Contract Database Metadata Elements

Title: Essex, County of and Essex County Unit 6800, CSEA, Local 1000, AFSCME, AFL-CIO, Essex County Local 816 (2004)

Employer Name: Essex, County of

Union: Essex County Unit 6800, CSEA, AFSCME, AFL-CIO

Local: 1000, Essex County Local 816

Effective Date: 01/01/04

Expiration Date: 12/31/08

PERB ID Number: 7014

Unit Size: 

Number of Pages: 52
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, 2004 - December 31, 2008
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## DEFINITIONS

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<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accrual(s)</td>
<td>Shall mean leave benefits that an employee may accumulate or receive in regular or increasing amounts for actually performing work duties or for time while on paid leave. It is necessary to work or be on paid leave for at least eleven (11) days of a month in order to earn leave benefit accruals.</td>
</tr>
<tr>
<td>Agreement</td>
<td>Shall mean the express written provisions of this contract only.</td>
</tr>
<tr>
<td>Appropriate Legislative Body</td>
<td>Shall mean, for purpose of Article 14 of the New York State Civil Service Law, the Essex County Board of Supervisors.</td>
</tr>
<tr>
<td>Appointing Authority</td>
<td>Shall mean Department Head.</td>
</tr>
<tr>
<td>Association</td>
<td>Shall mean the Civil Service Employees Association, Inc.</td>
</tr>
<tr>
<td>Association Representative</td>
<td>Shall mean the CSEA Unit President or his/her designee.</td>
</tr>
<tr>
<td>Call In</td>
<td>Shall mean the procedure used for calling in employees outside the normal work hours.</td>
</tr>
<tr>
<td>County</td>
<td>As used in the Agreement, shall mean the Employer.</td>
</tr>
<tr>
<td>County Manager</td>
<td>Shall be the highest level staff manager employed by the County. If the position is not filled, the words &quot;Chairperson of the County or his/her designee&quot; shall be substituted for the words &quot;County Manager&quot; wherever used in this Agreement.</td>
</tr>
<tr>
<td>Day(s)</td>
<td>Shall mean calendar day(s) unless otherwise specified.</td>
</tr>
<tr>
<td>Desk Audit</td>
<td>A Desk Audit is an action taken by the Personnel Officer based upon a request of the appointing authority or an employee to determine if the work being performed within a particular position is appropriate for the title being used for this position.</td>
</tr>
<tr>
<td>Emergency</td>
<td>Shall mean a sudden, unforeseen occurrence.</td>
</tr>
<tr>
<td>Employee(s)</td>
<td>Shall mean employee(s) in the bargaining unit.</td>
</tr>
<tr>
<td>Employer</td>
<td>Shall mean Essex County.</td>
</tr>
<tr>
<td>Equivalent Hours</td>
<td>Shall mean twelve (12) hours, eight (8) hours, seven and one-half (7 ½), or seven (7) hours depending on the employee’s normal workday.</td>
</tr>
<tr>
<td>Holiday(s)</td>
<td>Shall mean only those holidays specifically identified in this Agreement.</td>
</tr>
<tr>
<td>Longevity</td>
<td>Shall mean payments made over and above an employee’s regular hourly rate of pay based on years of service with the County.</td>
</tr>
</tbody>
</table>
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 and is not part of the Bargaining Unit.

Promotion  

Shall mean that an employee has been successful in their current level of job responsibilities and deserve to advance to a higher position title with more responsibility in order to earn a higher rate of pay. Such advancement shall be in accordance with Civil Service Rules.

Reallocation  

Reallocation is an action taken by the Board of Supervisors, based upon recommendation of the Personnel Officer to move a particular position title from one grade level to a different grade level. This reallocation is a change in the value of a position title and is not a reflection of any individual employee's work.

Reassignment  

Reassignment is the movement of an employee from one position to another position within a department or division under the same appointing authority.

Reclassification  

Reclassification is the action taken by the Personnel Officer based upon a review of a civil service position. A reclassification occurs when the Personnel Officer believes that the title is not appropriate for duties being performed by the employee within a particular position.

Regular Employee  

Shall mean an employee whose workweek schedule is based upon any of the following:

- forty (40) hours five (5) days a week (full workweek); thirty-seven and one-half (37 ½) hours five (5) days a week (full workweek);
- one work week of 36 hours followed by a 48 hour work week for a total of 84 hours for 12 hour per day employees in Sheriff's Department;
- thirty-five (35) hours five (5) days a week (full workweek);
- twenty-four (24) hours three (3) days a week (3/5 workweek);
- twenty-two and one-half (22 ½) hours three (3) days a week (3/5 workweek);
- 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.

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.

Transfer  
Shall mean the movement of an employee from one department under one appointing authority to another department under a different appointing authority.

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, and one work week of 36 hours followed by a 48 hour work week for a total of 84 hours for 12 hour per day employees in Sheriff's Department.

CONTRACT ADMINISTRATION

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 official, exempt employees, 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:

<table>
<thead>
<tr>
<th>Administrative Assistant (Mental Health)</th>
<th>Director of Administrative Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Officer of Essex County</td>
<td>Director of Community Affairs</td>
</tr>
<tr>
<td>Administrative Officer (Social Services)</td>
<td>Director of Patient Services</td>
</tr>
<tr>
<td>Assistant Civil Engineer</td>
<td>Director of Nursing</td>
</tr>
<tr>
<td>Assistant Director of Nursing</td>
<td>Deputy Director of Emergency Services</td>
</tr>
<tr>
<td>Enhanced 911 Coordinator</td>
<td>Payroll Specialist</td>
</tr>
<tr>
<td>Assistant Director of Community Mental Health Services</td>
<td>Director of Public Health</td>
</tr>
</tbody>
</table>
Assistant Director of Real Property | Director of Social Services
---|---
Chief Deputy, Sheriff's Department | Election Clerk
Commissioner of Elections | Director Community Mental Health Services
County Administrator/Manager | Jail Administrator
County Auditor | Motor Vehicle Supervisors
Deputy County Auditor | Public Health Nursing Comptroller
Deputy County Clerk | Secretary to the County Attorney
Deputy Director of Real Property Tax Services | Secretary to the District Attorney
Deputy Superintendent for Public Works | Senior Programmer/Analyst (Deputy Director)
Deputy Treasurer (Principal Account Clerk) | Social Services Attorney
Superintendent of Public Works | Supervising Public Health Nurses
Supervising Nurses @ Horace Nye | Undersheriff
Deputy County Planner | Payroll Clerk

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 the 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 ensuring year, it shall notify the County Manager/Administrator in accordance with the above time lines.
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 / Authorized Absence with Pay

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 Supervisors Committee and Board meeting minutes and proposed or enacted resolutions as soon as they are available for distribution.

D. An employee may be excused at the discretion of the department head, without charge to vacation time, sick leave, personal leave or any other leave, upon submission of satisfactory evidence to the department head of one of the following reasons:

1. Absence for court attendance under subpoena or court order, provided that neither the employee nor anyone related to the employee has a personal interest in the case and such attendance is not related to any other employment.

2. Absence to attend an administrative hearing or conference, a grievance, or a court case, related to County employment, notwithstanding that the employee may have a personal interest therein.

3. Absence to attend an official investigation or related interview.

4. Absence to attend an Essex County Civil Service examination, interview or appointment interview in relation to an eligible list for employment by Essex County, or any physical examination in relation thereto.

5. Absence to attend conferences, conventions or schools pursuant to Section 77-b of the General Municipal Law
ARTICLE 5 - Joint Committees

Labor/Management Committee
A. 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.

B. Nothing contained herein shall prevent the Labor/Management Committee from meeting more often by mutual consent.

Safety Committee
A. 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.

B. The named departments are: Public Works; Horace Nye; Sheriff's; Social Services; Public Health; and the Fish Hatchery. The at-large employee shall be named from one of the other departments not named.

C. 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.

D. 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.

Health Insurance Committee
A. A Health Insurance Committee shall be established composed of at least three representatives from the County and three representatives from the Association.

B. 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.

C. The first meeting of the Committee will take place not less than thirty (30) days following the approval of this Agreement.

LEAVE BENEFITS

ARTICLE 6 - Leave of Absence
A. 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.

B. The Department Head shall review the application and submit the application along with a recommendation to the County Manager within two (2) workdays following receipt of such application.

C. 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.
D. 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 an item for grievance.

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 an 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. Employees hired on or prior to March 23, 1989 shall be granted eighteen (18) sick days per year. Employees hired after March 23, 1989 shall be granted thirteen (13) sick days per year.

C. All Sick leave time will be based on a calendar year. Sick leave time will be credited in January and available for use at that time.

D. New hires will be credited a prorated amount of the thirteen days of sick leave time at the date of hire in their first year.

E. New employees hired on or before the fifteenth (15th) of the month, will be credited with an anniversary date as of the first of that month. New employees hired after the fifteenth (15th) day of the month will be credited with an anniversary date as of the first day of the next month. These dates will be used for the purpose of determining the prorated amount of sick time available in their first year.

F. All references to days in this Article shall be converted to equivalent hours. The hourly credit for these days will be calculated based on the appropriate days times the hours of a normal workday for that employees department.

G. 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.

H. 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.

I. 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 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) work days of continuous absence thereafter (this
J. 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 exception to this maximum amount is covered under Section M of this Article.

K. 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, however, under no circumstances will an employee be entitled to more than the equivalent of thirty-five (35) sick days of compensation.

L. 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.

M. 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

It is the understanding and policy of Essex County and CSEA to encourage every employee to recognize leave time as a negotiated benefit and to utilize such leave for the purpose for which it is intended. It is further understood that there may be circumstances in which an employee would require additional leave time to accommodate a serious illness or temporary disability. It is on this basis that an agreement has been reached to establish a Sick Leave Bank. Sick Leave Bank time cannot be used to supplement Workers Compensation except as provided below:

1. In the event a Workers Compensation Claim is controverted, the employee may request time from the bank until such time as a decision is reached regarding the controverted claim. If the controverted claim results in a back payment of sick time such payment shall be used to repay the Sick Leave Bank.

2. In the event an employee is determined to be able to do transitional duty to supplement their Workers Compensation Claim but the County is unable to find a transitional duty assignment, then the employee may apply to the Sick Leave Bank Committee for possible Sick Leave Bank time.

In the event of a catastrophic illness / injury to an employee's spouse or child, Sick Bank time may be requested by the employee for care of such spouse or child in an amount not to exceed forty five (45) days. Such request shall be made in accordance with the Administrative Procedures of the Sick Leave Bank as detailed below.

Administrative Procedures

1. The Sick Leave Bank shall be administered by the Personnel Director and the County Manager or their designees and two representatives designated by the CSEA Unit President. This group will become the Sick Leave Bank Committee (SLBC).

2. Each request for Sick Leave Bank time will be reviewed and a decision will be reached by a majority vote of the SLBC.
3. For the purpose of breaking a tie vote among the committee, a list of ten people will be created, five from the CSEA and five from the County. One member of the list of ten will be randomly selected by use of Random Ware software or other such similar computer random generation software program. This selected member will be the tie breaking vote within the committee.

4. The Committee's decision is final and is not subject to appeal or the grievance procedure.

5. The Committee will determine the number of days to be granted, not to exceed 25 workdays per request, or a total of 150 days per employee.

6. New employees with less than one year of service shall only be entitled to a maximum of twenty five (25) days.

7. Request to use Sick Leave Bank Time automatically allows the SLBC members to review the requesting employee's leave time record without further authorization.

8. The Committee shall meet within ten (10) working days from the receipt of the request in the Department of Personnel.

9. The employee and the Department Head shall be notified in writing within five (5) working days of the Committee's final determination.

Sick Leave Bank Time Procedures

1. The Sick Leave Bank is a mandatory participation program.

2. One day of sick leave time will be deducted from the employees total Sick Leave Accruals in January of each year and credited to the Sick Leave Bank, unless previously determined by the SLBC to be not necessary.

3. Current members of the Sick Leave Bank under the previous contract will not be required to contribute to the Sick Leave Bank in the first year (January 2004) of the new contract.

4. New employees hired before September 1st of the calendar year will contribute a prorated amount of hours based upon the number of months which they will be employed by Essex County prior to the start of the new year.

5. New employees hired after September 1st of the calendar year will be allowed to postpone their contribution until January of the following year.

6. Less than full time employees will be required to donate based upon a prorated amount of their percentage of a normal work day and/or weekly schedule.

7. The SLBC will meet in June of each year to determine if an additional canvas of time will be needed to supplement the bank for the remainder of the calendar year. No more than one additional canvas may be done within any calendar year.

8. Mandatory donation of time may not be necessary each year, the SLBC will meet no later than November of each year to review how much time is available in the Bank. If no donation is needed for the following year employees will be notified.

9. Employees have the option to donate some or all of their accumulated sick time to the Sick Leave Bank when they voluntarily leave the County after five (5) years of service.
10. Lost sick time due to the death of an employee will be applied to the Sick Leave Bank to help maintain a sick leave time balance.

Application Procedures:
1. All accrued leave credits, including sick, vacation and personal time must be depleted prior to using leave from the Sick Leave Bank.
2. Each request shall be made on a prescribed form (available thru the Personnel Office) with a Physician's Certification form (available thru the Personnel Office).
3. Approved sick leave will be applied only during a current or future payroll period. It shall not be applied retroactively if the payroll period is complete prior to the Committee's decision.
4. All documents shall be submitted first to the Department Head and then to the Personnel Office.

ARTICLE 9 - Bereavement Leave
A. Employees will be permitted to use a maximum of three (3) 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.
B. 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.
C. 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.
D. Employees will be permitted to use a maximum of two (2) work days for a death of the employee's grandmother, grandfather, grandchildren, aunt, uncle, niece, or nephew without loss of pay or deductions from other accumulated credits.
E. In the event a burial takes place at a later time, due to seasonal conditions, then the employee will be allowed to utilize the day(s) necessary for the burial at that time. The Department Head may request verification by way of obituary notice or other such acceptable proof of burial date.

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. The intent of the parties is to provide five (5) days of personal leave non-cumulative per year for
C. New hires shall receive two (2) days of personal leave in their first year, three (3) days in their second year and four (4) days in their third year. Thereafter they will receive five (5) days.

D. Personal leave time will be credited in January and available for use at that time. New hires will be credited their personal leave time at the date of hire in their first year.

E. All personal leave is non-cumulative.

F. Unused personal leave shall be credited to sick leave annually on December 31st.

G. All references to days in this Article shall be converted to equivalent hours. The hourly credit for these days will be calculated based on the appropriate days times the hours of a normal workday for that employees department.

ARTICLE 11 - Vacation

A. Employees shall be entitled to vacation time in accordance with the following categories:

Category One: Twenty (20) days per year.
Employees hired prior to January 1, 1999. Employees must have seven (7) complete years or more of service with the County.

Category Two: Eighteen (18) days per year.
Employees hired after January 1, 1999. Employees must have eight (8) complete years or more of service with the County.

Category Three: Fifteen (15) days per year.
Employees hired prior to January 1, 1999. Employees must have three (3) complete years or more but less than seven (7) complete years of service with the County.

Category Four: Twelve (12) days per year.
Employees hired prior to January 1, 1999. Employees must have less than three (3) complete years of service with the County.

Employees hired after January 1, 1999. Employees must have three (3) complete years or more but less than eight (8) complete years of service with the County.

Category Five: Nine (9) days per year.
Employees hired after January 1, 1999. Employees must have less than three (3) complete years of service with the County.

B. All vacation time will be based on a calendar year. Vacation time will be credited in January and available for use at that time.

C. If an employee is due to move to a category with a higher benefit level within the ensuring calendar year that employee will be given the credit for the higher category.

D. New hires will be credited a prorated amount of vacation time at the date of hire in their first year.

E. New employees hired on or before the fifteenth (15th) of the month, will be credited with an anniversary date as of the first of that month. New employees hired after the fifteenth (15th) day of the month will be credited with an anniversary date as of the first day of the next month. These
F. Employees shall be entitled to accrued vacation time up to a maximum of thirty (30) days.

G. An employee who has reached the maximum 30 days of accrual shall be entitled to his/her additional vacation credit for the upcoming calendar year as it is provided in January of each year. However, the employee must use the additional time above 30 days within that calendar year. The intent of the parties is that no employee will have more than 30 days of vacation on the books on December 31st of each calendar year. Any amount above 30 days on December 31st of each calendar year will be lost.

H. If an employee is in danger of exceeding the 30 days and his/her department head is unable or unwilling to schedule the time necessary to get below the 30 days, the employee may appeal to the County Manager to schedule the necessary time.

I. If an employee leaves the service of the County, either by voluntary resignation, retirement or in the event of death, said employee shall be entitled to receive a cash payment for any accrued vacation time provided that under no circumstances shall said time exceed thirty (30) days.

J. All references to days in this Article shall be converted to equivalent hours. The hourly credit for these days will be calculated based on the appropriate days times the hour of a normal workday for that employees department.

ARTICLE 12 - Holidays

A. Holidays shall be granted as follows:

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<th>Holiday</th>
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<td>New Year’s Day</td>
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<td>Christmas Day</td>
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<tr>
<td>Labor Day</td>
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<td>Floating Holiday</td>
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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 ½) 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
DEPARTMENT PROCEDURES

ARTICLE 13 - Hours of Work

A. Employees shall be required to work the work week 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. In the month of April the Civil Service Employees Association may request a meeting with their respective department head to request consideration of summer work hours.

C. Horace Nye Home the normal workday shall be based on eight (8) hours including a meal period.

D. Department of Public Works - the normal workday shall be based on eight (8) hours with a one-half (½) hour unpaid meal period. DPW clerical employees' workday shall be based on eight (8) hours with a one-half (½) hour unpaid meal period.

E. Public Health hours 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 for lunch.

F. Sheriff's Department for Corrections Officers and Deputy Sheriff's assigned to the Jail Schedule as follows:
   1. Instead of two 40 hour work weeks in a two week pay period, there shall be one work week of 36 hours followed by a 48 hour work week for a total of 84 hours in the new pay period; and
   2. The amount of overtime to be paid to such employees during such 84 hour pay period shall be 4 hours; and
   3. The shift for each day of the work week will be changed from 8 hours to 12 hours, and for purposes of accruing time and the use of accrued time a day shall be considered as 12 hours; and
   4. Such employees will receive 12 hours of compensatory time for holidays worked; and
   5. Such employees will have every other weekend off provided that adequate staffing is available.

G. 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
H. 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 in-service training on day(s) they are otherwise not required to work, shall be paid time and one-half (1 and ½) for the actual overtime work performed.

I. 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.

ARTICLE 14 - DPW & Building & Grounds Call-In Procedure

A. The parties acknowledge that in order for the effective and efficient operation of the DPW and the Buildings & Grounds Maintenance Division, the positions of Highway Equipment Operator, Motor Equipment Operator, Sign Maintenance Supervisor (one position), Highway Maintenance Supervisor (three positions), Laborer, Maintenance Mechanics, Maintenance Supervisor, Electrician, and Maintenance Persons, are positions which, by the nature of their duties in the DPW and Buildings & Grounds Maintenance Division, may require work outside the normal workday.

B. 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.

C. 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.

D. A premium pay plan will be implemented effective January 1, 2004 for the snow/ice season (between November 1 and April 15) in order to compensate employees of the DPW Highway Division and the Building & Grounds Maintenance Division as noted in A. above, for being available for call-in status during the snow/ice season and who respond to the seasonal call-in as follows:

1. 100% response $400.00
2. Not available only once $350.00
3. Not available only twice $300.00
4. Not available only three times $200.00

E. Payment will be the first non-payroll Friday in May of each year.

F. The Sign Maintenance Supervisor and Highway Maintenance Supervisors are on the DPW Superintendent's call in list on a year round basis. The county will compensate those employees in these positions $700 per annum. Said payment shall be made in the last non-payroll week in December.
ARTICLE 15 - Compensatory Time

A. Only those employees who are entitled to compensatory pay pursuant to the Fair Labor Standards Act shall be entitled to claim and receive such compensation.

B. The use of accrued compensatory time shall be scheduled at the mutual convenience of the employee and the Department Head.

C. The maximum amount of accrued compensatory time shall be capped at an hourly equivalent of 10 days based on the employees normal workday for the department, and any compensatory time that exceeds the 10 days shall be paid at the accrued earned rate. Such payment shall be made within two pay periods from the time determined to be due.

ARTICLE 16 - Horace Nye Hours of Work

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. The parties agree to the following exceptions as it relates to the expectation to work twenty six (26) weekends per calendar year;

1. Bereavement Leave.
2. Lost time due to work related injury. (Workers' Compensation)
3. Extended illness covering two consecutive weekends or sudden, unforeseen serious injury illness to the employee or a member of the employee’s immediate family resulting in hospitalization.

It is further understood that the affected employee shall work his/her normal shift on a make-up weekend unless operation needs dictate otherwise.

In the event of any of the above, the employee will notify the Administrator as soon as can be reasonably be expected.

Horace Nye will continue to allow employees to mutually swap weekends and may accrue additional weekend times by working weekends when staffing is short.

D. 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 this Agreement.

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) work week shall receive three-fifths (3/5) leave
Horace Nye Per Diem Work Rules
1. Employees who work 100% of their time as Per Diem employees are not part of the bargaining unit and therefore are not entitled to any benefits nor are they subject to the same conditions of employment as are those employees so covered by the Collective Bargaining Agreement. However, these employees shall be paid 10% above the starting rate for the appropriate position and grade.

2. Those regular employees as described in (F.), above, who work additional per diem hours shall be entitled to the 10% per diem rate for that time in which they are working those per diem hours. These employees are subject to the same conditions of employment as are all employee within the Collective Bargaining Agreement. Therefore, these employees once they are called in or scheduled for a per diem shift, shall be expected to comply with such request.

ARTICLE 17 - Sheriffs Department
A. Whenever possible a seventy-two (72) hour notice of shift change will be given to Sheriff's Department employees.

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

C. The shift differential for eligible employees in the Sheriff's Department shall be $.50 per hour.

D. 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.

E. Effective January 1, 2004 Deputy Sheriffs and Correction Officers shall be provided one additional shirt and one additional pair of pants to supplement the normal two (2) full uniforms provided to the employees.

F. The Sheriffs Department's Nurse position shall be reimbursed up to three hundred ($300.00) upon submission of a receipt for uniform allowance.

ARTICLE 18 - Clothing / Uniform Allowance
Public Works Department
Effective January 1, 2004, 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.

Horace Nye Home
Each year, all employees, other than clerical and administrative personnel, shall be reimbursed up to three hundred ($300.00) upon submission of a receipt. Such reimbursement will be made the pay period after the receipt was submitted.
Fish Hatchery
Each year, all employees, other than clerical and administrative personnel, shall be reimbursed up to two hundred ($200.00) upon submission of a receipt. Such reimbursement will be made the pay period after the receipt was submitted.

Clothing / Uniform Allowance Scheduled Increase
Effective January 1, 2006 an increase of twenty five ($25.00) dollars will be applied to all of the above departments uniform allowance.

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.

1. All allowances will be considered as income rather than expense reimbursement under IRS regulations.
2. Receipts for proper purchases will be submitted to the department head for final approval.
3. Clothing/Uniform items may include the following:
   b. DPW - steel toed safety boots, insulated underwear, jeans or Carhartt type clothing, heavy socks, heavy coats (work coats), orange tee shirts and flannel shirts.
   c. Fish Hatchery - work pants, work shirts, work coats or rain gear, thermal underwear, work socks and work boots.
4. Clothing/Uniform allowances must be work related and used for work purposes.
5. Receipts and Vouchers must be submitted to the department head and include the date purchased and where the purchase was made. With regard to meals, when actual receipts are not available, the employee will submit a signed, written verification to the department head regarding the expenditure. It will be the responsibility of each department head to validate receipts.

ARTICLE 19 - 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 20 - Layoff and Recall

Competitive Class Employees
Layoff and Recall of employees within the competitive class is governed by the "Essex County Rules for the Classified Civil Service - Rule 24 - Layoff of Competitive Class Employees", a copy of which is available in the Essex County Personnel Office.

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. In the event employees have the same hire date and seniority with Essex County, then the tie breaking procedure will be by use of the last four (4) digits of their respective social security numbers. Employees with the highest numerical value of the four digits will be laid off first, each additional layoff for tied employees will be in descending order of the four digits.

D. A laid off employee who refused 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.

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

CONTRACT RULES / PROCEDURES

ARTICLE 21 - 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.
ARTICLE 22 - Personnel File

A. 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. A copy of the same shall be provided to the employee.

B. The employee may submit a statement regarding said derogatory material and that statement shall be affixed to the material referenced above.

C. 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.

D. If any derogatory material originates from a source other than the affected employee’s Department Head, the Department Head will investigate to determine 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.

E. If no Warning Notice is placed in the employee’s file, after eighteen (18) months, the derogatory material, along with the Counseling Memorandum, must be removed upon request of the employee.

F. Such Counseling Memorandum as identified in (E.) above may be removed earlier than 18 months upon the request of the employee and with the approval of the Department Head.

ARTICLE 23 - Probationary / Permanent Employees

A. Except as herein otherwise provided, every permanent appointment from an open competitive list, and every original appointment to a position in the non-competitive, exempt or labor class shall be for a probationary term of not less than eight nor more than twenty-six weeks.

B. The probationary term for a Trainee position, in which an appointee is required to serve a specified training term, shall not be less than twelve nor more than fifty-two weeks.

C. The probationary term for Deputy Sheriff’s and Correction Officer positions shall be not less than twelve nor more than fifty-two weeks. The probationary term for Social Services Workers and Caseworkers shall not be less than eight weeks nor more than fifty-two weeks.

D. Every permanent appointment from a promotion eligible list shall be for a probationary period of twelve weeks. Upon written notice of the appointing authority the probationary period upon promotion may be waived and the appointee given a permanent appointment.

E. An appointment shall become permanent upon the retention of the probationer after his/her completion of the maximum period of probation or upon earlier written notice following completion of the minimum period of probation that his/her probationary term is successfully completed. A copy of such notice shall be sent to the Personnel Officer.

F. If the conduct or performance of a probationer is not satisfactory, his/her employment may be terminated at any time after the completion of the minimum period of probation, and or before completion of the maximum period of probation in the manner as prescribed in “Essex County Agreement by and Between CSEA and Essex County - Page 19
ARTICLE 24 - Seniority

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

B. An employee who is absent and off payroll continuously for more than one (1) year, the latest return to work date shall be the date utilized to determine all benefits under this agreement, including longevity payments, effective January 1, 2004.

C. 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 25 - 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.

ARTICLE 26 - Miscellaneous Provisions

Agreement Provision
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.

Supersede Provision
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.

Terms and Conditions Provision
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.

Contrary to Law Provision
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.

Legislative Action Provision
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.

Civil Service Examination Provision
Notices of Civil Service Examination for County employment shall be posted in all County Installations.
Out of Title / Temporary Position Provision
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.

Meal Allowance Provision
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.

Employee Assistance Program Provision
An employee assistance program shall be maintained, pursuant to the plan adopted by the labor/management committee.

Overtime Meal Allowance Provision
The County shall provide an overtime meal allowance to all employees in the Public Works Department and the Sheriff's 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.

Mileage Reimbursement Provision
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.

Prescription Safety Glasses
The County shall provide reimbursement up to a maximum of one hundred dollars ($100.00) toward the cost of Prescription Safety Glasses for those employees required to wear the same as per New York Public Employee Safety and Health program. Such reimbursement shall be provided every other year. If for safety reasons new glasses or a new prescription is needed prior to the end of the two year period then prior approval by the Department Head is necessary.

Use of Leave Time
Employees, with prior approval of their Department Heads, shall be permitted to use leave time in increments of no less than fifteen (15) minutes.

WORKERS INJURY / ILLNESS PROGRAMS

ARTICLE 27 - 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 (Quick Fax Report) with his department head immediately, or as soon as possible following said accident. Proper forms are available in the office of the head of departments.

B. Employees entitled to receive Worker's Compensation benefits may elect to use sick leave in lieu of the Worker's Compensation payment 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
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 at a 2/3 reimbursement rate or in an amount as determined by the Workers Compensation Board.

D. Should an employee be receiving Worker's Compensation for more than one (1) calendar month, then said employee will be contacted by the Personnel Office to arrange for installment payments for health insurance premiums or other employee paid benefit coverage, which may be required to maintain coverage.

ARTICLE 28 - New York State Disability Insurance

The County and the Association agree to provide a NYS Disability Insurance Plan based on the following;

A. Participation is mandatory for all County Employees.

B. Employees will be charged .60 cents per week, ($1.20 biweekly payroll deduction) as their share of the premium cost.

C. The County will pay the additional cost of the premium.

D. Disability Insurance provides for Short Term Disability payments for sickness or off the job injury and is based on the following;

1. 50% of weekly salary, rounded to the nearest $1, for a maximum benefit of $170.00 per week. Minimum benefit is $20.00 or average weekly earnings, if less than $170.00.
2. Benefits begin on the 8th day of injury and the 8th day of sickness.
3. Benefit period for both injury and sickness is limited to 26 weeks for any one period of disability during a period of 52 consecutive weeks.

E. If the employee chooses to use accumulated sick, personal or vacation time during the term of the disability claim then payment of the benefit will go directly to the county who upon the completion of the claim, will credit the employee's personal or vacation time in an amount equal to the percentage received in benefit payment, i.e. 10 days of personal or vacation time paid at 50% rate of salary will result in a 5 day return of personal or vacation time to the employee. New York State Disability Benefits Law does not permit the reimbursement of sick time.

F. If an employee is out of sick time the employee will be allowed to remain on county payroll during the term of the approved disability claim for the purpose of maintaining benefit levels, however only the disability benefit payment will be paid to the employee during this period.

G. The specific plan requirements as regulated by New York State Disability Benefits Law is available in the Essex County Personnel Office.

ARTICLE 29 - Transitional Duty Program

In the effort to create an environment that will facilitate employee recovery from injury or illness, and to improve operational efficiency of Essex County, a program of Transitional Duty has been established for Essex County Employees.

On a case-by-case basis, this program covers all Essex County personnel who sustain a work related disabling injury. Essex County will make temporary and reasonable accommodations which will enable the employee to gradually return to his/her position at full duty. Transitional Duty will never be offered as
This program may also apply voluntarily, on a case-by-case basis, to employees who have sustained disabling injury or illness from non-job related activity, if and when Transitional Duty tasks become available. Work-related injuries will receive priority if transitional duty work is limited. A complete copy of the Essex County Transitional Duty Program is available in the Essex County Personnel Office.

RETIREMENT BENEFITS

ARTICLE 30 - New York State Retirement

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

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

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.

ARTICLE 31 - Retirement Health Insurance

A. In order to be eligible for the benefit provided herein, the employee must have the following:

1. Ten (10) years of service as an employee of Essex County.
2. Be eligible for and activate his/her retirement benefit provided by the New York State Retirement System upon terminating service with the County.
3. A one year grace period will be provided for the employee to decide if he/she will or will not activate their New York State Retirement which would entitle them to the Retirement Health Insurance Benefit. Failure to activate the New York State Retirement within the one year grace period will relieve the County of the obligation to provide a Retirement Health Insurance Benefit.
4. The County will not be required to provide Health Insurance Coverage during the grace period, however the employee will be allowed to maintain coverage by paying the full cost of the County’s premium during the one year grace period.
5. Employee with twenty five (25) or more years of service shall be entitled to Retirement Health Insurance without the requirement of activating their New York State Retirement benefit as detailed in subsection two (2) above. Such employee shall be allowed to request coverage at the time they choose to activate their New York State Retirement benefit.

B. Except as provided below, employees who retire effective January 1, 2004 and during the term of this Agreement beyond January 1, 2004 will continue to pay the same dollar amount they were paying at the time of their retirement.

C. 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:

1. twenty-five (25) or more years of service, up to $10 per month;
2. twenty (20) or more years of service but less than 25, up to $15 per month;
3. fifteen (15) or more years of service but less than 20, up to $20 per month;
4. ten (10) or more years of service but less than 15, up to $25 per month;
5. less than ten (10) years of service, the County has no obligation to pay any portion of the health insurance premiums.

D. The County will be responsible for any premium costs that exceed the contributions spelled out in C. 1. through C. 4. above.

E. 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.

F. Should a retiree choose to switch health insurance plans after his/her date of retirement, said retiree's contribution toward premium payments shall be made in accordance with B. and C. above. Said employee's contribution shall be determined as if the employee were retiring at the time of this switch.

INSURANCE BENEFITS

ARTICLE 32 - Health Insurance Benefits

County Health Insurance Contribution Rate Formula
A. The County agreed under the January 1, 1999 thru December 31, 2003 contract to provide a contribution rate for Employees Health Insurance, this contribution formula will be continued thru the term of this contract. The formula is based upon the following:
1. The New York State Health Insurance Program's Empire Plan Core Plus Medical and Psychiatric Enhancements premium cost as of March 1, 1999 would serve as the base cost.
2. In all years following 1999 the County agreed to absorb up to 9% of any increase in premium per year based upon the rates established for this plan by the State of New York. Any amount of increase over 9% is a cost absorbed by the employees.
3. The additional 9% (or any amount less than 9%) in premium for the new year is then added to the previous years contribution rate to determine each year's new contribution rate.

County Health Insurance Details
B. 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.

C. 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.

D. 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.

E. In addition, the County shall provide the Blue Shield Of Northeastern New York Community Blue Plan 202 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 Community Blue plan rates equate to or exceed the Empire Plan rates, the same percentage as spelled out in B. and C., above shall apply to those affected employees covered by said plan.

F. 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.
G. The County may offer additional alternative Health Insurance Plans which the employees on a
volunteer basis can accept. If the alternative plans are lower in cost than the Empire Plan then an
appropriate incentive as detailed in Article 35 will be offered.

H. 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 are “grandfathered in” under the 1996-
1998 contract shall be covered by B., C., and E. above as if they were full workweek employees.

I. In the event that married couples are both employees of the County, then the County hereby
agrees to provide their Health Insurance plan premium free. Such provision shall not apply to the
Blue Shield PPO Plan.

J. The parties hereby agree to a re-opener regarding Article 32 subsection E, in the event the plan
or plans as identified in such section are no longer available as an option to the employees due to
conditions beyond the control of either party. Such re-opener shall occur no later than February
1st of the year immediately following the loss of such plan or plans, or not less than three months
from the loss of the plans whichever case being the least amount of time.

ARTICLE 33 - Drug Card Benefits

A. The County agrees to provide a self-insured prescription plan administered by Eckerd Drug, based
upon the following copays:

<table>
<thead>
<tr>
<th>Plan Type</th>
<th>30 Day Supply</th>
<th>90 Day Supply</th>
</tr>
</thead>
<tbody>
<tr>
<td>Retail Plan - Brand/Generic</td>
<td>$10.00</td>
<td>$15.00</td>
</tr>
<tr>
<td>Retail Plan - Preferred</td>
<td>$15.00</td>
<td>$20.00</td>
</tr>
<tr>
<td>Retail Plan - Non-Preferred</td>
<td>$30.00</td>
<td>$45.00</td>
</tr>
<tr>
<td>Mail Service - Brand/Generic</td>
<td>$15.00</td>
<td></td>
</tr>
<tr>
<td>Mail Service - Preferred</td>
<td>$20.00</td>
<td></td>
</tr>
<tr>
<td>Mail Service - Non-Preferred</td>
<td>$45.00</td>
<td></td>
</tr>
</tbody>
</table>

B. In the event the County chooses to move to an alternative Drug Card Plan, such plan shall be equal
to or greater than in coverage, including co-pays and all terms and conditions.

C. Any disagreement as to whether a new plan is comparable shall be subject to binding arbitration
per the contract grievance procedure.

ARTICLE 34 - Health Insurance Incentive

A. The County will make available a monetary incentive to employees who elect coverage under the
Blue Shield Of Northeastern New York Community Blue Plan 202 based upon the following:

1. The County agrees under Article 32 - Health Insurance Contribution Rate Formula,
   Subsection A., to provide a contribution rate based on the following;
   a). The County will cover up to 9% of any increase in premium above the previous
       year’s rate for the New York State Health Insurance Program’s Empire Plan Core
       Plus Medical and Psychiatric Enhancements Plan.
   b). The additional 9% in premium cost is then added to the County’s previous year’s
       contribution rate to arrive at the new year’s contribution rate.

Community Blue Family Plan Incentive

Step 1. The Family Plan Incentive is arrived at by taking the amount the County agrees to
Step 2. The cost of the Blue Shield Of Northeastern New York Community Blue Plan 202 Family plan premium or other such plan, subtracted from Step 1.

Step 3. One-Half of the difference which results from subtracting Step 2., from Step 1., is provided as the Family Plan incentive to the employee.

Community Blue Individual Plan Incentive

Step 1. The Individual Plan Incentive is based upon one-half of the Family Plan incentive.

B. 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.

C. 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.

D. If, over the term of the contract, the Community Blue plan rates equate to or exceed the Empire Plan rates then the incentives would no longer be available to the employees.

E. Incentive payments will be made the first non payroll Friday in December each year.

ARTICLE 35 - Health Insurance Buy Out

A. 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 of the rate of the Empire Plan, up to a maximum of $3000.00 subject to proportional calculation in the event the employee makes his/her election other than at the beginning of the County's fiscal year; or

B. Employees who are not currently covered but are eligible for health insurance coverage through the County, said employees will receive ½ 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.

D. 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.

E. If an employee who has elected the buy out 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.

ARTICLE 36 - National Health Insurance Plan

The Parties hereby agree to a re opener regarding Health Insurance Coverage in the event a National Health Insurance Plan is enacted by the Federal Government.

ARTICLE 37 - Voluntary Dental Program

The County agrees to provide a Voluntary Dental Program with premium costs of such plan to be paid by the Employees either as a pre tax or after tax payroll deduction. The County currently provides the
Guardian Dental Plan as the voluntary option for the employees. Details of the plan and the cost of premiums are available in the Essex County Personnel Office.

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

ARTICLE 38 - Cafeteria Plan

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

**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 deductions.

**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 $134.62/per pay period ($3500.00 annually).

**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.

WAGE INFORMATION

ARTICLE 39 - Wages

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

1) 2004 rate - increase all employees' hourly rate by 3.5% across the board.
2) 2005 rate - increase all employees' hourly rate by 3.5% across the board.
3) 2006 rate - increase all employees' hourly rate by 3.5% across the board.
4) 2007 rate - increase all employees' hourly rate by 3.5% across the board.
5) 2008 rate - increase all employees' hourly rate by 3.5% across the board.
6) The starting rate for each grade shall be increased by the same amounts listed herein.

B. In an effort to avoid split payroll calculations and for the purpose of arriving at full year, twenty six biweekly pay periods, the parties hereby agree to institute the agreed upon hourly rate increase starting December 27, 2003 and proceeding as identified in the table below.

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>Yearly Pay Period Start Date</th>
<th>Yearly Pay Period End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>2004</td>
<td>December 27, 2003</td>
<td>December 24, 2004</td>
</tr>
<tr>
<td>2005</td>
<td>December 25, 2004</td>
<td>December 23, 2005</td>
</tr>
<tr>
<td>2006</td>
<td>December 24, 2005</td>
<td>December 22, 2006</td>
</tr>
</tbody>
</table>

Agreement by and Between CSEA and Essex County - Page 27
ARTICLE 40 - Longevity

A. Longevity is an annual payment paid to employees based on completed years of service starting after five complete years of service for regular employees who work a full workweek. Such annual payment shall be paid to employees on the first non-payroll Friday in December of each year as follows:

1. Regular employees who work a full workweek shall be entitled to an annual longevity payment based on completed years of service as per the following table;

<table>
<thead>
<tr>
<th>Completed Years of Service</th>
<th>Amount of Payment</th>
<th>Completed Years of Service</th>
<th>Amount of Payment</th>
<th>Completed Years of Service</th>
<th>Amount of Payment</th>
<th>Completed Years of Service</th>
<th>Amount of Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>$200.00</td>
<td>10</td>
<td>$300.00</td>
<td>15</td>
<td>$600.00</td>
<td>20</td>
<td>$1,000.00</td>
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<tr>
<td>6</td>
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<td>11</td>
<td>$300.00</td>
<td>16</td>
<td>$600.00</td>
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<td>7</td>
<td>$200.00</td>
<td>12</td>
<td>$300.00</td>
<td>17</td>
<td>$600.00</td>
<td>22</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>8</td>
<td>$200.00</td>
<td>13</td>
<td>$300.00</td>
<td>18</td>
<td>$600.00</td>
<td>23</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>9</td>
<td>$200.00</td>
<td>14</td>
<td>$300.00</td>
<td>19</td>
<td>$600.00</td>
<td>24</td>
<td>$1,000.00</td>
</tr>
</tbody>
</table>

2. Employees who are entitled to longevity payments who voluntarily leave county service prior to completion of a full longevity year of service, shall be entitled to a pro rated amount of payment based on the number of months of service completed within that longevity year.

ARTICLE 41 - Overtime

A. Except for those employees at the Horace Nye Home, as defined in Article 16 subsection A., 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.

POSITION ASSIGNMENTS / CHANGES

ARTICLE 42 - New Appointees

A. 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.

ARTICLE 43 - Promotions

A. A promotion is a recognition that the employee has been successful in their current level of job responsibilities and deserves to advance to a higher position title with more responsibility in order to earn a higher rate of pay.

B. When an employee is promoted to a position title in a higher grade, said employee's rate of pay shall be increased to the starting rate of the higher grade.

C. If the approved starting rate of the higher grade is less than 3 1/2 % more then the employee's current rate of pay, then the increase in pay will be in an amount equal to 3 1/2 % above their current rate.
D. If the approved starting rate of the higher grade is less than what the employee currently earns, then the affected employee shall be entitled to an amount equal to 3 1/2 % above their current rate.

ARTICLE 44 - Reassignments

A. Reassignment is the movement of an employee from one position to another position within a department or division under the same appointing authority.

B. 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 starting hourly rate of the new position.

C. If the employee's hourly rate is below the approved starting hourly rate then that employee's hourly rate will be raised to the approved starting hourly rate for the position.

ARTICLE 45 - Demotion / Grade Change

A. When a provisional or probationary employee reverts to a lower graded position due to the inability of that employee to satisfy Civil Service testing or probationary requirements of their new position, then said employee's salary shall revert to the level it was paid at prior to their promotion to the higher grade. If necessary, an upward adjustment to their prior salary level will be made based on any percentage or contractual rate increases they would have received had they remained in the lower position.

B. If an employee accepts demotion to a lower graded position due to a disciplinary settlement then such employee shall be paid at the approved starting rate of the lower graded position.

C. If a grade change is made to a position title due to a wage rate survey or salary grade assessment, which results in a downward adjustment in the starting hourly rates of the position, then the employees in the position title at the date of enactment will be permitted to retain their current rate of pay.

D. If a grade change is made to a position title due to a wage rate survey or salary grade assessment, which results in an upward adjustment in the starting hourly rates of the position, then those employees whose current hourly rate at the date of enactment is lower then the new hourly rate will have their hourly rates adjusted upward to the new starting hourly rate.

E. If a grade change is made to a position title due to a wage rate survey or salary grade assessment, which results in an upward adjustment in the starting hourly rates of the position, then those employees whose current hourly rate at the date of enactment is higher then the new hourly rate then there will be no change to the hourly rate of those employees. However these employees will be entitled to any contractual agreed to increases as they are applied to all employees.

F. If an employee voluntarily requests a demotion to a lower graded position and the request is approved by the Appointing Authority and the Personnel Officer, then said employee shall be paid at the approved starting rate of the lower graded position.

G. If the voluntary demotion is two (2) grades or less in reduction, then the employee's hourly rate shall revert to the level paid prior to their promotion to the higher grade. If necessary, an upward adjustment to their prior salary level will be made based on any percentage or contractual rate increases they would have received had they remained in the lower position.

ARTICLE 46 - Transfers

A. Transfers are the movement of an employee from one department under one appointing authority
to another department under a different appointing authority.

B. A transfer must be approved by both Department Heads and the Personnel Officer.

C. An employee who transfers in the same position title from one department to another department shall be allowed to carry their current rate of pay even if their current rate of pay is above the starting rate for the new position of the same title.

D. MSD - 450 Employee Transfer Request Form will be used for the purposes of allowing a transfer to take place. MSD-450 requires the signatures of the Personnel Officer, the Appointing Authority from the position the employee is leaving, the Appointing Authority from the position the employee is entering, and the transferring employee.

E. If a current employee applies for and is offered appointment to a new position in a different title then that appointment shall be considered a new appointment and the terms of the new appointment section shall apply - the employee shall be paid the starting hourly rate for the new position’s approved grade level.

F. Employees who transfer shall serve a twelve (12) week probationary period and will return to his/her former department if transferee’s work is not satisfactory during such probationary period.

ARTICLE 47 - Desk Audits

A. Desk Audits are the process by which the Essex County Personnel Officer determines if an employee is being asked to perform duties which are appropriate for the Title and Classification of the position being held by that individual. Section 61 subsection 2., of the New York State Civil Service Law provides, in part, “that no person shall be appointed, promoted or employed under any title not appropriate to the duties to be performed”.

B. Desk Audits may result in one of three possible actions as follows:
   1. The work may be found to be appropriate for the position and no action needs to be taken.
   2. The work may be out of title and the employee may need to be moved to a different title, which in the competitive class may mean additional testing requirements. The movement of the employee may be in a higher, lower or equal grade level.
   3. The Appointing Authority may choose to adjust the work assignments to properly reflect the title which the employee holds.

C. If an employee feels a Desk Audit is appropriate the process to request the same is as follows:
   1. Request in writing directly to the Appointing Authority for a Desk Audit, with a copy of such letter to be sent directly to the Personnel Officer.
   2. Request in writing directly to the Personnel Officer for a Desk Audit, in this case the Personnel Officer will notify the Appointing Authority of such request.

D. A Desk Audit may also occur by request of the Appointing Authority directly to the Personnel Officer.

ARTICLE 48 - Part-Time Employment

A. 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 amount of time actually employed shall be paid, and at the minimum rate for the grade in which employed.
ARTICLE 49 - Shift Differentials

A. 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. The Sheriff's Department shall be a fifty (50) cent shift differential.

B. RN and LPN nurses employed in the Horace Nye Home who work either the 3 p.m. to 11 p.m. or the 11 p.m. to 7 a.m. shifts will be provided an additional one dollar and sixty cents ($1.60) above the normal forty (40) cent shift differential, provided the position the nurse holds is one that is also required for normal work hours.

ARTICLE 50 - On-Call Stipend

A. On-call pay for the HEAP position in the Social Services Department shall be (Holidays - $22.50, Weekends - $20.00, Weekday - $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.

ARTICLE 51 - Absence for Extraordinary Circumstances

A. In the event of adverse weather conditions that have impaired the use of or for other extraordinary circumstances, the Chairman of the Board or the Vice Chairman of the Board may at their discretion direct an employee, or group of employees either not to report to work, or to leave work. The employee(s) so directed shall be deemed to be absent with pay and shall not be charged for any time and leave credits due to such excused absence.

B. Any employee who is required to remain at work after the Chairman of the Board or the Vice Chairman of the Board has dictated that extraordinary circumstances exist for that particular geographic area, or location within Essex County, shall receive equivalent compensatory time off at straight time, hour for hour, as the employees who were sent home or directed not to work.

C. No employee who was previously scheduled off for vacation or reported sick, personal, etc. will be entitled to the additional time off provided for by this Section.

D. Any such release of employees directly or indirectly affected does not create any right to equivalent time off by any other employee or group of employees, not so released.

E. The existence of such extraordinary conditions during the employee's next regular workday, by itself, shall not automatically relieve the employee from work. It shall be the obligation of the employee to communicate with the employee's Department Head to ascertain whether or not the employee must report to work. Such communication by the employee shall be prior to the employee's normal starting time.

F. The Chairman of the Board or the Vice Chairman of the Board's discretion shall not be review able.

GRIEVANCE / ARBITRATION

ARTICLE 52 - 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 by 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

A. 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.

B. 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 arbitration.

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.

B. 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.

C. 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.

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

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

F. The cost for the arbitrator shall be shared equally by the parties.

G. 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.
TERM OF AGREEMENT

This contract shall be effective as of January 1, 2004 and shall continue in full force and effect until midnight December 31, 2008.

FOR CSEA:
Signatures by the Authorized Parties:
By: Michael McGinn

By: Jon Premo
CSEA Labor Relations Specialist

FOR THE COUNTY:
By: Dale French
Chairman, Board of Supervisors

ADDENDUM - A - CONTRIBUTION BASE RATE

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
   Individual    $261.18
   Family        $531.89
## GRADED POSITIONS TABLE

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<tr>
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<th>40 HOUR POSITION</th>
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</thead>
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<td>N/A</td>
</tr>
<tr>
<td>2</td>
<td>Student Trainee</td>
<td>Leisure Time Activities Aide</td>
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<td>Bus Driver</td>
<td></td>
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<tr>
<td>3</td>
<td>Records Retention Aide</td>
<td>Cleaner</td>
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<tr>
<td></td>
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<td>Cleaner/Laundry Worker</td>
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<td></td>
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<tr>
<td></td>
<td>Data Entry Machine Operator</td>
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<td></td>
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<td></td>
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</tr>
<tr>
<td></td>
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<td>6</td>
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</tr>
<tr>
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<td></td>
<td>Senior Typist</td>
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<td>7</td>
<td>Micro Computer Operator</td>
<td>Court Attendant/Detention Aide</td>
</tr>
<tr>
<td></td>
<td>Network Technician Trainee</td>
<td>Matron</td>
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<tr>
<td></td>
<td>Real Property Tax Services Aide</td>
<td>Nursing Assistant</td>
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<td>Receptionist</td>
<td>Nursing Assistant Trainee</td>
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<td>Senior Aging Services Aide</td>
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<td>Senior Recording Clerk</td>
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</tr>
<tr>
<td></td>
<td>Support Investigator</td>
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<td>8</td>
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<tr>
<td></td>
<td>Community Health Worker</td>
<td>Dietetic Technician</td>
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<tr>
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<td>Senior Account Clerk/Typist</td>
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<td>Senior Receptionist</td>
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<td>Senior Stenographer</td>
<td>Stockkeeper</td>
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<tr>
<td></td>
<td>Senior Typist/Receptionist</td>
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<tr>
<td></td>
<td>Social Services Worker</td>
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<td></td>
<td>Senior Youth Services Worker</td>
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<td>40 HOUR POSITION</td>
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<td>---------------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------------------</td>
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<td>9</td>
<td>Administrative Assistant&lt;br&gt;Assistant Motor Vehicle Supervisor&lt;br&gt;Data Collector&lt;br&gt;Real Property Tax Services Aide/Data Collect.&lt;br&gt;Principal Recording Clerk&lt;br&gt;Tax Map Technician</td>
<td>Auto Mechanic&lt;br&gt;Electrician&lt;br&gt;Leisure Time Activities Director&lt;br&gt;Sign Shop Worker</td>
</tr>
<tr>
<td>10</td>
<td>Computer Programmer/Specialist&lt;br&gt;Data Collector/Mass Appraiser&lt;br&gt;Juvenile Specialist&lt;br&gt;Probation Assistant&lt;br&gt;Social Services Investigator&lt;br&gt;Specialist, Services for Aging&lt;br&gt;WIC Nutrition Educator&lt;br&gt;Youth Project Coordinator</td>
<td>Construction Equipment Mechanic&lt;br&gt;Highway Equipment Operator&lt;br&gt;Welder</td>
</tr>
<tr>
<td>11</td>
<td>Handicapped Child Services Specialist&lt;br&gt;Managed Care Coordinator&lt;br&gt;Principal Account Clerk&lt;br&gt;Probation Officer Trainee&lt;br&gt;RN&lt;br&gt;Senior Computer Operator&lt;br&gt;Senior Social Services Worker&lt;br&gt;Senior Support Investigator&lt;br&gt;Senior RPTS Aide/Data Collector&lt;br&gt;Tax Map Technician I&lt;br&gt;WIC Program Nutritionist</td>
<td>Dietetic Service Supervisor&lt;br&gt;Maintenance Supervisor</td>
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<tr>
<td>12</td>
<td>Caseworker&lt;br&gt;Computer Programmer&lt;br&gt;Computer Programmer / Analyst&lt;br&gt;Network Technician&lt;br&gt;Social Worker&lt;br&gt;Junior Planner&lt;br&gt;Real Property Tax Specialist&lt;br&gt;Senior Data Collector/Mass Appraiser&lt;br&gt;Senior Tax Map Technician&lt;br&gt;Youth Program Coordinator</td>
<td>Fairgrounds Supervisor</td>
</tr>
<tr>
<td>13</td>
<td>Aids Educator&lt;br&gt;Coordinator of Child Support Enforcement&lt;br&gt;Probation Officer&lt;br&gt;Public Health Educator&lt;br&gt;Public Health Nurse&lt;br&gt;Security Officer I&lt;br&gt;Social Services Manager&lt;br&gt;Tax Map Technician II&lt;br&gt;WIC Program Coordinator</td>
<td>N/A</td>
</tr>
<tr>
<td>14</td>
<td>Associate Planner&lt;br&gt;Medical Services Specialist&lt;br&gt;Senior Caseworker&lt;br&gt;Staff Development Coordinator</td>
<td>Public Works Building &amp; Grounds Superv.&lt;br&gt;Public Works Maintenance Supervisor&lt;br&gt;Supervising Mechanic</td>
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<td>15</td>
<td>Case Supervisor Grade B&lt;br&gt;Children’s Services Supervisor&lt;br&gt;Psychiatric Social Worker&lt;br&gt;Senior Network Technician&lt;br&gt;Senior Probation Officer</td>
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<tr>
<td>GRADE</td>
<td>35 HOUR POSITION</td>
<td>40 HOUR POSITION</td>
</tr>
<tr>
<td>-------</td>
<td>-----------------</td>
<td>-----------------</td>
</tr>
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| 16    | Coordinator for Services of the Aging  
       Enhanced 911 Coordinator  
       Senior Computer Programmer / Analyst  
       HIV/AIDS Program Coordinator | N/A |
| 17    | Accountant  
       Fiscal Manager  
       DSS Fiscal Manager  
       Probation Supervisor | Detective  
       General Public Works Supervisor |
# 35 Hour Positions Salary Table

<table>
<thead>
<tr>
<th>35 Hour Grade Level</th>
<th>2003 Hourly Grade Rate (Previous Contract)</th>
<th>2004 Hourly Rate Increase 3.5%</th>
<th>2005 Hourly Rate Increase 3.5%</th>
<th>2006 Hourly Rate Increase 3.5%</th>
<th>2007 Hourly Rate Increase 3.5%</th>
<th>2008 Hourly Rate Increase 3.5%</th>
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<td>Grade 1</td>
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<td>$11.63</td>
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<td>$12.90</td>
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## 40 Hour Positions Salary Table

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<th>40 Hour Grade Level</th>
<th>2003 Hourly Rate (Previous Contract)</th>
<th>2004 Hourly Rate Increase 3.5%</th>
<th>2005 Hourly Rate Increase 3.5%</th>
<th>2006 Hourly Rate Increase 3.5%</th>
<th>2007 Hourly Rate Increase 3.5%</th>
<th>2008 Hourly Rate Increase 3.5%</th>
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<td>$9.00</td>
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## Ungraded Unit Positions Salary Table

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<th>Position</th>
<th>Hourly Level</th>
<th>2003 Hourly Grade Rate (Previous Contract)</th>
<th>2004 Hourly Rate Increase 3.5%</th>
<th>2005 Hourly Rate Increase 3.5%</th>
<th>2006 Hourly Rate Increase 3.5%</th>
<th>2007 Hourly Rate Increase 3.5%</th>
<th>2008 Hourly Rate Increase 3.5%</th>
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<tbody>
<tr>
<td>WIC Nutritionist</td>
<td>35</td>
<td>$17.51</td>
<td>$18.12</td>
<td>$18.76</td>
<td>$19.41</td>
<td>$20.09</td>
<td>$20.80</td>
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<tr>
<td>Registered Nurse</td>
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<td>$19.01</td>
<td>$19.68</td>
<td>$20.36</td>
<td>$21.08</td>
<td>$21.81</td>
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<tr>
<td>Public Health Nurse</td>
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<td>$21.94</td>
<td>$22.71</td>
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<tr>
<td>Home Health Aide Coordinator</td>
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<td>$15.96</td>
<td>$16.52</td>
<td>$17.10</td>
<td>$17.89</td>
<td>$18.31</td>
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<td>Supervising Public Health Nurse</td>
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<td>$22.41</td>
<td>$23.19</td>
<td>$24.01</td>
<td>$24.85</td>
<td>$25.72</td>
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<tr>
<td>Licenced Practical Nurse</td>
<td>40</td>
<td>$15.42</td>
<td>$15.96</td>
<td>$16.52</td>
<td>$17.10</td>
<td>$17.69</td>
<td>$18.31</td>
</tr>
<tr>
<td>Graduate Practical Nurse</td>
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<td>$15.42</td>
<td>$15.96</td>
<td>$16.52</td>
<td>$17.10</td>
<td>$17.89</td>
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<td>Sign Maintenance Supervisor</td>
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<td>$16.97</td>
<td>$17.56</td>
<td>$18.18</td>
<td>$18.81</td>
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<tr>
<td>Maintenance Supervisor/Housek.</td>
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<td>$17.63</td>
<td>$18.25</td>
<td>$18.89</td>
<td>$19.55</td>
<td>$20.23</td>
<td>$20.94</td>
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### Deputy Sheriff's Salary Scale

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<tr>
<th>Experience Level</th>
<th>Salary Code</th>
<th>Requirement</th>
<th>2003 Hourly Rate</th>
<th>2004 Hourly Rate 3.5%</th>
<th>2005 Hourly Rate 3.5%</th>
<th>2006 Hourly Rate 3.5%</th>
<th>2007 Hourly Rate 3.5%</th>
<th>2008 Hourly Rate 3.5%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td>DS-EL1</td>
<td>New Hires up to successful completion of the Training Academy.</td>
<td>$12.50</td>
<td>$12.94</td>
<td>$13.39</td>
<td>$13.86</td>
<td>$14.34</td>
<td>$14.85</td>
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<tr>
<td>Level 2</td>
<td>DS-EL2</td>
<td>After Graduation from Training Academy</td>
<td>$13.78</td>
<td>$14.26</td>
<td>$14.76</td>
<td>$15.28</td>
<td>$15.81</td>
<td>$16.37</td>
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<tr>
<td>Level 3</td>
<td>DS-EL3</td>
<td>Five Years experience in position after graduation from Training Academy</td>
<td>$14.47</td>
<td>$14.98</td>
<td>$15.50</td>
<td>$16.04</td>
<td>$16.60</td>
<td>$17.19</td>
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<tr>
<td>Level 4</td>
<td>DS-EL4</td>
<td>Ten Years experience in position after graduation from Training Academy</td>
<td>$15.19</td>
<td>$15.72</td>
<td>$16.27</td>
<td>$16.84</td>
<td>$17.43</td>
<td>$18.04</td>
</tr>
<tr>
<td>Level 5</td>
<td>DS-EL5</td>
<td>Fifteen Years or more experience in position after graduation from Training Academy</td>
<td>$15.80</td>
<td>$16.35</td>
<td>$16.93</td>
<td>$17.52</td>
<td>$18.13</td>
<td>$18.77</td>
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## Deputy Sheriff Sergeants

### Deputy Sheriff Sergeant's Salary Scale

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<th>Experience Level</th>
<th>Salary Code</th>
<th>Requirement</th>
<th>2003 Hourly Rate</th>
<th>2004 Hourly Rate</th>
<th>2005 Hourly Rate</th>
<th>2006 Hourly Rate</th>
<th>2007 Hourly Rate</th>
<th>2008 Hourly Rate</th>
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</thead>
<tbody>
<tr>
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<td>New permanent appointee to the position after successful completion of Civil Service testing requirements</td>
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<td>Level 2</td>
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<td>Five Years experience in position as a Deputy Sheriff Sergeant</td>
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<td>$17.34</td>
<td>$17.94</td>
<td>$18.57</td>
<td>$19.22</td>
<td>$19.89</td>
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<tr>
<td>Level 3</td>
<td>DSS-EL3</td>
<td>Ten Years experience in position as a Deputy Sheriff Sergeant</td>
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<td>$18.22</td>
<td>$18.85</td>
<td>$19.51</td>
<td>$20.20</td>
<td>$20.90</td>
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<tr>
<td>Level 4</td>
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<td>Fifteen Years or more experience in position as a Deputy Sheriff Sergeant</td>
<td>$18.13</td>
<td>$18.76</td>
<td>$19.42</td>
<td>$20.10</td>
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## Deputy Sheriff Lieutenants

### Deputy Sheriff Lieutenant's Salary Scale

<table>
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<tr>
<th>Experience Level</th>
<th>Salary Code</th>
<th>Requirement:</th>
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<th>2004 Hourly Rate 3.5%</th>
<th>2005 Hourly Rate 3.5%</th>
<th>2006 Hourly Rate 3.5%</th>
<th>2007 Hourly Rate 3.5%</th>
<th>2008 Hourly Rate 3.5%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td>DSL-EL1</td>
<td>New permanent appointee to the position after successful completion of Civil Service testing requirements</td>
<td>$18.48</td>
<td>$19.13</td>
<td>$19.80</td>
<td>$20.49</td>
<td>$21.21</td>
<td>$21.95</td>
</tr>
<tr>
<td>Level 2</td>
<td>DSL-EL2</td>
<td>Five Years experience in position as a Deputy Sheriff Lieutenant</td>
<td>$19.41</td>
<td>$20.09</td>
<td>$20.79</td>
<td>$21.52</td>
<td>$22.27</td>
<td>$23.05</td>
</tr>
<tr>
<td>Level 3</td>
<td>DSL-EL3</td>
<td>Ten Years experience in position as a Deputy Sheriff Lieutenant</td>
<td>$20.37</td>
<td>$21.08</td>
<td>$21.82</td>
<td>$22.58</td>
<td>$23.38</td>
<td>$24.19</td>
</tr>
</tbody>
</table>

Agreement by and Between CSEA and Essex County - Page 43
### Deputy Sheriff / Civil Officers

#### Deputy Sheriff / Civil Officer's Salary Scale

<table>
<thead>
<tr>
<th>Experience Level</th>
<th>Salary Code</th>
<th>Requirement</th>
<th>2003 Hourly Rate</th>
<th>2004 Hourly Rate</th>
<th>2005 Hourly Rate</th>
<th>2006 Hourly Rate</th>
<th>2007 Hourly Rate</th>
<th>2008 Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td>DSCO-EL1</td>
<td>New permanent appointee to the position after successful completion of Civil Service testing requirements</td>
<td>$13.59</td>
<td>$14.07</td>
<td>$14.56</td>
<td>$15.07</td>
<td>$15.59</td>
<td>$16.14</td>
</tr>
<tr>
<td>Level 2</td>
<td>DSCO-EL2</td>
<td>Five Years experience in position as a Civil Officer</td>
<td>$14.96</td>
<td>$15.48</td>
<td>$16.03</td>
<td>$16.59</td>
<td>$17.17</td>
<td>$17.77</td>
</tr>
<tr>
<td>Level 3</td>
<td>DSCO-EL3</td>
<td>Ten Years experience in position as a Civil Officer</td>
<td>$16.45</td>
<td>$17.03</td>
<td>$17.62</td>
<td>$18.24</td>
<td>$18.88</td>
<td>$19.54</td>
</tr>
<tr>
<td>Level 4</td>
<td>DSCO-EL4</td>
<td>Fifteen Years or more experience in position as a Civil Officer</td>
<td>$17.61</td>
<td>$18.23</td>
<td>$18.86</td>
<td>$19.52</td>
<td>$20.21</td>
<td>$20.92</td>
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</tbody>
</table>
## Corrections Officers

### Corrections Officer's Salary Scale

<table>
<thead>
<tr>
<th>Experience Level</th>
<th>Salary Code</th>
<th>Requirement</th>
<th>2003 Hourly Rate 3.5%</th>
<th>2004 Hourly Rate 3.5%</th>
<th>2005 Hourly Rate 3.5%</th>
<th>2006 Hourly Rate 3.5%</th>
<th>2007 Hourly Rate 3.5%</th>
<th>2008 Hourly Rate 3.5%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td>CO-EL1</td>
<td>New hires up to successful completion of the Training School.</td>
<td>$11.41</td>
<td>$11.81</td>
<td>$12.22</td>
<td>$12.65</td>
<td>$13.09</td>
<td>$13.55</td>
</tr>
<tr>
<td>Level 2</td>
<td>CO-EL2</td>
<td>After graduation from Training School</td>
<td>$11.98</td>
<td>$12.40</td>
<td>$12.83</td>
<td>$13.28</td>
<td>$13.75</td>
<td>$14.23</td>
</tr>
<tr>
<td>Level 3</td>
<td>CO-EL3</td>
<td>Four years experience in position after graduation from Training School</td>
<td>$12.58</td>
<td>$13.02</td>
<td>$13.48</td>
<td>$13.95</td>
<td>$14.44</td>
<td>$14.94</td>
</tr>
<tr>
<td>Level 4</td>
<td>CO-EL4</td>
<td>Eight years experience in position after graduation from Training School</td>
<td>$13.22</td>
<td>$13.68</td>
<td>$14.16</td>
<td>$14.66</td>
<td>$15.17</td>
<td>$15.70</td>
</tr>
<tr>
<td>Level 5</td>
<td>CO-EL5</td>
<td>Twelve years experience in position after graduation from Training School</td>
<td>$13.88</td>
<td>$14.37</td>
<td>$14.87</td>
<td>$15.39</td>
<td>$15.93</td>
<td>$16.49</td>
</tr>
<tr>
<td>Level 6</td>
<td>CO-EL6</td>
<td>Sixteen years or more experience in position after graduation from Training School</td>
<td>$14.58</td>
<td>$15.09</td>
<td>$15.62</td>
<td>$16.17</td>
<td>$16.73</td>
<td>$17.32</td>
</tr>
</tbody>
</table>