days of continuous absence thereafter (this requirement is waived when an employee is confined to a hospital). Such certificate shall state the nature of the illness or disability and the expected date of return to work.
H. Employees shall be entitled to accumulate up to a maximum of the equivalent hours for two hundred twenty-five (225) days of sick leave. For those employees who have accumulated more than the equivalent hours of two hundred twenty-five (225) days of sick leave, they shall not be allowed to accumulate any more sick leave until such time that they have less than the equivalent hours for two hundred twenty-five (225) days. The equivalent hours for two hundred twenty-five (225) days for eight hour employees is eighteen hundred (1800) hours; the equivalent hours for seven and one-half hour employees is sixteen hundred eighty-seven and one-half (1687.5) hours; and the equivalent hours for seven (7) hour employees is fifteen hundred seventy-five (1575) hours.

I. Employees who retire from County service shall be entitled to one hundred per cent (100%) of their normal daily rate for each day of accumulated sick leave over one hundred sixty-five (165) work days based on either an eight (8) hour day, seven and one-half (7½) hour day or a seven (7) hour day, whichever is appropriate; however, under no circumstances will an employee be entitled to more than the equivalent of thirty-five (35) sick days of compensation.

J. When an employee is absent from work due to illness or injury, said employee will make every reasonable effort to notify the appropriate County official (i.e. Department Head) prior to the beginning of the work day or as soon thereafter as feasible.

K. All references to days in this Article shall be converted to equivalent hours.

L. Any unused personal time may be converted to sick time at the end of the year even if it results in exceeding or adding to more than the equivalent hours of two hundred twenty-five (225) sick days accumulated.

ARTICLE 8
SICK LEAVE BANK

A. Employees who accrue sick leave may participate voluntarily in the Sick Leave Bank under the following conditions:

1. Application - In January of each year, employees may make application for participation in the Sick Leave Bank provided the employee has a minimum of hours equivalent to ten (10) accrued sick days. Application for Sick Leave Bank may be obtained from the Personnel Office or the CSEA Representative.

2. Eligibility - Each participating employee shall contribute the equivalent hours for one (1) day of sick leave to the Sick Leave Bank every other year during the annual enrollment in January. Sick leave days donated to the Bank by the employee will not be returned to the employee except as provided for herein. Employees with a balance of accruals will be permitted to transfer one day of vacation, sick leave, or personal leave annually to the Sick Leave Bank.
3. Withdrawal - Participating Sick Leave Bank employees who have used up or anticipate using up all of their accumulated sick leave days, personal leave days, and vacation days may apply for withdrawal from the Sick Leave Bank. Applications for withdrawal will be submitted to the Labor/Management Committee for review. Approval by both the Association and the County representatives is required to effectuate a withdrawal from the Sick Leave Bank.

   a) Any sick leave time drawn from the bank by a participating employee must be used for said employee's personal catastrophic illness, accident or injury.

   b) Any employee withdrawing sick leave time from the Bank shall not be required to replace those days except as a regular contributor to the Bank.

   c) The first hours equivalent to twenty-five (25) days of the Sick Leave Bank withdrawal shall be fully paid days. Beginning with the equivalent to the twenty-sixth (26th) day of Sick Leave Bank withdrawal, an employee shall be eligible to be paid only eighty per cent (80%) of said employee's daily rate up to a maximum of the equivalent hours for one-hundred fifty (150) days or the balance of sick days in the bank, whichever is less.

   d) Any unused time shall be returned to the Sick Leave Bank.

B. General Conditions

1. A participating employee who chooses to no longer participate in the Sick Leave Bank shall not be eligible to withdraw any sick leave already contributed to the Bank.

2. The Labor/Management Committee shall establish procedures for identifying and recording contributions to the Bank and for complying with applicable government regulations and/or associated record keeping.

3. Alleged abuse of the use of the Sick Leave Bank shall be investigated by the Labor/Management Committee. Any abuse of the Sick Leave Bank shall be grounds for disciplinary action and may result in termination.

C. Bargaining unit employees who retire with excess sick leave accumulation (i.e. beyond 200 days) may be allowed to donate the time to the sick leave bank.
ARTICLE 9  
BEREAVEMENT LEAVE  

A. Employees will be permitted to use a maximum of three (3) consecutive calendar days (commencing the calendar day after the death unless notification of the death occurs prior to the start of the work day in which case the bereavement leave shall commence the day of the death) per death in the immediate family without loss of pay or deduction from any other accumulated credits. Should an employee be notified of a death in his/her immediate family during the work day, then said employee shall be permitted to take the remainder of the work day off without any charges to his/her leave credits nor shall that day count toward his/her three (3) bereavement days as spelled out above. Immediate family shall be defined as father, mother, sister, brother, son, daughter, mother-in-law or father-in-law of present marriage, spouse residing in employee's household, step-parents, and step-children.

B. Employees will be permitted to use a maximum of one (1) work day for a death to the employee's grandmother, grandfather, or grandchildren, without loss of pay or deductions from other accumulated credits.

ARTICLE 10  
PERSONAL LEAVE  

A. The purpose for personal leave is to provide employees time off for conducting personal matters that could not otherwise be conducted outside the normal work hours. Examples of proper use would be for important family matters, doctor or dental appointments, conducting personal legal affairs, family illness, and conducting personal business matters. Personal leave must be approved by the employee's Department Head and, except in the case of emergencies requiring the employee's presence, will not be granted if such absence will interfere in the proper conduct of governmental functions necessitating the presence of the employee. Requests for personal leave shall be made to the Department Head as soon as possible with at least twenty-four (24) hours notice, except in the case of an emergency.

B. Except for new hires, personal leave will be granted to a maximum of forty (40) hours for eight (8) hour per day employees, thirty-seven and one-half (37 ½) for seven and one-half (7 ½) per day employees and thirty-five (35) hours for seven (7) hour per day employees, non-cumulative per year. Unused personal leave shall be credited to sick leave annually on December 31st.
C. New hires shall receive sixteen (16), twenty-four (24), and thirty-two (32) hours for eight (8) hour employees, fifteen (15), twenty-two and one-half (22 ½) and thirty (30) for seven and one-half hour employees and fourteen (14), twenty-one (21) and twenty-eight (28) hours for seven (7) hour employees of personal leave in their first, second and third year of employment. In their fourth year of employment, said employees will receive forty (40) hours for eight hours per day employees, thirty-seven and one-half (37 ½) for thirty-seven and one-half (37 ½) hour employees and thirty-five (35) hours for seven (7) hours employees of personal leave.

ARTICLE 11
VACATION

A. County employees who have continuous service for one (1) year shall be entitled to a vacation in accordance with the following schedule:

Completion of one (1) year    ten (10) days  
Over one (1) year             one (1) day per month  
Over four (4) years           one and one-quarter (1 ¼) days per month  
Over eight (8) years          one and two-thirds (1 2/3) days per month

B. If an employee is hired on or before the fifteenth (15th) of the month, the employee will be credited with an anniversary date as of the first of that month. If an employee is hired subsequent to the fifteenth (15th) day of the month the employee’s anniversary date will be the first day of the subsequent month.

C. The intent of the parties is for employees to take their accrued vacation in the anniversary year which the employee becomes entitled thereto. Exceptions may be made if an employee is unable to use his/her vacation time due to non-approval by his/her Department Head or where the employee has notified the County in writing of his/her intention to retire within the employee’s ensuing anniversary year of employment. In such cases, the employee may carry over vacation credit provided that it must be used during the year it was carried over to or, in the case of retirement, used as the basis for attaining the maximum amount of accrual as set forth below. The maximum hours an employee may carry over from one year to the next is an amount of hours equivalent to twenty-one (21) days of vacation credit. If the employee who carried over vacation credit is unable to use the credit carried over within the next twelve (12) months due to the non approval of his/her supervisor, said employee shall be entitled to a cash payment the next pay period after the employee’s anniversary date for the credit that was carried over and not used. If an employee leaves the service of the County either by voluntary resignation or retirement, said employee shall be entitled to receive a cash payment for his/her accrued vacation time provided that under no circumstances shall said time exceed eighteen (18) months worth of accrual at the appropriate monthly rate. At the time of retirement or death while in the County service, payments shall be made in cash for the total accrued vacation.
D. All vacation credit for new employees shall be on an hourly accrual basis. Employees in their first three (3) years of employment shall accrue vacation credit at the hourly rate equivalent to three fourths (3/4) days per month. Employees in their fourth through eighth year of employment shall accrue vacation credit at the hourly rate equivalent to one (1) day per month. Employees from their ninth year on shall accrue vacation at the hourly rate equivalent to one and one-half (1 1/2) days per month.

ARTICLE 12
HOLIDAYS

A. Holidays shall be granted as follows:

- New Year’s Day
- Martin Luther King Day
- President’s Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran’s Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day
- Floating Holiday

B. Employees who are required to work on any of the above holidays shall be entitled to equivalent time off for the holiday, plus pay at straight time for all hours worked on the holiday. Employees working on Thanksgiving, Christmas, and New Year’s Day will be entitled to pay for the holiday plus time and one-half (1 1/2) for all hours worked on the holiday. The Department Head shall designate a twenty-four (24) hour work period for the celebration of the holiday.

C. If a holiday(s) falls within an employee’s vacation period, the vacation period of such employee shall be extended by the holiday(s) that fall within such vacation.

D. When a holiday falls on a Saturday, employees shall be given Friday off. When a holiday falls on a Sunday, employees shall be given Monday off. In place of Lincoln’s birthday there shall be a Floating Holiday to be taken in the calendar year by mutual agreement with the Department Head.

E. Should an employee be required to work on either Fathers’ Day or Mothers’ Day, then said employee shall be entitled to time and one-half for those hours worked for the day s/he worked. This provision shall apply to either Fathers’ Day or Mothers’ Day (at the employee’s option), but not both.

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ARTICLE 13
HOURS OF WORK

A. Employees shall be required to work the workweek as listed below which shall be scheduled Saturday through Friday at the Sheriff’s Department; Sunday through Saturday at the Horace Nye Home and the Department of Public Health; and Monday through Sunday in all other Departments. Departments who work shift work may continue such practice. With the approval of the County Manager, a Department Head may establish flexible starting and stopping times for his/her departments except the Public Works Department. Prior to the implementation of a change in the work schedule, the Association shall be notified, and the Department Head and the CSEA representative shall discuss such schedule change.

B. Unless otherwise specified, the normal workday shall be based on seven (7) hours with a one (1) hour unpaid meal period.

C. Horace Nye Home and Sheriff’s Department - The normal workday shall be based on eight (8) hours including a meal period.

D. Department of Public Works - The normal work day shall be based on eight (8) hours with a one-half (1/2) hour unpaid meal period. DPW clerical employees’ workday shall be based on eight (8) hours with a one-half (1/2) hour unpaid meal period.

E. Public Health hours shall be thirty-seven and one-half (37 1/2) hours per week, seven and one-half (7 1/2) hours per day exclusive of one-half (1/2) hour for lunch.

F. Nothing contained herein shall prevent the County from instituting summer hours consisting of four (4), ten (10) hour days per week anytime during the period May 1 to October 1, provided at least two (2) weeks prior notice is given to the Association and the Association is given the opportunity to discuss the change with the County.

G. Except as otherwise specified, an employee who is called back to work after the employee’s regular hours of work have been completed and after the employee has left, said employee shall be guaranteed a minimum of four (4) hours pay at the appropriate rate. Employees assigned to Horace Nye who are required to work an extension of the work day or who are required to take inservice training on day(s) they are otherwise not required to work, shall be paid time and one half (1 1/2) for the actual overtime work performed.
H. DPW Call-in Procedure

1. The parties acknowledge that in order for the effective and efficient operation of the DPW, the positions of Highway Equipment Operator, Motor Equipment Operator, and Laborer are positions which, by the nature of their duties in the DPW, may require work outside the normal workday.

2. Prior to establishment of the call-in list, the Department Head agrees to provide the Association an opportunity to make its recommendations. The Department Head shall consider the recommendations of the Association; however, if agreement is not reached, the Department Head shall have the discretion to institute the call-in policy for the Department.

3. It is understood that employees on a call-in list shall have responsibility to be available to be called in when forecasts call for bad weather or when it can be reasonably anticipated that there will be a call-in. Failure to respond to a call-in without just cause may result in disciplinary action and could lead to termination.

4. A premium pay plan will be implemented effective January 1, 2000, for the snow/ice season (between November 1 and April 15) in order to compensate employees of the DPW Highway Division noted in H. 1. above, for being available for call-in status during the snow/ice season and who respond to the seasonal call-ins as follows:

   a) 100% response = $200.00
   b) Not available only once = $175.00
   c) Not available only twice = $150.00
   d) Not available only three times = $100.00

   Payment will be the first non-payroll Friday in May of each year (effective January 1, 2000, and not retroactive to the 1998-1999 snow season).

I. Compensatory time accrued shall be scheduled at the mutual convenience of the employee and the Department Head, but in no case more than four (4) months from the date such overtime was worked. Accrued compensatory time must be used before vacation time is used. All compensatory time not used in the four (4) month period shall be paid at the accrued earned rate.

J. Public Health hours except for W.I.C. employees, shall be thirty-seven and one-half (37 ½) hours per week, seven and one-half (7 ½) hours per day exclusive of one-half (½ hour) hour for lunch. W.I.C employees shall remain at thirty-five (35) hours per week; however, in the event the situation changes regarding these employees, the matter may be revisited by the parties during the term of this Agreement.
ARTICLE 14
HORACE NYE

A. Employees at Horace Nye who perform patient related services shall have an eighty (80) hour pay period and shall receive one and one-half (1 1/2) times their rate of pay for those hours worked in excess of eight (8) in any twenty-four (24) hour period. Applicable state rules and regulations shall apply regarding consecutive days of work.

B. To the extent feasible, as determined by the Horace Nye Administrator, the practice of providing every other weekend off for employees will be continued provided it is understood that employees are expected to work twenty-six (26) weekends per calendar year. If it is determined that a change is necessary in this policy, the Association shall be notified prior to instituting any change in this policy.

C. If a regular position is available at Horace Nye, the job position shall be first posted for five (5) days in the facility before notice is posted County-wide. Regular position means for a “regular employee” as provided in the Definitions section of the Agreement.

D. The per diem rate shall be 10% above the starting rate for the appropriate position and grade.

E. Nurses placed in charge for a shift shall receive a two-dollar ($2.00) per hour rate increase adjustment for that shift (effective January 1, 2000).

F. Regular employees who work a three-fifths (3/5) workweek shall receive three-fifths (3/5) leave benefits and uniform allowance. These employees shall be given first consideration for additional per diem work.

ARTICLE 15
DEPUTY SHERIFFS

A. Whenever possible, a seventy-two (72) hour notice of shift change will be given to Sheriff’s Department employees.

B. In those instances where the County pays for required training for Deputy Sheriff(s), and said employee(s) voluntarily leaves the service of the County within three (3) years after completion of the training, and provided said training cost at least three thousand dollars ($3000.00), the employee(s) shall on demand reimburse the County in accordance with the following:

<table>
<thead>
<tr>
<th>Length of Service After Completion of Training</th>
<th>Reimbursement to County</th>
</tr>
</thead>
<tbody>
<tr>
<td>less than one (1) year</td>
<td>full cost of training</td>
</tr>
<tr>
<td>one (1) - two (2) years</td>
<td>two-thirds (2/3) cost of training</td>
</tr>
<tr>
<td>two (2) - three (3)</td>
<td>one-third (1/3) cost of training</td>
</tr>
</tbody>
</table>
Reimbursement of any monies due the County under this provision shall be made prior to the employee(s) departure from County service. Any monies due the employee at the time of his/her departure from employment may be withheld from the employee’s final paycheck if necessary to meet the above requirement. This section shall be placed in effect at the time of the signing of this Agreement and shall apply to all new employees in the Sheriff’s Department.

C. Section 89-P of the Retirement and Social Security Law shall be available for employees in the Sheriff’s Department as provided by law.

D. The shift differential for eligible employees in the Sheriff’s Department shall be increased by $.10.

E. Lineup Duties

Effective January 1, 2000, Deputy sheriffs and correction officers shall report to work twelve (12) minutes prior to the shift change to ensure ample opportunity to meet the minimum standards regarding prisoner population counts and other requirements of the Commission for Correction that should be conducted prior to assuming their shift responsibilities. This time shall be counted as time worked.

ARTICLE 16
CLOTHING/UNIFORM ALLOWANCE

A. Public Works Department

Effective January 1, 2000, each year all employees, other than clerical and administrative personnel, shall be reimbursed up to four hundred ($400.00) dollars upon submission of a receipt. Such reimbursement will be made the pay period after the receipt was submitted.

B. Horace Nye Home

Each year, all employees, other than clerical and administrative personnel, shall be reimbursed up to three hundred dollars ($300.00) upon submission of a receipt. Such reimbursement will be made the pay period after the receipt was submitted.

C. Fish Hatchery

Each year, all employees, other than clerical and administrative personnel, shall be reimbursed up to two hundred dollars ($200.00) upon submission of a receipt. Such reimbursement will be made the pay period after the receipt was submitted.
D. Requirements

In order to receive any clothing/uniform allowance, employees must produce receipts for the items purchased. Reimbursements shall be made not later than two (2) payroll periods following the submission of the receipt. The County may require employees to wear appropriate clothing directly related to their job responsibilities including, but not limited to, safety and health.

ARTICLE 17
VACANCIES

A. As job vacancies or openings occur, the County will post notice for ten (10) consecutive days in all departments and simultaneously provide the Unit President with one (1) copy of said notice on plain white paper. Such notice shall include the title, department, hours of work, work location, general job description, and salary rate.

B. Qualified County employees may submit an application for such vacancy or opening.

C. In non-competitive and labor class vacancies at the same grade level, qualified employees with a satisfactory work record will first be offered the position on the basis of seniority.

ARTICLE 18
LAYOFF AND RECALL - NON-COMPETITIVE AND LABOR CLASS EMPLOYEES

All permanent non-competitive and labor classified employees, shall be eligible for layoff and recall in accordance with the following:

A. Layoff shall be by department and title classification only. The least senior employee shall be laid off within each title in the affected department when a reduction in force is necessary. When laid off in their current title, an employee shall be allowed to use their departmental seniority to bump an employee in the next lower title or same grade within the affected department. If an employee refused to displace the junior incumbent, said employee will be laid off. If an employee is unable to bump vertically within his title in the department, the employee may be allowed to bump into a lower title in the department, providing the Department Head deems said employee qualified. Said employee must have more department seniority than the employee being bumped. The decision of the Department Head shall be final. Recalls from layoff shall be made in the reverse order of layoff.

B. All part-time employees shall be laid off prior to full-time employees. The above procedure shall be used in the event of layoff of part-time employees.
C. A laid off employee who refuses to return to a position offered within fourteen (14) calendar days of notification, forfeits all rights to the position and employment. It shall be the responsibility of the employee on layoff to provide his/her Department Head with a current mailing address. The County shall notify the employee by certified mail at the aforementioned address when a recall is to take place.

D. Laid off employees shall maintain recall rights to the position and department for a period of three (3) years from the date of layoff.

ARTICLE 19
MANAGEMENT RIGHTS CLAUSE

It is agreed that the County retains and reserves unto itself and its duly elected officials, except as expressly limited by this Agreement or by the Civil Service Law, other applicable state or federal statutes or applicable rules or regulations of administrative agencies with jurisdiction, all of the authority, powers, rights and responsibilities conferred upon and vested in it and its officials by law, ordinance or applicable administrative rule or regulation and to take whatever actions it deems necessary to carry out its responsibilities including, but not limited to, the right to determine the mission, purposes, objectives and policies of the County, to determine the facilities, methods, means and number of personnel required for conduct of County programs; to administer the merit system, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to this Agreement and law; to direct, deploy and utilize the work force; to establish the specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

ARTICLE 20
MISCELLANEOUS PROVISIONS

A. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

B. This Agreement shall supersede any rules, regulations, or practices of the County which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be considered part of the established policies of the County.

C. Any individual arrangements, agreement or contract between the County and the individual employee, heretofore executed, shall be subject to and consistent with the terms and conditions of this agreement.
D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

E. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION BY THE BOARD OF SUPERVISORS TO PERMIT ITS IMPLEMENTATION BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL SUCH APPROVAL HAS BEEN GIVEN.

F. Notices of Civil Service Examination for County employment shall be posted in all County Installations.

G. 1) No employee shall be required to work in a title out of their present classification for more than fifteen (15) cumulative days per year except during the continuation of a temporary emergency situation. If an employee is required to work in such higher title in excess of the fifteen (15) cumulative day period, the employee will be paid the higher rate for all work performed subsequent to completion of the fifteen (15) day period.

2) If an employee is promoted to a higher position either on a temporary or permanent basis the employee will receive the higher rate commencing on the first day of such promotion.

H. Employees shall not be entitled to meal allowances except in those situations where the employees' job requires them to be out of the County during a normal meal period and in those instances the employee should receive prior authorization from his/her Department Head before the meal expense is incurred.

I. An employee assistance program shall be maintained, pursuant to the plan adopted by the labor/management committee.

J. The County shall provide an overtime meal allowance to all employees in the Public Works Department and the Sheriffs Department up to ten dollars ($10.00) for every block of four (4) hours of overtime worked where such work is continuous with the regular work day. Employees must submit a voucher and receipt to be entitled to such meal allowance.
K. Personnel File

Before any material of a derogatory nature is placed in an employee’s personnel file, the affected employee shall first have the opportunity to review it. Once the employee has been given the opportunity to review the material, he/she shall sign a statement indicating only that he/she has been given that opportunity, not necessarily agreeing to the contents thereof. The employee may submit a statement regarding said derogatory material and that statement shall be affixed to the material referenced above. If a Counseling Memorandum is placed in an employee’s file, said Memorandum shall be removed after eighteen (18) months provided the problem identified in the Memorandum has been corrected. If any derogatory material originates from a source other than the affected employee’s Department Head, the Department Head will investigate to determine the validity of the derogatory material. If the Department Head determines that the derogatory material is valid, it shall be placed in the employee’s personnel file along with a Counseling Memorandum, unless the Department Head determines that a Warning Notice is warranted. If no Warning Notice is placed in the employee’s file, after eighteen (18) months, the derogatory material, along with the Counseling Memorandum, may be removed in accordance with the above.

I. Probationary/Permanent Employees

Employees shall be considered permanent upon the satisfactory completion of six (6) months continuous service except for deputy sheriffs who have not completed required training within the six (6) month period in which case the probationary period shall be extended to twelve (12) months.
M. County/CSEA Relations

Communications pertaining to labor relations matters should only be through designated representatives of the respective parties (the County and the CSEA). The parties agree that they will not bypass or otherwise attempt to deal directly with individuals or groups of individuals who have not been officially designated to represent either party in an official capacity.

N. The rate of reimbursement for those employees required to drive privately owned cars pursuant to County business shall be the maximum rate allowed by the Internal Revenue Service, for actual and necessary mileage.

O. Seniority

1. An employee who resigns from the County and is rehired within one (1) year from the date of resignation shall have his/her prior accrued seniority reinstated.

2. Should a Management/Confidential position be changed to a bargaining unit position, the incumbent holding such position shall retain his/her seniority with no break in service.

ARTICLE 21
WORKER’S COMPENSATION

A. The County shall continue to provide Worker’s Compensation insurance for all County personnel. Any employee injured while on duty as an employee of the County is required to file an accident report with his department head promptly following said accident. Proper forms are available in the office of heads of departments.

B. Employees entitled to receive Worker’s Compensation benefits may elect to use sick leave in lieu of the Worker’s Compensation payments for the first fourteen (14) days of their entitlement. Lump sum payments or settlements received by the employee for injury or disability shall be retained by such employee.

C. When the Department is reimbursed by the Worker’s Compensation Insurance carrier for remunerating employees under the sick leave policy of the County, the employee will receive credit for the loss in sick leave.

D. Should an employee be receiving Workers’ Compensation for more than one (1) calendar month, then said employee may contact the Personnel Office to arrange for installment payments for health insurance premiums paid by the employee.
ARTICLE 22
NEW YORK STATE RETIREMENT

A. Effective 1/4/84 the plan shall be Section 75 I.

B. The County agrees to grant credit for the Sick Leave Option under the New York State Employees' Retirement System (Option 41j).

C. The County agrees to pay for the Death Benefit Option under the New York State Employees' Retirement System (Option 60-B).

D. An employee who retires from the County and is rehired shall accrue seniority from the rehire date. Prior seniority shall not be reinstated.

E. The County will continue to make health insurance premium payments for eligible employees who retire from the County under the New York State Employees Retirement System as set forth hereinafter:

1) Except as provided below, employees who retire effective January 1, 2000 and during the term of this Agreement beyond January 1, 2000 will continue to pay the same dollar amount they were paying at the time of their retirement.

2) If health insurance premiums increase subsequent to retirement, the County will pay up to 9% of the premium increases on an annual basis. For premium increases that exceed 9%, the retirees share of the annual premium increase shall not exceed a cumulative monthly total as follows:

   a) twenty-five (25) or more years of service, up to $10 per month;
   b) twenty (20) or more years of service but less than 25, up to $15 per month;
   c) fifteen (15) or more years of service but less than 20, up to $20 per month;
   d) ten (10) or more years of service but less than 15, up to $25 per month;
   e) less than 10 years of service, the County has no obligation to pay any portion of the health insurance premiums.

3) The County will be responsible for any premium costs that exceed the contributions spelled out in 2 a) through 2 e) above.

4) In the event the employee’s contribution is less than five (5) dollars per month, the County reserves the right to waive said employee’s contribution.

5) Should a retiree choose to switch health insurance plans after his/her date of retirement, said retirees contribution toward premium payments shall be made in accordance with 1 and 2 above. Said employee’s contribution shall be determined as if the employee were retiring at the time of the switch.
ARTICLE 23
HEALTH BENEFITS

A. Effective March 1, 1999, the County shall make the New York State Health Insurance Program’s Empire Plan Core Plus Medical and Psychiatric Enhancements available for bargaining unit employees (subject to minimum participation requirements) and agrees to pay 100% of the premium rate (see attached as Addendum A) for all employees hired prior to March 23, 1989, and their dependents. All new employees hired after March 23, 1989 shall contribute 10% of the cost based on the 1999 Empire rates.

1) Effective January 1, 2000, and for each subsequent year, the County agrees to pay up to 9% of any increase in premium rates above that of the previous year’s Empire rates. Any subsequent amendment of the Taylor Law which affects Section 209-a 1(e) shall apply to this provision.

B. On six weeks notice to the Association, the County may switch to a comparable or better health insurance plan. Any disagreement as to whether a new plan is comparable shall be subject to binding arbitration per the contract grievance procedure.

C. Part 73 of the Rules and Regulations of the Department of Civil Service pertaining to the statewide health insurance program shall remain in full force and effect except as modified herein.

D. In addition, the County shall provide the Blue Shield Health Now Flex Plan and the Blue Shield PPO Plan as options for bargaining unit members, but in no case shall the County pay higher premiums for such options than the Empire Plan premium rate, exclusive of administrative fees. If, over the term of the contract, the HNF plan rates equate to or exceed the Empire Plan rates, the same percentage as spelled out in A and A. 1) shall apply to those affected employees covered by said plan.

E. If the Association wishes, it may submit alternative health benefit proposals for consideration to the County Manager prior to October 1, each year of the Agreement.

F. Part-time employees who average twenty (20) hours per week over a six (6) month period and those regular employees who work a 3/5 schedule shall be eligible for individual coverage by paying 10% of the premium cost for said individual coverage. These employees may opt for family coverage provided that any additional premium costs for said coverage shall be assumed by the employee and not the County. Regular employees who were “grandfathered in” under the 1996-1998 contract shall be covered under A., A. 1) and D. above as if they were full workweek employees.
G. Cafeteria Plan

The County will offer the following benefits as allowed under Section 125 of the Internal Revenue Code:

1. Premium Only Plan (POP)

   The County will offer a Premium Only Plan (POP) whereby those employees who pay a portion of their health insurance premium shall have their portion paid by pre-tax dollars through payroll deduction.

2. Flexible Spending Account

   The County will allow employees, at their option, to create individual Flexible Spending Accounts (FSA's) which allow the employees to pay for qualified unreimbursed medical expenses with pre-tax dollars. The minimum contribution level for an FSA shall be $10/per pay period and the maximum shall be $100/per pay period.

3. Dependent Care Account

   The County will allow employees to set up a Dependent Care account whereby employees may contribute up to $5000. annually (set up as monthly contributions) toward paying for qualified Dependent Care.

4. Incentive

   a) For those employees who are currently covered by health insurance plans made available by the County, the County will make available a monetary incentive whereby an employee who is currently covered by a plan other than Health Now Flex shall be entitled to an optional benefit, as spelled out below, as a result of an employee switching to the Health Now Flex Plan.

   b) Employees who switch to the Health Now Flex Individual Plan during the 1999 calendar year shall be entitled to twenty (20.00) dollars per month and employees who switch to the Health Now Flex Family Plan shall be entitled to thirty eight (38) dollars per month.

   c) For each subsequent calendar year, employees who switch to the Health Now Flex plan, the entitlement shall be determined by subtracting the difference between the County contribution for the family plan and the Health Now Flex family plan rate and dividing that amount by two. Said amount shall be the contribution for those with the family plan. One-half of the family plan contribution shall be the amount for the individual plan. For example, if the difference between the Empire family plan rate and the HNF family plan rate is $100.00, the contribution for those who switch from the Empire family plan to HNF family plan would be $50.00. The contribution for those who switch to the HNF individual plan would be $25.00 (1/2 of the family contribution).
d) The annual incentive shall be calculated proportionately from the effective date that the employee makes his/her selection. For example, if the employee makes the selection effective July of any contract year, said employee's savings would be based on one-half the savings for the remaining six months of the County's fiscal year.

e) The savings set forth above may be paid in cash to employees or may be placed in the employee's Flexible Spending Account on a pro rata basis for the number of months remaining in the County's fiscal year from the effective date of the selection.

5. Buy-out

a) For those employees who have opted for health insurance coverage through the County and decide to drop that coverage, said employees shall be entitled yearly to one-half the annual premium up to a maximum of $2500.00 subject to 4 (d) above.

b) For those employees who are not currently covered but are eligible for health insurance coverage through the County they will receive 1/2 of the annual premium based on the individual coverage rate of the Empire Plan.

c) Cash payments will be made the first non payroll Friday in December each year. In order to obtain the health insurance buy-out, the employee must document to the County that other health insurance is available and the employee must sign a release to the County waiving any rights to health insurance coverage and releasing the County from any other health related liability. If an employee who has elected this option loses his/her health insurance coverage, he/she must immediately notify the personnel office and his/her coverage will be reinstated upon the employee making the appropriate payment of the premium, if such premium is due, and otherwise satisfies any eligibility requirements.

d) In order for an employee to be eligible for a buy-out, s/he must have been employed for at least one (1) year.
ARTICLE 24
WAGES

A. Effective January 1, of each year listed below, the hourly rate for employees in the bargaining unit shall be adjusted as follows:

1) 1999 rate – increase all employees’ hourly rate by $.47 (retroactive to 1-1-99);
2) 2000 rate - increase all employees’ hourly rate by $.49;
3) 2001 rate - increase all employees’ hourly rate by $.52;
4) 2002 rate – increase all employees’ hourly rate by $.56;
5) 2003 – increase all employees’ hourly rate by 4% across-the-board;
6) The starting rate for each grade shall be increased by the same amounts listed herein.

In the event the Cost of Living Index for Urban Wage Earners and Clerical Workers (CPI-W) exceeds 6% for the period between September 1, 2001, and August 31, 2002, then Section A. 5) of this Article may be reopened for the purpose of negotiating the wage rates for the year 2003.

B. Longevity

An annual payment shall be paid to employees on the first non-payroll Friday in December as follows:

(1) Effective 1-1-00, regular employees who work a full workweek who have completed five (5) full time years of service – two hundred dollars ($200.00)

(2) Effective 1-1-00, regular employees who work a full workweek who have completed ten (10) full time years of service – three hundred dollars ($300.00)

(3) Regular employees who work a full workweek who have completed fifteen (15) full time years of service - four hundred dollars ($400.00)

(4) Regular employees who work a full workweek who have completed twenty (20) full time years of service - eight hundred dollars ($800.00)

(5) Regular employees who work a full workweek who have completed twenty-five (25) years of full time service - one thousand two hundred dollars ($1200.00)

C. Overtime

Except for those employees at the Horace Nye Home, as defined in 1. of this Article, employees shall receive one and one-half (1 1/2) times their normal rate of pay for approved hours in excess of forty (40) hours in any week.
D. New Appointees

A new employee appointed to a position shall be paid the minimum rate of pay for the grade unless the Department Head demonstrates to the County that it is impracticable to recruit for a position at the minimum rate of pay. The County may then authorize recruitment and payment above the minimum of the wage scale for such position. When a permanent appointment is made at an increased minimum, all incumbents of such position receiving less than such recruitment rate shall have their wage rates brought up to such rate of pay, provided that present incumbents have equal years of experience.

E. Promotions

When an employee is promoted to a position in a higher grade, said employee’s rate shall be increased to the starting rate of that grade provided the starting rate is at least three and one-half (3 1/2) percent higher than what the employee is currently earning at the lower grade, otherwise the increase shall be three and one-half (3 1/2) percent. If the starting rate is less than what that employee currently earns, then said employee shall receive a three and one-half per cent (3 1/2%) raise.

F. Reassignments

There shall be no immediate change in the hourly rate of an employee assigned to a new position unless his hourly rate is below the approved minimum of the new position. If any employee is reassigned to a position in a grade having a higher hourly rate than the position from which he was reassigned, such change shall be deemed a promotion and the legal provision governing promotions shall apply. If an employee is assigned to a position in a grade, the hourly rate of which has a maximum that is lower than the minimum of the grade from which the employee was reassigned, such change shall be deemed a demotion and the provisions governing demotions shall apply.

G. Reallocation Downward

When an employee’s position is reallocated to a lower grade position, the employee shall be permitted to continue at his present rate of pay during the period of incumbency (except in the event of county-wide reductions) but he shall not be entitled to a wage increase until an employee in the lower grade reaches his/her rate of pay.
H. **Demotion**

When an employee is demoted to a lower rated position, the employee shall be permitted to retain his or her current rate of pay if the current rate of pay is below the most any employee is earning in that lower grade. If the employee's current rate of pay is higher than the most any employee is earning in that lower job grade, then the employee's new rate of pay will be equivalent to the most earned by an employee in that grade. If the employee's rate of pay is within the parameters as set by the lowest paid employee and the highest paid employee in that grade, then the employee will earn the lower rate of pay closest to his/her current rate of pay. Employees, who are demoted because of a wage rate survey or because of an assessment shall be permitted to retain his/her current rate of pay.

I. **Part-Time Employment**

All rates prescribed in the current rates of pay are the standard rates of pay authorized for full-time (full workweek) employment. When employment is on a less than full workweek basis, only the proportionate part of time actually employed shall be paid, and at the minimum rate for the grade in which employed.

J. **Shift Differential**

Except for the Sheriff's Department, there shall be a forty (40) cent shift differential for those employees who work either the 3 p.m. to 11 p.m. or 11 p.m. to 7 a.m. shift provided the position the employee holds is one that is also required for normal work hours.

K. **On-Call Stipend**

On-call pay for the HEAP position in the Social Services Department shall be (Holidays - $22.50, Weekends - $20.00, Weekdays - $12.00). Provided, however, that for other employees of the County that are required to be on call said pay shall be three dollars ($3.00) per hour.¹

L. Current employees who hold positions that are based on a thirty-five (35) hour work week but are working either a thirty-seven and one-half (37 ½) or forty (40) hour work week shall be paid at the thirty-five (35) hour work week hourly rate.

¹ Section "K" shall become effective 1/1/00
ARTICLE 25
GRIEVANCE PROCEDURE

Section 1. Definitions

a) “Employee” shall mean a member of the bargaining unit covered by this Agreement.

b) “Grievance” shall mean a claimed violation of a specific term or provision of this Agreement.

c) “Day(s)” shall mean working days Monday through Friday, excluding holidays.

d) “Grievance Form” shall be a mutually agreed upon form for the filing of grievances.

e) “Class Action Grievance” shall mean a grievance filed by CSEA which alleges a violation of this Agreement and affects employees in more than one (1) department. It shall be initiated at Step 2 (Section 5) of the Grievance Procedure and must be filed with the County Manager within ten (10) days of when the CSEA knew or should have known of the events and conditions on which it is based.

Section 2. Declaration of Basic Principles

a) The County and the Association agree that efforts should be made to resolve alleged grievances at the informal stage before resorting to the formal steps of the grievance procedure.

b) An employee or the Association shall have the right to present grievances in accordance with procedures provided herein, free from coercion, restraint, discrimination or reprisal and shall have the right to be represented only by the Association at all stages of the grievance procedure.

c) Any and all time limitations herein set forth may be extended only by written mutual consent of the County and the Association.

d) Ordinarily, grievance discussions, meetings, conferences and hearings will be conducted during the normal workday.

e) The move to arbitrate on behalf of the employee shall require approval of the Association.

f) Failure on the part of CSEA to pursue a grievance in a timely fashion shall constitute a waiver of said grievance. Failure on the part of the County to answer a grievance in a timely fashion shall allow the CSEA to move to the next step of the procedure.

g) Department Head or County Manager as used in the Grievance Procedure shall include the Department Head’s or County Manager’s designee.
Section 3. Informal Stage

a) Before an employee files a formal written grievance, he/she shall first attempt to resolve the matter informally with his/her Department Head. A grievance shall be deemed waived unless it is discussed with the employee's Department Head within ten (10) days after the aggrieved party knew or should have known of the events or conditions on which it is based.

b) If the matter is not resolved informally, the employee shall have five (5) additional days from the date which the employee's Department Head was notified to submit a formal written grievance to the Department Head which shall identify the aggrieved party, the provision of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, and if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and the redress sought by the aggrieved party.

Section 4. Formal Stage - Step 1

Within five (5) working days from the receipt of the grievance form, the Department Head will discuss the alleged grievance with the affected employee and/or the Association representative and will make such investigation as he/she deems appropriate. Within ten (10) days after the receipt of the grievance form, the Department Head shall issue a written decision and communicate same to the affected employee and the Association.

Section 5. Formal Stage - Step 2

a) If the Association is not satisfied with the decision made by the Department Head, it may, within ten (10) days thereafter, request a review and determination of the grievance by the County Manager and/or designee. Such request shall be in writing and shall include all documents and statements presented at Step 1, including the decision of the Department Head, if applicable.

b) The County Manager or designee shall, at the request of the Association, hold a meeting within ten (10) days after receiving the request. The aggrieved party and representative, if any, may appear at the meeting to present oral and/or written statements or arguments.

c) Within five (5) days after the close of the meeting, or within fifteen (15) days after the grievance has been submitted to the County Manager, he/she shall issue a written decision and communicate same in writing to the Association.
Section 6. Binding Arbitration Formal Stage - Step 3

a) If the Association is not satisfied with the decision at Formal Stage Step 2, then it may appeal to PERB for arbitration within ten (10) days from the receipt of the Step 2 decision and thereafter the parties shall be bound by PERB’s procedures for arbitrations.

b) The fees and expenses of the arbitrator shall be borne equally by the parties.

c) The arbitrator’s decision will be in writing and will set forth his findings, reasoning and conclusions on the issues submitted and be binding on both parties on matters pertaining to the interpretation of Articles contained in this Agreement. Matters brought to arbitration that do not pertain to Articles in this Agreement shall not be binding on the parties. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The arbitrator shall have no power to alter, add or to detract from the provisions of this agreement.

Section 7. Disciplinary Arbitration

a) If the Association wishes to appeal the decision of the County Manager or other such officer or body having the proper authority regarding a proposed disciplinary action, it shall notify the County Manager within five (5) days from the notice of the proposed discipline. The notice shall contain a statement of charges and penalty. If the grievance pertains to an employee(s) holding either a non-competitive or labor position, it may notify PERB of a disciplinary arbitration within five (5) days from the time the Association notified the County of its intention. If the grievance pertains to an employee(s) holding a competitive position, then the parties must first mutually agree before the matter can be appealed to arbitration. If there is no mutual consent to proceed to arbitration, then the matter may be pursued under Section 75 of the Civil Service Law.

b) If the matter is referred to PERB, then the parties shall be bound by the PERB procedures for arbitration.

c) The decision of the arbitrator shall be final and binding on the parties.

d) The cost for the arbitration shall be shared equally by the parties.

e) The election to submit a grievance to arbitration shall be deemed a waiver of all other remedies or forums which otherwise might be available in resolving disputes under this Agreement.
ARTICLE 26
TERMS OF AGREEMENT

This contract shall be effective as of January 1, 1999 and shall continue in full force and effect until midnight December 31, 2003.

FOR CSEA:
By: [Signature]
Unit President

FOR THE COUNTY
By: [Signature]
Chairman, Board of Supervisors
ADDENDUM “A” - THE NEW YORK STATE HEALTH INSURANCE EMPIRE PLAN CORE PLUS MEDICAL AND PSYCHIATRIC ENHANCEMENTS RATES

The New York State Health Insurance Empire Plan Core Plus Medical and Psychiatric Enhancements Monthly Rates Effective March 1, 1999.

Plan Prime – Core Plus All Enhancements Monthly Rates

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### ADDENDUM B – POSITION GRADES

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<td>Computer Operator&lt;br&gt; RPTS Aid/Data Collector&lt;br&gt; Sr Acct Clerk&lt;br&gt; Sr Acct Clerk/Typist&lt;br&gt; Sr Receptionist&lt;br&gt; Sr Stenographer&lt;br&gt; Sr Typist/Receptionist&lt;br&gt; Social Svces Worker&lt;br&gt; Sr. Youth Services Worker</td>
<td>Corrections Officer&lt;br&gt; Dietetic Tech&lt;br&gt; Fish Hatchery Tech&lt;br&gt; Maint Mechanic&lt;br&gt; MEO&lt;br&gt; Sr Bldg Maint Helper&lt;br&gt; Stockkeeper</td>
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<td>Administrative Asst&lt;br&gt; Asst Motor Vehicle Supervisor&lt;br&gt; Data Collector&lt;br&gt; Principal Recording Clerk&lt;br&gt; Sr Support Investigator&lt;br&gt; Tax Map Tech</td>
<td>Auto Mechanic&lt;br&gt; Electrician&lt;br&gt; Graduate Practical Nurse&lt;br&gt; Leisure Time Activities Director&lt;br&gt; LPN&lt;br&gt; Sign Shop Worker</td>
</tr>
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<td>10</td>
<td>Computer Programmer/Specialist&lt;br&gt; Data Collector/Mass Appraiser&lt;br&gt; Juvenile Specialist&lt;br&gt; Network Technician&lt;br&gt; Payroll Clerk&lt;br&gt; Probation Asst&lt;br&gt; Sr RPTS Aide/Data Collector&lt;br&gt; Social Svces Investigator&lt;br&gt; Specialist, Svce for Aging&lt;br&gt; WIC Nutrition Educator&lt;br&gt; Youth Project Coordinator</td>
<td>Construction Equip Mechanic&lt;br&gt; Dep’y Sheriff&lt;br&gt; HEO&lt;br&gt; Welder</td>
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<td>Dietetic Svces Super&lt;br&gt; Maint Super</td>
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<td>Dep’y Sheriff/Civil Officer</td>
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## ADDENDUM C – STARTING RATES FOR EACH GRADE

### 1999

($0.47$ above 1998 rates)

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The following are starting rates for positions that do not start at Step 1.

- **Licensed Practical Nurse** (40 Hour) (11.25)
- **WIC Nutritionist** (35 Hour) (12.96)
- **Registered Nurse** (35 Hour) (14.70)
- **Public Health Nurse** (35 Hour) (16.11)
- **Sign Maintenance Supervisor** (40 Hour) (13.66)
- **Maintenance Supv./Housekeeper** (40 Hour) (15.38)
The following are starting rates for positions that do not start at Step 1.

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The following are starting rates for positions that do not start at Step 1:

- Licensed Practical Nurse: (40 Hour) $11.74
- WIC Nutritionist: (35 Hour) $13.45
- Registered Nurse: (35 Hour) $15.19
- Public Health Nurse: (35 Hour) $16.60
- Sign Maintenance Supervisor: (40 Hour) $14.15
- Maintenance Supv./Housekeeper: (40 Hour) $15.87
## 2001
($ .52$ above 2000 rates)

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</table>

The following are starting rates for positions that do not start at Step 1.

- **Licensed Practical Nurse** (40 Hour) (11.74)
- **WIC Nutritionist** (35 Hour) (13.97)
- **Registered Nurse** (35 Hour) (15.71)
- **Public Health Nurse** (35 Hour) (17.12)
- **Sign Maintenance Supervisor** (40 Hour) (14.67)
- **Maintenance Supv./Housekeeper** (40 Hour) (16.39)
### 2002
($$.56$$ above 2001 rates)

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<td>(15.70)</td>
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The following are starting rates for positions that do not start at Step 1.

- **Licensed Practical Nurse** (40 Hour) (12.30)
- **WIC Nutritionist** (35 Hour) (14.53)
- **Registered Nurse** (35 Hour) (16.27)
- **Public Health Nurse** (35 Hour) (17.68)
- **Sign Maintenance Supervisor** (40 Hour) (15.23)
- **Maintenance Supv./Housekeeper** (40 Hour) (16.95)
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The following are starting rates for positions that do not start at Step 1.

- **Licensed Practical Nurse**: (40 Hour) (12.79)
- **WIC Nutritionist**: (35 Hour) (15.11)
- **Registered Nurse**: (35 Hour) (16.92)
- **Public Health Nurse**: (35 Hour) (18.49)
- **Sign Maintenance Supervisor**: (40 Hour) (15.84)
- **Maintenance Supv./Housekeeper**: (40 Hour) (17.63)