

# 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



*Contract Term*  
*January 1, 2013 - December 31, 2015*

Ratification Date: April 15, 2013

# Table of Contents

DEFINITIONS.....	<u>1</u>
CONTRACT ADMINISTRATION.....	<u>5</u>
<u>ARTICLE 1 - Recognition</u> .....	<u>5</u>
<u>ARTICLE 2 - Negotiations Procedures</u> .....	<u>6</u>
<u>ARTICLE 3 - Deductions</u> .....	<u>7</u>
<u>ARTICLE 4 - CSEA Privileges / Authorized Absence with Pay</u> .....	<u>7</u>
<u>ARTICLE 5 - Joint Committees</u> .....	<u>8</u>
A.    Labor/Management Committee.....	<u>8</u>
LEAVE BENEFITS.....	<u>9</u>
<u>ARTICLE 6 - Leave of Absence</u> .....	<u>9</u>
<u>ARTICLE 7 - Sick Leave</u> .....	<u>9</u>
<u>ARTICLE 8 - Sick Leave Bank</u> .....	<u>11</u>
A.    Statement of Policy.....	<u>11</u>
B.    Administrative Procedures.....	<u>12</u>
C.    Sick Leave Bank Time Procedures.....	<u>13</u>
D.    Application Procedures.....	<u>13</u>
<u>ARTICLE 9 - Bereavement Leave</u> .....	<u>14</u>
<u>ARTICLE 10 - Personal Leave</u> .....	<u>14</u>
<u>ARTICLE 11 - Vacation</u> .....	<u>15</u>
1.    Category One: Twenty (20) days per year.....	<u>15</u>
2.    Category Two: Eighteen (18) days per year.....	<u>15</u>
3.    Category Three: Fifteen (15) days per year.....	<u>16</u>
4.    Category Four: Twelve (12) days per year.....	<u>16</u>
5.    Category Five: Nine (9) days per year.....	<u>16</u>
<u>ARTICLE 12 - Holidays</u> .....	<u>17</u>
DEPARTMENT PROCEDURES.....	<u>20</u>

<u>ARTICLE 13 - Hours of Work</u> .....	<a href="#">20</a>
<u>ARTICLE 14 - DPW &amp; Building &amp; Grounds Call-In Procedure</u> .....	<a href="#">22</a>
<u>ARTICLE 15 - Compensatory Time</u> .....	<a href="#">23</a>
<u>ARTICLE 16 - Horace Nye Hours of Work</u> .....	<a href="#">23</a>
<u>ARTICLE 17 - Sheriffs Department</u> .....	<a href="#">25</a>
<u>ARTICLE 18 - Clothing / Uniform Allowance</u> .....	<a href="#">26</a>
Public Works Department.....	<a href="#">26</a>
Horace Nye Home. ....	<a href="#">27</a>
Fish Hatchery.....	<a href="#">27</a>
Sheriff's Department's Nurse. ....	<a href="#">27</a>
Requirements.....	<a href="#">27</a>
<u>ARTICLE 19 - Vacancies</u> .....	<a href="#">28</a>
<u>ARTICLE 20 - Layoff and Recall</u> .....	<a href="#">28</a>
Competitive Class Employees.....	<a href="#">28</a>
Non-Competitive and Labor Class Employees. ....	<a href="#">28</a>
 CONTRACT RULES / PROCEDURES .....	<a href="#">29</a>
<u>ARTICLE 21 - Management Rights Clause</u> .....	<a href="#">29</a>
<u>ARTICLE 22 - Personnel File</u> .....	<a href="#">29</a>
<u>ARTICLE 23 - Probationary / Permanent Employees</u> .....	<a href="#">30</a>
<u>ARTICLE 24 - Seniority</u> .....	<a href="#">31</a>
<u>ARTICLE 25 - County / CSEA Relations</u> .....	<a href="#">31</a>
<u>ARTICLE 26 - Miscellaneous Provisions</u> .....	<a href="#">31</a>
Agreement Provision. ....	<a href="#">31</a>
Supersede Provision.....	<a href="#">32</a>
Terms and Conditions Provision. ....	<a href="#">32</a>
Contrary to Law Provision. ....	<a href="#">32</a>
Legislative Action Provision.....	<a href="#">32</a>
Civil Service Examination Provision. ....	<a href="#">32</a>
Out of Title / Temporary Position Provision.....	<a href="#">32</a>
Meal Allowance Provision.....	<a href="#">33</a>
Overtime Meal Allowance Provision.....	<a href="#">33</a>
Mileage Reimbursement Provision. ....	<a href="#">33</a>

Employee Assistance Program Provision. ....	<a href="#">33</a>
Prescription Safety Glasses. ....	<a href="#">33</a>
Use of Leave Time.. ....	<a href="#">33</a>
 WORKERS INJURY / ILLNESS PROGRAMS. ....	 <a href="#">33</a>
<u>ARTICLE 27 - Worker's Compensation.</u> ....	<a href="#">33</a>
<u>ARTICLE 28 - New York State Disability Insurance.</u> ....	<a href="#">34</a>
<u>ARTICLE 29 - Transitional Duty Program.</u> .....	<a href="#">35</a>
 RETIREMENT BENEFITS. ....	 <a href="#">35</a>
<u>ARTICLE 30 - New York State Retirement.</u> ....	<a href="#">35</a>
<u>ARTICLE 31 - Retirement Health Insurance</u> .....	<a href="#">36</a>
 INSURANCE BENEFITS. ....	 <a href="#">37</a>
<u>ARTICLE 32 - Health Insurance Benefits.</u> .....	<a href="#">37</a>
<u>ARTICLE 33 - Drug Card Benefits.</u> .....	<a href="#">39</a>
<u>ARTICLE 34 - Premium Enhancement Programs .</u> ....	<a href="#">40</a>
<u>ARTICLE 35 - Health Insurance Buy Out.</u> .....	<a href="#">43</a>
<u>ARTICLE 36 - National Health Insurance Plan.</u> .....	<a href="#">43</a>
<u>ARTICLE 37 - Voluntary Dental Program.</u> .....	<a href="#">44</a>
<u>ARTICLE 38 - Cafeteria Plan.</u> ....	<a href="#">44</a>
 WAGE INFORMATION. ....	 <a href="#">45</a>
<u>ARTICLE 39 - Wages.</u> .....	<a href="#">45</a>
<u>ARTICLE 40 - Longevity.</u> .....	<a href="#">45</a>
<u>ARTICLE 41 - Overtime.</u> ....	<a href="#">46</a>
 POSITION ASSIGNMENTS / CHANGES. ....	 <a href="#">46</a>
<u>ARTICLE 42 - New Appointees.</u> .....	<a href="#">46</a>
<u>ARTICLE 43 - Promotions.</u> ....	<a href="#">47</a>
<u>ARTICLE 44 - Reassignments.</u> ....	<a href="#">47</a>
<u>ARTICLE 45 - Demotion / Grade Change.</u> .....	<a href="#">47</a>
<u>ARTICLE 46 - Transfers.</u> ....	<a href="#">48</a>

<u>ARTICLE 47 - Desk Audits</u> .....	<u>49</u>
<u>ARTICLE 48 - Part-Time Employment</u> .....	<u>50</u>
<u>ARTICLE 49 - Shift Differentials</u> .....	<u>50</u>
<u>ARTICLE 50 - On-Call Stipend</u> .....	<u>50</u>
<u>ARTICLE 51 - Absence for Extraordinary Circumstances</u> .....	<u>50</u>
GRIEVANCE / ARBITRATION.....	<u>51</u>
<u>ARTICLE 52 - Grievance Procedure</u> .....	<u>51</u>
Section 1. Purpose . . . . .	<u>51</u>
Section 2. Definitions.....	<u>52</u>
Section 3. Declaration of Basic Principles.....	<u>52</u>
Section 4. Contract Grievance . . . . .	<u>53</u>
Section 5. Disciplinary Arbitration.....	<u>55</u>
Section 6. Misc. Items applicable to Contract & Disciplinary Grievances. . . . .	<u>56</u>
TERM OF AGREEMENT.....	<u>57</u>
ADDENDUM - A - POSITION GRADES. . . . .	<u>58</u>
ADDENDUM - B - SALARY TABLES.....	<u>63</u>
<u>35 Hour Positions Salary Table - Hired PRIOR to January 1, 2009</u> .....	<u>63</u>
<u>40 Hour Positions Salary Table - Hired PRIOR to January 1, 2009</u> .....	<u>64</u>
<u>35 Hour Positions Salary Table - Hired AFTER January 1, 2009 (10% less than hired</u> <u>PRIOR to 1/1/2009)</u> .....	<u>65</u>
<u>40 Hour Positions Salary Table - Hired AFTER January 1, 2009 (10% less than hired</u> <u>PRIOR to 1/1/2009)</u> .....	<u>66</u>
<u>Ungraded Unit Positions Salary Table - Hired PRIOR to January 1, 2009</u> .....	<u>67</u>
<u>Ungraded Unit Positions Salary Table - Hired AFTER January 1, 2009 (10% less than</u> <u>hired PRIOR to 1/1/2009)</u> .....	<u>68</u>
<u>Sheriff's Department Salary Tables - Hired PRIOR to January 1, 2009</u> .....	<u>69</u>
Deputy Sheriffs Table.....	<u>69</u>
<u>Sheriff's Department Salary Tables - Hired AFTER January 1, 2009 (10% less than hired</u> <u>PRIOR to 1/1/2009)</u> .....	<u>70</u>

Deputy Sheriffs Table.....	<a href="#">70</a>
<u>Sheriff's Department Salary Tables - Hired PRIOR to January 1, 2009.</u> .....	<a href="#">71</a>
Deputy Sheriff Sergeant Tables.....	<a href="#">71</a>
<u>Sheriff's Department Salary Tables - Hired AFTER January 1, 2009 (10% less than hired</u>	
<u>PRIOR to 1/1/2009).</u> .....	<a href="#">72</a>
Deputy Sheriff Sargent Tables. ....	<a href="#">72</a>
<u>Sheriff's Department Salary Tables - Hired PRIOR to January 1, 2009.</u> .....	<a href="#">73</a>
Deputy Sheriff Lieutenants Table.....	<a href="#">73</a>
<u>Sheriff's Department Salary Tables - Hired AFTER January 1, 2009 (10% less than hired</u>	
<u>PRIOR to 1/1/2009).</u> .....	<a href="#">74</a>
Deputy Sheriff Lieutenants Table.....	<a href="#">74</a>
<u>Sheriff's Department Salary Tables - Hired PRIOR to January 1, 2009.</u> .....	<a href="#">75</a>
Deputy Sheriff/Civil Officers Table.....	<a href="#">75</a>
<u>Sheriff's Department Salary Tables - Hired AFTER January 1, 2009 (10% less than hired</u>	
<u>PRIOR to 1/1/2009).</u> .....	<a href="#">76</a>
Deputy Sheriff / Civil Officer Table.....	<a href="#">76</a>
<u>Sheriff's Department Salary Tables - Hired PRIOR to January 1, 2009.</u> .....	<a href="#">77</a>
Correction Officers Table.....	<a href="#">77</a>
<u>Sheriff's Department Salary Tables - Hired AFTER January 1, 2009 (10% less than hired</u>	
<u>PRIOR to 1/1/2009).</u> .....	<a href="#">78</a>
Correction Officers Tables.....	<a href="#">78</a>
<u>Sheriff's Department Salary Tables - Hired PRIOR to January 1, 2009.</u> .....	<a href="#">79</a>
Correction Sergeant Tables .....	<a href="#">79</a>
<u>Sheriff's Department Salary Tables - Hired AFTER January 1, 2009 (10% less than hired</u>	
<u>PRIOR to 1/1/2009).</u> .....	<a href="#">80</a>
Correction Sergeant Tables. ....	<a href="#">80</a>

# DEFINITIONS

Accrual(s)	☞ Sums which have been accumulated in a regularly recurring period, for the purposes of this agreement a regularly recurring period is defined as a calendar year and represent 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.
Agreement	☞ Shall mean the express written provisions of this contract only.
Anniversary Date	☞ Shall mean the date the employee becomes eligible for benefits as defined within the contract. Anniversary Date can be referred to as Benefit Date. Anniversary or Benefit Date differs from Hire Date in those cases when an employee is hired as a Part Time Employee without benefits. Anniversary or Benefits dates are adjusted for unpaid time off the payroll in such cases when an employee is removed from the payroll for any reason.
Appropriate Legislative Body	☞ Shall mean, for purpose of Article 14 of the New York State Civil Service Law, the Essex County Board of Supervisors.
Arbitrary and Capricious	☞ Absence of a rational connection between the facts found and the choice made.
Association Representative	☞ Shall mean the CSEA Unit President or his/her designee.
Association	☞ Shall mean the Civil Service Employees Association, Inc.
Cafeteria Plan	☞ Within certain Internal Revenue Services (IRS) statutory constraints, a cafeteria plan allows an employee to divert salary to employee benefits on a pre-tax basis. Details of the County's Cafeteria Plan is available in the Personnel Office.
Call In Seasonal	☞ Shall mean the procedure used for calling in employees outside the normal work hours with such call-in limited to a particular season such as winter for the DPW department.
Call In	☞ Shall mean the procedure used for calling in employees outside the normal work hours.
Catastrophic /Serious Temporary Disability	☞ For the purposes of this agreement shall mean an illness or injury resulting in a medical condition for which a physician has certified that the condition is likely to result in a loss of two weeks or more of work days during a 12 month period.
Continuous Service	☞ Period during which an employee is continuously employed by the same employer, in this case Essex County.
Controverted Claim	☞ For the purposes of this agreement, a controverted claim is any work related injury claim whereby the County or its program administrators determine and officially notify the Workers Compensation Board that it does not agree to such injury claim.

County	☞ As used in the Agreement, shall mean the Employer.
County Manager/ Administrator	☞ Shall be the highest level staff manager employed by the County. If the position is not filled, the words "Chairperson of the County or his/her designee" shall be substituted for the words "County Manager/Administrator" wherever used in this Agreement.
Day(s)	☞ Shall mean calendar day(s) unless otherwise specified.
Desk Audit	☞ 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.
Emergency	☞ Shall mean a sudden, unforeseen occurrence.
Employee	☞ Shall mean employee(s) in the bargaining unit and shall be defined as follows:  Full Time - Those employees hired on a permanent basis who work the full schedule of regular hours as defined for the department within Article 13 - Hours of Work. Under no circumstance will Full Time be considered less than thirty five (35) hours. Such employees shall be entitled to full time benefits, unless otherwise identified within this contract.  Part Time With Benefits - Those employees hired on a permanent basis who work twenty (20) hours or more per week. Such employees shall be entitled to Individual Health Insurance Coverage at the applicable rates as defined within Article 32 - Health Insurance. All other benefits provide for employees within their particular departments shall be prorated based upon the appropriate percentage of time they work of the Departments Hours as defined within Article 13 - Hours of Work.  Part Time Without Benefits - Those employees hired on a permanent basis who work less than twenty (20) hours per week. Such employees shall not be entitled to benefits but shall be considered bargaining unit employees.  Per Diem - Those employees hired on an "as needed" basis and works intermittently. Such employees shall not be entitled to benefits and are not part of the Bargaining Unit.
Employer	☞ Shall mean Essex County.
Equivalent Hours	☞ Number of hours equal to the standard workday, calculated based on the appropriate days times the hours of a such standard workday for that employees department.
Equivalent Hours	☞ 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.
Fair Labor Standards Act	☞ A federal law that guarantees a worker's right to be paid fairly. The FLSA defines the 40-hour workweek, sets out the federal minimum wage, states requirements for overtime and places restrictions on child labor.



False Pretenses	☞	Representation of some fact or circumstance which is not true and is calculated to mislead.
Hire Date	☞	The date the employee is actually hired regardless of any benefit entitlements.
Holiday(s)	☞	Shall mean only those holidays specifically identified in this Agreement.
Immediate Family	☞	Shall mean father, mother, sister, brother, son, daughter, mother-in-law or father-in-law, sister in law, brother in law of present marriage, spouse residing in employee's household, step-parents, and step-children.
Just Cause	☞	A standard or test often applied to determine the appropriateness of disciplinary action. The factors that may be considered in determining just cause include but are not limited to: <ul style="list-style-type: none"> <li>(1) Forewarning;</li> <li>(2) Reasonableness of the rule or standard that was violated;</li> <li>(3) The presence of a supervisory or other type of investigation to verify employee culpability and the circumstances of the violation;</li> <li>(4) Establishment of proof at a level consistent with the disciplinary action being taken;</li> <li>(5) Prior consistent enforcement of the rule or standard that has been violated;</li> <li>(6) Disciplinary action proportional to the offense.</li> </ul>
Longevity	☞	Shall mean payments made over and above an employee's regular hourly rate of pay based on years of service with the County.
Maternity Disability	☞	Maternity related disabilities are treated as any other illness. You are disabled when your physician and/or the County's Disability Insurance Carrier determines that due to your sickness or injury, you are unable to perform the material and substantial duties of your regular duty assignments.
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.
Patient Related Services	☞	Shall mean those services which are delivered directly to the patient such as direct nursing care, or direct certified nursing assistant care, and shall not mean such auxiliary functions such as kitchen and laundry services.
Per Diem	☞	Shall mean a person who is not scheduled to work as a regular employee but works intermittently on an "as needed" basis.

Promotion	☞ Shall mean 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 New York State and Local Civil Service Rules.
Ratification	☞ A process of examination and approval by the appropriate parties, in this case the Board of Supervisors and the Union membership, which must be concluded before the agreement can take effect.
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.
Release Time Report	☞ A specific report detailing the time, date and specific issue a Union official has been engaged in and released from County work with Department Head approval.
Section 77-b of the General Municipal Law	☞ Allows the governing board of municipalities to authorize any officer or employee to attend a convention, conference or school conducted for the betterment of such municipality
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.
Subpoena or Court Order	☞ Judicial process commanding a person to appear
Supersede	☞ Shall mean take the place of or supplant.
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.

Transitional Duty	☞ Is defined as when the County makes 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 a permanent alternative to regular duty.
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 (other than those employee working in Information Systems), employees of the Clerk of the Board, per diems-and the following confidential and managerial positions:

Administrative Assistant (Mental Health)	Director of Community Affairs
	Director of Patient Services
Assistant Civil Engineer	Director of Nursing
Assistant Director of Nursing	Deputy Director of Emergency Services
Enhanced 911 Coordinator	Payroll Specialist
Assistant Director of Community Mental Health Services	Director of Public Health
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
Deputy Information Systems Director	Head Social Welfare Examiner
Director of Staff and Organizational Development	

- 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 Parties shall notify each other prior to the commencement of negotiations the names of the members of their respective negotiating teams. Neither team shall name more than 10 members (not counting the chief negotiators) to their respective team. The parties may appoint alternate members to fill any potential vacancies during the term of the negotiations, and shall provide the list of alternates at the same time as the team members are provided. The Parties shall always be represented by at least three (3) members of their team at the negotiating table in order for a negotiation session to be considered valid.
- D. The Parties shall begin negotiating a successor agreement no later than June 1st of

the last year of the Agreement. In the event the Parties desire to negotiate a successor agreement prior to the June 1<sup>st</sup> date, then written notifications must be provided to the County Manager and the Unit President by the respective parties indicating the desire to begin negotiations earlier than the required date.

### **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 (1<sup>st</sup>) 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 ten (10) 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.
  6. The Unit President when engaging in departmental administration of the Collecting Bargaining Agreement will provide the County Labor/Management Committee with a release time report on a quarterly basis of such activity.
- E. The CSEA Unit President or his designee shall be permitted up to a maximum of four (4) hours per month without loss of pay or other benefits to conduct CSEA business. This four (4) hours will be designated as the same day as the monthly labor-management meetings and will be in addition to time spent at such meetings.

## **ARTICLE 5 - Joint Committees**

### **A. Labor/Management Committee**

1. 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.
2. Nothing contained herein shall prevent the Labor/Management Committee from meeting more often by mutual consent. Additionally the Labor/Management Committee may by mutual agreement create other such Committees for the purposes of addressing specific issues related to Health, Life and Safety.

# 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 / Administrator upon the written request of the employee with 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 / Administrator 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. 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 (15<sup>th</sup>) of the month, will be credited with an anniversary date as of the first of that month. New employees hired after the fifteenth (15<sup>th</sup>) 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 requirement is waived when an employee is confined to a hospital). Such certificate shall state the nature of the illness or disability and the expected date of return to work.
- J. Employees shall be entitled to accumulate up to a maximum of the equivalent hours for two hundred forty five (245) days of sick leave. For those employees who have accumulated more than the equivalent hours of two hundred forty five (245) 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 forty five (245) 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 payment of more than the equivalent of thirty-five (35) sick days of compensation, under this section.
- 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 forty five (245) sick days accumulated.

## **ARTICLE 8 - Sick Leave Bank**

### **A. Statement of Policy**

1. 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 catastrophic illness or serious temporary disability, extending beyond two weeks in duration. Such two weeks duration need not be on a continuous basis, but rather may be on an as needed basis for treatments such as Chemotherapy for cancer or other such catastrophic illness or injury. It is on this basis that an agreement has been reached to establish a Sick Leave Bank.
2. Sick Leave Bank time cannot be used to supplement Workers Compensation except as provided below;
  - a). 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.
  - b). 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.

3. In the event of a catastrophic illness / injury or serious temporary disability 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.

**B. 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 50 workdays per request, or a total of 150 lifetime 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.

**C. 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. New employees hired before September 1<sup>st</sup> 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.
4. New employees hired after September 1<sup>st</sup> of the calendar year will be allowed to postpone their contribution until January of the following year.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.

**D. Application Procedures:**

1. All accrued leave credits, including sick, vacation and personal time must be depleted prior to approval of leave from the Sick Leave Bank. Employees are encouraged to make application prior to such depletion of time if it is anticipated that the need for time will become necessary.
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) days per death in the immediate family without loss of pay or deduction from any other accumulated credits. Use of such days shall be subject to approval of the Department Head based upon funeral arrangements as appropriate.
- 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 such 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, brother-in-law, sister-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, subject to approval of the Department Head. The Department Head may request verification by way of obituary notice or other such acceptable proof of burial date.
- F. Use of additional personal and/or vacation time may be requested by the employee in the event of unusual circumstances related to a death in the family as identified above, such use of the employee's own time shall not be unreasonably denied by the Department Head, provided the employee provides a reasonable explanation of such request.

## **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.

- B. 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. Such request for Personal leave will not be denied solely because it may create an overtime situation within the department.
- C. 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 a personal emergency.
- D. The intent of the parties is to provide five (5) days of personal leave non-cumulative per year for employees after their third year of service.
- E. New hires shall receive two (2) days of personal leave in their first year, such two (2) days shall be prorated based upon the date of hire within the first year, three (3) days in their second year and four (4) days in their third year. Thereafter they will receive five (5) days.
- F. Personal leave time will be credited in January and available for use at that time.
- G. All personal leave is non-cumulative.
- H. Unused personal leave shall be credited to sick leave annually on December 31<sup>st</sup>.
- I. 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:
  - 1. **Category One: Twenty (20) days per year.**
    - a). Employees hired prior to January 1, 1999
  - 2. **Category Two: Eighteen (18) days per year.**
    - a). Employees hired after January 1, 1999, and have at least eight (8) complete years or more of service with the County.

3. **Category Three: Fifteen (15) days per year.**
    - a). Employees hired after January 1,1999, and have at least five (5) complete years or more but less than eight (8) complete years of service with the County.
  4. **Category Four: Twelve (12) days per year.**
    - a). Employees hired after January 1,1999, and have at least three (3) complete years or more but less than five (5) complete years of service with the County.
  5. **Category Five: Nine (9) days per year.**
    - a). Employees hired after January 1,1999, with 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 based upon the date of hire in their first year.
- E. New employees hired on or before the fifteenth (15<sup>th</sup>) of the month, will be credited with an anniversary date as of the first of that month. New employees hired after the fifteenth (15<sup>th</sup>) 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 vacation time available in their first year.
- 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 31<sup>st</sup> of each calendar year. Any amount above 30 days on December 31<sup>st</sup> 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 in writing to the County Manager / Administrator to

schedule the necessary time off to reduce or remove the amount of time above the 30 days.

- 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 earned and retained in the previous calendar year, plus a prorated amount of time for the current calendar year based upon the date the employee leaves service, provided that under no circumstances shall said time exceed thirty (30) days.
- J. Employees requesting the use of vacation time which equals or exceeds five (5) consecutive days in length, shall be notified by the Department Head of the approval or disapproval of such request within five (5) business days. All other request for use of vacation time in increments less than five (5) days shall be processed by the Department Head in a timely fashion.
- K. 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 employee's department.

**ARTICLE 12 - Holidays**

- A. Holidays shall be granted as follows:

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

- B. Holiday Benefits defined for employees working a Standard Work Week defined as Monday thru Friday shall be based upon the following conditions:
  - 1. For all holidays, other than Thanksgiving, Christmas and New Year's Day such employees shall be entitled to the following benefits;
    - a.) Equivalent comp time for all hours worked on the holiday, or for all hours worked on the day designated as the holiday.

- b.) Shall be paid at their normal hourly rate for all hours worked on the holiday or such designated holiday.
2. For Thanksgiving, Christmas and New Year's Day such employees shall be entitled to the following benefits;
- a.) Equivalent comp time for all hours worked on the holiday, or for all hours worked on the day designated as the holiday.
  - b.) Shall be paid one and one half (1 ½) times their normal hourly rate for all hours worked on such holidays or such designated holiday.
- C. Holiday Benefits defined for employees working a Non Standard Work Week such as the twenty four hour departments or other such shift work departments, shall be based upon the following conditions:
1. For all holidays, other than Thanksgiving, Christmas and New Year's Day such employees shall be entitled to the following benefits;
- a.) Equivalent comp time for all hours worked on the holiday, or for all hours worked on the day designated as the holiday.
  - b.) Shall be paid at their normal hourly rate for all hours worked on the holiday or such designated holiday.
  - c.) Should an employee be scheduled to work on the holiday(s) as identified above and also be scheduled to work on the day designated as the holiday the following would apply;
    - i.) The designated day would be treated as a comp day and the employee shall be paid at their normal hourly rate for all hours worked on such designated day.
    - ii.) The holiday would be treated as a normal day because the designated day becomes the holiday for the purposes of this benefit, therefore the employee shall be paid their normal hourly rate for all hours worked on such holiday.
    - iii.) If such double schedule results in the hours the employee actually works within a work week exceeding the requirement for overtime based upon the Fair Labor Standards Rules or other such condition agreed to within this contract, then the employee must be paid overtime for those hours actually worked over the limits.



2. For Thanksgiving, Christmas and New Year's Day such employees shall be entitled to the following benefits;
    - a.) Equivalent comp time for all hours worked on the holiday, or for all hours worked on the day designated as the holiday.
    - b.) Shall be paid one and one half (1 ½) times their normal hourly rate for all hours worked on such holidays or such designated holiday.
    - c.) Should an employee be scheduled to work on the holiday(s) as identified above and also be scheduled to work on the day designated as the holiday the following would apply;
      - i.) The designated day would be treated as a comp day and the employee shall be paid at their normal hourly rate for all hours worked on such designated day.
      - ii.) The holiday would be treated as an overtime day, and the employee shall be paid at one and one half (1 ½) their normal hourly rate for all hours worked on such holiday.
      - iii.) If such double schedule results in the hours the employee actually works within a work week exceeding the requirement for overtime based upon the Fair Labor Standards Act or other such conditions agreed to within this contract, then the employee must be paid overtime for those hours actually worked over the limits.
  3. Should a holiday or the day designated as the holiday fall outside of the employees normal schedule, the employee shall still be entitled to appropriate comp time for the holiday.
- D. 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.
- E. 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.
- F. Should an employee be required to work on either Fathers' Day or Mothers' Day, then said employee shall be entitled to time and one-half for those hours worked for the day he/she worked. This provision shall apply to either Fathers' Day or Mothers' Day (at the employee's option), but not both.

- G. For employees defined as Part Time With Benefits, such benefits as detailed above will be provided prorated based upon the appropriate percentage of time they work of the Departments Hours as defined within Article 13 - Hours of Work.
- H. Whenever a schedule change results in a 10 or 12 hour work day any such holiday will be adjusted to reflect the same.

## DEPARTMENT PROCEDURES

### ARTICLE 13 - Hours of Work

- A. Employees shall be required to work the work week as listed in the table below. The schedule for all departments shall be standardized to Saturday thru Friday. If necessary the use of comp time will be used to accomplish the standardization of the schedule as it relates to moving current employees to a Saturday thru Friday schedule.

Department	Hours	Lunch Period	Department	Hours	Lunch Period
Aging	7	One Hour Un-Paid	Motor Vehicles	7	One Hour Un-Paid
County Clerk	7	One Hour Un-Paid	Planning	7	One Hour Un-Paid
District Attorney	7	One Hour Un-Paid	Probation	8	One Half Un-Paid
DPW / Highway	8	One Half Un-Paid	Public Health	7.5	One Half Un-Paid
Emergency Services	8	One Half Un-Paid	Real Property	7	One Hour Un-Paid
E911 Dispatchers	Varies	See Schedule Below	Sheriff	Varies	See Schedule Below
Fisheries	8	One Half Un-Paid	Social Services	7	One Hour Un-Paid
Horace Nye	8	One Half Paid	Transportation	7	One Hour Un-Paid
Information Systems	8	One-Half Un-Paid	Treasurer	7	One Hour Un-Paid
Mental Health	7	One Hour Un-Paid	Youth Bureau	7	One Hour Un-Paid

- B. Departments who work shift work may continue such practice. With the approval of the County Manager / Administrator, a Department Head may establish flexible starting and stopping times for his/her department.
- C. Prior to the implementation of a change in the starting and stopping times of a department, the Association shall be notified, and the Department Head and the CSEA representative shall discuss such schedule change.
- D. Working a lunch period shall not be allowed for the purpose of shortening the work day of the employees, unless an emergency situation occurs which requires the employee to work thru the lunch period.

E. Sheriff's Department for Corrections Officers and Deputy Sheriff's assigned to the Jail shall be scheduled as follows:

1. In year one (2013) the following language shall apply; 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~~
  - a.) Starting in year two (2014) and continuing thru 2015 the following language shall apply; Instead of two 40 hour work weeks in a two week (14 day) pay/work period, there shall be one pay/work week of 36 hours followed by a 48 hour pay/work week for a total of 84 hours. The work period shall be a 14 day period straight time for 84 hours. No overtime will be paid during this 14 day work period until the employee has worked more than 84 hours during the work period at which time overtime shall be paid.
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.

F. The Emergency Services Call Taker-Dispatcher assigned to the 911 Dispatch Center shall be scheduled as follows;

1. Instead of two forty (40) hour work weeks in a two week pay period, there shall be six (6) 12 hour days and one (1) 8 hour day within the schedule in order to maintain an 80 hour pay period; and
2. For the purposes of accruing time and the use of such time, a day shall be considered as 12 hours except for the scheduled 8 hour days which shall be accrued and used as 8 hours; and
3. Such employees so impacted by this agreement will receive 12 hours of compensatory time for holidays worked, unless such holiday falls

on the scheduled 8 hour day then such compensatory time shall be based upon 8 hours;

4. For the purposes of overtime, such employees shall be paid overtime when they exceed eighty (80) hours within a biweekly pay period.
- 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 to discuss the change with the County.
- 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, 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	\$500.00
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, Highway Maintenance Supervisors and General Foreman are on the DPW Superintendent's call in list on a year round basis. The county will compensate those employees in these positions \$800 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, based upon a properly submitted Request for Additional Time Payment form to the Personnel Office, signed and approved by the Department Head.

#### **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 ½) times their rate of pay for those hours worked in excess of eight (8) in any twenty-four (24) hour period. Such twenty-four (24) hour period will begin based on the normal start time of the employees scheduled work day. 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' Comp).
  - 3. Extended illness covering two consecutive weekends or sudden, unforeseen serious injury or illness to the employee or a member of the employee's immediate family resulting in that person's hospitalization.
  - 4. If a scheduled and approved vacation, in segments of 5 work days or more, falls across the scheduled weekend.
- D. It is further understood that the affected employee shall work his/her normal shift on a make-up weekend unless operation needs dictate otherwise.
- E. In the event of any of the above, the employee will notify the Administrator as soon as can be reasonably be expected.
- F. Horace Nye will continue to allow employees to mutually swap weekends and may accrue additional weekend times by working weekends when staffing is short.
- G. If a full time position and/or a part time position with benefits 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.
- H. Nurses placed in charge for a shift shall receive a two dollar (\$2.00) per hour rate increase adjustment for that shift.
- I. Part Time Employees with benefits as defined in the Definitions Section of this agreement shall be given first consideration for additional per diem work.
- J. Part Time Employees with benefits as defined in the Definitions Section of this agreement shall be entitled to pro-rated uniform allowance based upon the appropriate percentage of the hours worked to the Department's Hours. (i.e., 20 hours per week equals 50% based upon Horace Nye as a 40 hour department.)

K. 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 employees as described in (I.), 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 employees 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 \$.70 per hour.
- D. Lineup Duties
  1. Deputy Sheriffs and Correction Officers shall report to work twenty (20) 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. 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. All Corrections and Deputy Sheriff's required to wear a uniform shall receive an initial issue of the following items:

Correction's	Sheriff's	Item	Correction's	Sheriff's	Item
1	2	Class A long sleeve shirt	1	1	Hand cuffs with Keys
0	3	Class A short sleeve shirt	1	1	Rain Coat
1	3	Class A pants	1	1	Key Holder
1	1	Class B long sleeve shirt	1	1	Hand cuff case
2	2	Class B short sleeve shirt	4	4	Jail keepers
3	2	Class B pants	1	1	Web duty belt
1	1	Stetson hat	1	1	Glove case
1	1	Hat cover	1	1	Radio holder
1	1	Name tag	1	1	Winter cap
1	1	Collar insignia	0	1	Leather duty belt
1	1	Belt	0	4	Leather keepers
1	1	Badge	0	1	Leather handcuff holder
1	1	Wallet I.D.	0	2	Leather cartridge case
1	1	Tie	0	1	Holster
1	1	Tie clasp	0	1	Department weapon
1	1	Boots for inside	0	1	Mag light with holder
0	1	Boots for outside	0	1	Asp with holder
0	1	O.C. spray with holder	0	1	Leather key holder
1	1	Convertible jacket	0	1	Leather radio holder
1	1	Man down alarm w/ holder	0	1	Leather glove case
0	1	Bullet proof vest			

- G. The items as listed in the table of above shall be replaced by turning in the worn or accidentally damaged items to the Quartermaster, or other such management employee as assigned by the Sheriff. When determined appropriate, management shall issue a replacement item to the employee. The County shall pay the cost of providing such items to the department employees. Shoes and /or boots shall be replaced on a not less than yearly basis.

## **ARTICLE 18 - Clothing / Uniform Allowance**

### **Public Works Department**

- A. Each year, all employees other than clerical and administrative personnel, shall be provided four hundred twenty five (\$425.00) dollars to be used for work related and for work purposes as it relates to Clothing /Uniforms. Such payment shall be provided in June of each year.



### **Horace Nye Home**

- A. Each year, all employees, other than clerical and administrative personnel, shall be provided three hundred twenty five (\$325.00) dollars to be used for work related and for work purposes as it relates to Clothing /Uniforms. Such payment shall be provided in June of each year.

### **Fish Hatchery**

- A. Each year, all employees, other than clerical and administrative personnel, shall be provided two hundred twenty five (\$225.00) dollars to be used for work related and for work purposes as it relates to Clothing /Uniforms. Such payment shall be provided in June of each year.

### **Sheriff's Department's Nurse**

- A. Each year the Nurse working in the Sheriff's Department shall be provided three hundred twenty five (\$325.00) dollars to be used for work related and for work purposes as it relates to Clothing /Uniforms. Such payment shall be provided in June of each year.

### **Requirements**

- A. 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 payments will be considered as income rather than expense reimbursement under IRS regulations.
  - 2. Clothing/Uniform items may include the following:
    - a. Horace Nye - uniform tops & bottoms, appropriate shoes, fabric for uniforms, jackets & boots for maintenance employees.
    - b. DPW - steel toed safety boots, insulated underwear, jeans or Carhart 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.
  - 3. Clothing/Uniform payments must be work related and used for work purposes.
  - 4. Newly hired employees within the departments as identified above, shall be provided a prorated amount based upon the date of hire.

## **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. Such requirement for posting shall not apply to competitive class positions being filled from an eligible list, however provisional appointments within the competitive class shall be included within this posting requirement.
- 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**

- A. 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**

- A. All permanent non-competitive and labor classified employees, shall be eligible for layoff and recall in accordance with the following:
  - 1. 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.
  - 2. 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.

3. 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 last four digits.
4. 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 the Personnel Office 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.
5. 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**

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

### **ARTICLE 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, and provided no counseling memorandum involving similar conduct have subsequently been placed in the file.
- 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.
- 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, and provided no counseling memorandum involving similar conduct have subsequently been placed in the file.
- 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.
- G. The employee may request Union representation at the time a Counseling Memorandum is being provided to the employee, if such employee desires. The Department Head shall provide a reasonable amount of time for the Union to provide such representation.

### **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 Rules for the Classified Civil Service - Rule 13 - Probationary Term." A copy of which is available in the Essex County Personnel Office.

#### **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.
- 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**

- A. 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**

- A. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only

through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

**Supersede Provision**

- A. 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**

- A. 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**

- A. 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**

- A. 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**

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

**Out of Title / Temporary Position Provision**

- A. No employee shall be required to work in a title out of their present classification for more than seven (7) cumulative days per year except during the continuation of a temporary emergency situation.
- B. If an employee is required to work in such higher title in excess of the seven (7) cumulative day period, the employee will be paid the higher rate for all work performed subsequent to completion of the seven (7) day period.
- C. 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**

- A. 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.

### **Overtime Meal Allowance Provision**

- A. 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.
- B. Employees must submit a voucher and receipt to be entitled to such meal allowance.

### **Mileage Reimbursement Provision**

- A. 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.

### **Employee Assistance Program Provision**

- A. If an employee assistance program is maintained, it shall be pursuant to a plan adopted by the labor/management committee.

### **Prescription Safety Glasses**

- A. The County shall provide reimbursement up to a maximum of one hundred fifty dollars (\$150.00) 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.
- B. Such reimbursement shall be provided every other year.
- C. 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**

- A. 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 (Initial 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 such employee.
- C. When the Department is reimbursed by the Worker's Compensation Insurance carrier for remunerating employees under the sick leave policy of the County, the employee will receive credit for the loss in sick leave 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 8<sup>th</sup> day of injury and the 8<sup>th</sup> 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**

- A. 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.
- B. 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 a permanent alternative.
- C. This program may also apply voluntarily, on a case-by-case basis, to employees who have sustained disabling injury or illness from non-work 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 I.
- B. The County agrees to grant credit for Sick Leave Option under the New York State Employees' Retirement System (Option 41J).
- C. The County agrees to pay for the Death Benefit Option under the New York State Employees' Retirement System (Option 60-B).

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

### **ARTICLE 31 - Retirement Health Insurance**

- A. In order to be eligible for the benefit provided herein, the employee must have the following:
1. Twenty (20) years of service as an employee of Essex County for any newly hired employee after ratification of this agreement, however for any employee currently employed with the County who was hired on or before the ratification date of this contract (April 15, 2013, shall be grand-fathered under the fifteen (15) years of service requirement under the previous contract.
  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, 2009, and during the term of this Agreement will continue to pay the same percentage amount they were contributing toward their active premium at the time of their retirement.
- C. If retiree health insurance premiums increase after retirement, the retiree's percentage contribution amount as identified in Section (B.), above shall be increase yearly based upon the Cost of Living Adjustment (COLA) percentage as determined by the U.S. Social Security Administration, see below for explanation of the COLA

formula.

1. The Social Security Act specifies a formula for determining each COLA. In general, a COLA is equal to the percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) from the third quarter of one year to the third quarter of the next.
- D. Should a retiree choose to switch health insurance plans after his/her date of retirement, said retirees contribution toward premium payments shall be made in accordance with 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**

- A. The County shall provide a Preferred Provider Option (PPO) plan, currently Excellus Blue PPO as the Health Insurance option for the employees.
- B. The County will provide this plan as identified above, as long as the availability of such plan remains as an option for the County. Factors which may impact the County's ability to offer this plan include but are not limited to the following;
1. The Insurance Provider refuses to offer such plan option within our coverage area.
  2. The Insurance Provider completely discontinues doing business within our coverage area.
  3. The premium rates proposed by the Insurance Provider for such option become so cost prohibited as to be unaffordable for the County's share and/or the Employee's share.
  4. The Insurance Providers list of covered physicians or health care providers becomes so limited as to make coverage within our area impractical.
- C. Prior to the discontinuation of a particular plan as identified above and/or the introduction of a new plan, the County shall provide notification by way of the Labor Management Committee and will allow for discussion and input from the Association.
- D. The County will on a calendar year basis aggressively pursue a PPO plan option in order to provide coverage to those employees so entitled. Such plan options may

include new Insurance Providers not identified above. Factors which would prompt the County to offer additional coverage options include but are not limited to the following;

1. A new Insurance Provider begins operations within our coverage area, offering comparable plan and premium options.
  2. A current Insurance Provider may offer new premium options which are more cost effective for the County and the employee.
  3. A current Insurance Provider may alter or otherwise change a plan as identified in Section A., above and rename such plan.
- E. If the Association wishes, it may submit alternative benefit proposals for consideration to the County Manager / Administrator prior to October 1st of each year of the agreement.
- F. Health Insurance contributions shall be based upon the following;
1. Full Time Employees or a Part Time Employee with Benefits hired prior to January 1, 1999 shall contribute 12% toward the premium costs:
  2. Full Time Employees or a Part Time Employee with Benefits hired after January 1, 1999 shall contribute 14% toward the premium costs:
  3. Full Time Employees or a Part Time Employee with Benefits hired after January 1, 2009 shall contribute 20% toward the premium costs:
  4. For Married Couples who were a married couple and both were employees of the County prior to January 1, 2009, shall not have to contribute toward the premium costs:
  5. For Married Couples who were a married couple and both were employees of the County after January 1, 2009, shall contribute 10% toward the premium costs:
- G. Coverage is not automatic so employees must select their plan option and complete an enrollment form within their first ten (10) days of employment. The effective date of coverage shall be thirty (30) days from the date of hire.
- H. The County provides, under the Internal Revenue Service Tax Laws, a Flexible Spending Account which allows for pre tax contribution toward health insurance premiums. Such Tax Laws have certain requirements specific to Health Insurance Plans, and requires that the County meet with each entitled employee to offer this

pre tax contributions. In order for the County to meet its obligations under the law the following conditions as it relates to our plans must apply;

1. All Employees entitled to Health Insurance Coverage must on a yearly basis complete all necessary forms as provide by the Personnel Office for health insurance and related coverage items. Such requirement to complete forms applies even if the Employee is not changing or altering plans choices.
  2. The County will provide rates for the plan offerings as soon as possible in the month of October or early November, such rates are sometimes subject to the New York State Insurance Department review and approval. The County has no control over the timing of such approvals.
  3. Coverage selection forms must be completed and returned to the Personnel Office no later than December 1st of each calendar year. The County reserves the right to require dates earlier than the December 1st deadline depending upon the timing of payrolls.
  4. Failure to complete the necessary forms in a timely fashion may result in following;
    - a) Loss of coverage or delayed coverage.
    - b) Premium payments are paid one month in advance, failure to complete forms may result in an upward adjustment to the Employees' payroll deduction in order to catch up payments which may have been missed.
    - c) Employees' are solely responsible to assure that they have completed and submitted the necessary forms in a timely manner, to assure correct payroll deductions and coverage options.
- I. As part of this agreement and based upon ratification, the parties agreed that such ratification will provide a retroactive clause as it relates to the health insurance premium percentages and the use of the premium enhancement back to the November/December 2012 enrollment period when determining contributions required for 2013. Any overpayments of contributions shall either be refunded by the County to the employees or shall allow credit for future contributions required within the year.

### **ARTICLE 33 - Drug Card Benefits**

- A. In those cases where the County is able to separate Prescription Drug Coverage from the Medical Coverage the County agrees to provide a self-insured

prescription plan currently administered by ProAct as the Prescription Benefit Manager.

B. The Copays for our Self Insured Drug Plan options shall be based upon the following:

1. Retail Plan - 30 Day Supply

Over the Counter (OTC) \$ 0.00

Generic Copay \$ 5.00

Brand/Preferred Copay \$20.00

Speciality Drug Copay \$35.00

2. Mail Service - 90 Day Supply

Generic Copay \$ 0.00

Brand/Preferred Copay \$25.00

Speciality Drug Copay \$50.00

C. 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.

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

**ARTICLE 34 - Premium Enhancement Programs**

This Article describes the Premium Enhancement Programs available to Bargaining Unit employees who qualify for benefits under terms of this agreement.

A. Premium Enhancement Program - Vacation and/or Sick Leave

1. Eligible employees may elect to participate in the Premium Enhancement Program - Vacation and/or Sick. This program allows eligible employees to exchange previously accrued vacation and/or sick leave in return for a credit to be applied toward their employee share of Health Insurance premiums.

- B. Premium Enhancement Program - Longevity Payment Incentive Use Plan
1. Eligible employees may elect to participate in the Premium Enhancement Program - Longevity Payment Incentive Use Plan. This program allows eligible employees to use a portion of their Longevity Payments toward the employees share of Health Insurance premiums. If those employees choose to do so, the County will provide an additional incentive amount to enhance the benefit.
- C. These programs will be available for the term of this agreement. During each of these years the leave credit and the amount of longevity payment selected will be divided evenly among the approved pay periods as identified in Article 39 - Wages, Section B.
- D. Disputes arising from this program are not subject to the grievance procedure contained in this Agreement. This program will sunset on the conclusion of this agreement unless extended by mutual agreement of the parties.
- E. In order to enroll an employee must:
1. Be a Full Time Employee or a Part Time With Benefits Employee, such definitions of employee based upon the County's description contained the Definitions section.
  2. Be an employee covered by the CSEA Collective Bargaining Agreements;
  3. Have a sufficient leave balance to make the full leave forfeiture at the time of enrollment without bringing their combined vacation and sick leave balances below 10 days; and
  4. Be a participant within a Health Insurance Plan as provided by the County and identified within the Collective Bargaining Agreement.
  5. Part Time With Benefits Employees so identified above, will be eligible to participate on a prorated basis. Part Time Employees are not eligible for longevity payments, therefore are not eligible for the Premium Enhancement as identified in Section B., above.
- F. Once enrolled, employees continue to participate unless they separate from County service or cease to be Health Insurance Plan holders with the County. Leave forfeited in association with the program will not be returned, in whole or in part, to employees who cease to be eligible for participation in the program.
- G. During any calendar year in which an employee participates, the credit established

upon enrollment in the program will be adjusted only if the employee moves between Full and Part Time Status as an employee during such calendar year.

- H. Open enrollment will be offered during the month of November of each year the Premium Enhancement Program is offered. The exact dates of open enrollment will be established by the Personnel Office. Employees will be required to submit a separate enrollment for each calendar year in which they wish to participate in either A or B.
- I. Vacation and/or Sick Leave Enhancement:
  - 1. Full-time employees who enroll in this portion of the program will forfeit a total of 5 days of Vacation and/ Sick leave standing to their credit at the time of enrollment in return for a credit of \$640.00 to be applied toward the employee share of premiums deducted from their biweekly paychecks during the calendar year.
  - 2. Part Time With Benefits Employees who enroll in this program will forfeit a total of 5 prorated days of Vacation and/or Sick leave standing to their credit at the time of enrollment in return for a prorated credit toward the employee share of their health insurance premiums.
- L. Longevity Payment Incentive Use Plan Enhancement
  - 1. Full-Time employees who are entitled to Longevity Payments, who enroll in this portion of the program may choose to direct a percentage ranging from 10% to 80% of their entitled Longevity Payment to be applied toward the employee share of premiums deducted from their biweekly paychecks during the calendar year.
  - 2. The County will provide a 30% matching incentive to be added to whatever percentage the employee directs to be applied toward their employee share of premiums deducted from their biweekly paychecks during the calendar year.
- M. All 10 year or more employees shall be allowed to sell one additional sick day to be applied toward the employee's share of premiums. Such additional sick day shall be worth \$128.00 as a credit, bringing the maximum credit applied from \$640.00 to \$768.00 for those employees with at least 10 years of service with the County.
- N. For those department employees whose regular schedule is based upon a 12 hour day, then such employees shall only be required to sell back the equivalent of 40 or 3.4 days to receive the \$640.00 dollars of credit. For those employees in these 12 hour departments with 10 or more years of service who wish to sell one additional



sick day then such additional day shall be credited in the same manner.

### **ARTICLE 35 - Health Insurance Buy Out**

- A. Employees who are so entitled to family plan health insurance coverage through the County and opt to drop that coverage, said employees shall be entitled yearly to \$5000.00, subject to proportional calculation in the event the employee makes his/her election other than at the beginning of the County's fiscal year.
- B. Employees who are so entitled to individual health insurance coverage through the County, said employees shall be entitled yearly to \$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.
- 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. Eligibility considerations for this buyout includes the following;
  - 1. Other health insurance coverage is limited to sources outside what the County already participates in the cost of; such as health insurance under State or Federal low income benefit programs which include Family Health Plus, Child Health Plus or other such government sponsored health benefit programs of which the County participates in the cost thereof thru other department budgets, such as Department of Social Services. Employees who participate in such plans will not be eligible for a buyout from the County.
- 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**

- A. The Parties hereto agree to a re-opener regarding the Health Insurance Coverage contained in this Agreement in the event that the provisions of the Patient, Protection and Affordable Care Act, (commonly referred to as Obama Care), or any other National Health Insurance Plan is amended or enacted by the federal government which substantially changes or impacts the County's obligations to provide health insurance coverage to its employees under this Agreement. Substantial change or substantial impact as herein above set forth shall be construed

in its broadest sense to allow reopening of this contract and discussion between the Parties and shall include, but will not be limited to, significant or substantial financial increases in the cost of insurance which may result from such legislation or changes.

### **ARTICLE 37 - Voluntary Dental Program**

- A. 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.
- B. The Parties 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**

- A. The County will offer the following benefits as allowed under Section 125 of the Internal Revenue Code:
  - 1. Premium Only Plan (POP)
    - a) 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.
  - 2. Flexible Spending Account
    - a) The County will allow employees, at their option, to create individual Flexible Spending Accounts (FSA's) which allow the employees to pay for qualified un-reimbursed medical expenses with pre-tax dollars.
    - b) 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).
  - 3. Dependent Care Account
    - a) 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. 2013 rate - no increase in wages (0%).
  2. 2014 rate - increase all employees' hourly rate by 1.00% across the board.
  3. 2015 rate - increase all employees' hourly rate by 2.00% across the board.
  4. The starting rate for each grade table shall be increased by the same amounts listed herein.
  5. All newly hired employees after January 1, 2009 shall be paid at a rate 10% below the agreed upon amounts contained within the approved Addendum - B - Salary Tables, as adjusted by the percentages identified above.
- 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 15, 2012 and proceeding as identified in the table below.

<b>Twenty Six Week Contract Pay Periods</b>		
<i>Contract Year</i>	<i>Yearly Pay Period Start Date</i>	<i>Yearly Pay Period End Date</i>
2013	December 15, 2012	December 13, 2013
2014	December 14, 2013	December 12, 2014
2015	December 13, 2014	December 18, 2015

## 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.
1. Full Time Employees as defined based upon the County's description contained the Definitions section shall be entitled to an annual longevity payment based on completed years of service as per the following table;

Completed Years of Service	Amount of Payment	Completed Years of Service	Amount of Payment	Completed Years of Service	Amount of Payment	Completed Years of Service	Amount of Payment	Completed Years of Service	Amount of Payment
5	\$200.00	10	\$300.00	15	\$720.00	20	\$1,200.00	25 or more	\$1,680.00
6	\$200.00	11	\$300.00	16	\$720.00	21	\$1,200.00	25 or more	\$1,680.00
7	\$200.00	12	\$300.00	17	\$720.00	22	\$1,200.00	25 or more	\$1,680.00
8	\$200.00	13	\$300.00	18	\$720.00	23	\$1,200.00	25 or more	\$1,680.00
9	\$200.00	14	\$300.00	19	\$720.00	24	\$1,200.00	25 or more	\$1,680.00

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., and those employees of the Sheriffs Department as identified under Article 13 subsection E., employees (so entitled under the Fair Labor Standards Act) shall receive one and one-half (1 ½) 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 Board of Supervisors that it is impracticable to recruit for a position at the minimum rate of pay. The Board may then authorize recruitment and payment above the minimum of the wage scale for such position.
- B. 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 do not have prior step and grade adjustments.

## **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 4 % more than the employee's current rate of pay, then the increase in pay will be in an amount equal to 4 % 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 4 % 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, and requires that the employee meets the qualifications and civil service requirements to hold such reassigned position.
- 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 permanent employee holding a provisional promotion or a promotional 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 a permanent 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 a Board of Supervisors approved salary grade adjustment, 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 a Board of Supervisors approved salary grade adjustment, 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 than 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 a Board of Supervisors approved salary grade adjustment, 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 than 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 the 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.
- E. Desk Audits shall be undertaken and completed within six (6) months of when the request is received in writing by 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 sixty (60) 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 seventy (70) 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. Those employees working in Social Services, Public Health and Information Systems or other such departments as may be determined necessary by management, that are required to be on call, shall be paid three dollars (\$3.00) per hour for such time.

#### **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. Purpose**

- A. The County and the CSEA recognize that in the interest of harmonious relations, a procedure is necessary whereby employees can be assured of prompt impartial and fair processing of their grievances. The procedure shall be available to bargaining unit employees so entitled and identified under this article and no reprisals shall be taken against an employee initiating or participating in the grievance procedure. The grievance procedure shall be the exclusive method of resolving both contractual and disciplinary grievances for such employees so entitled and identified under this article.
- B. The parties agreed for the purposes of clarity these Grievance Procedures shall be distinctly identified by separate Sections of this Article based upon the following;
  - 1. A "Contract Grievance"(Section 4.) which is an alleged violation, misinterpretation or misapplication of a specific article(s) or section(s) of this Agreement as adopted by the parties, open to all members of the bargaining unit.
  - 2. A "Disciplinary Grievance"(Section 5.) which involves a suspension without pay, a reduction in pay, a demotion of position or a termination from employment, open to bargaining unit employees so entitled and identified under this article who are not covered under Section 75 or 76 of the New York State Civil Service Law or any other

Articles of the New York State Civil Service Law as they relate to employee discipline.

## **Section 2. Definitions**

- A. "Employee" shall mean a member of the bargaining unit covered by this Agreement.
- B. "Contract Grievance" shall mean an alleged violation, misinterpretation or misapplication of a specific article(s) or section(s) of this Agreement as adopted by the parties.
- C. "Disciplinary Grievance" is an objection to an appointing authority's / department head suspension without pay, reduction in pay, demotion of position or termination from employment or any other form of discipline not addressed by New York State Civil Service Law Sections 75 and 76 or other New York State Laws regarding employee discipline.
- D. "Day(s)" Day, as used in this Article, means calendar day. The days and times shall be computed by excluding the first and including the last day, except when the last day falls on Saturday, Sunday or legal holiday, the act may be initiated on the next succeeding day which is not a Saturday, Sunday or legal holiday.
- E. "Grievance Form" shall be a mutually agreed upon form for the filing of grievances.
- F. "Class Action Grievance" shall mean a grievance filed by CSEA which alleges a violation of this Agreement and affects members in more than one (1) department, provided that at least one member so affected signs the grievance. Such Class Action Grievance must be filed with the County Manager/ Administrator or his/her designee within ten (10) calendar days of when the CSEA knew or should have known of the events and conditions on which it is based.

## **Section 3. 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/Administrator as used in the Grievance Procedure shall include the Department Head's or County Manager/Administrator's designee.

#### **Section 4. Contract Grievance**

##### **A. Step 1 - Department Head or His/Her Designee**

1. A member having a contract grievance shall present it to his/her Department Head or his /her designee within ten (10) calendar days of the date on which the grievant knew or reasonably should have had knowledge of the event giving rise to the grievance.
2. The contract grievance at this step shall be submitted to the Department Head or his/her designee in writing using a form mutually agreed upon by the parties.
3. Contract grievances submitted beyond the ten (10) calendar day time limit will not be honored.
4. The contract grievance forms as mutually agreed upon, shall specify the article(s) and/or section(s) or combination thereof of the Agreement which he/she alleges has been violated, and specify the remedy sought. The Department Head or his/her designee shall indicate the date and time of his/her receipt of the form.
5. Within ten (10) calendar days of the Department Head or his/her designee receipt of the written contract grievance, he/she shall schedule a meeting with the grievant and the appropriate management personnel, as needed, to discuss the contract grievance.
6. A CSEA representative shall attend this meeting. He/she may represent the grievant unless requested not to do so by such grievant.
7. The Department Head or his / her designee shall render a decision in writing and return a copy to the grievant and the CSEA

Representative within ten (10) calendar days after the meeting with the grievant.

B. Step 2 - County Manager / Administrator or His /Her Designee

1. If the Association is not satisfied with the decision made in Step 1, subsection 7., it may, within ten (10) calendar days thereafter, request a review and determination of the grievance by the County Manager/Administrator or his /her designee.
2. 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.
3. The County Manager / Administrator or his/her designee shall, at the request of the Association, hold a meeting within ten (10) calendar 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.
4. Within ten (10) calendar days after the close of the meeting, or lacking such meeting request, the County Manager / Administrator or his/her designee shall issue a written decision and communicate same in writing to the Association.

C. Step 3 - Contract Grievance Arbitration

1. If the Association is not satisfied with the decision at Step 2, subsection 4., then it may appeal to PERB for arbitration within ten (10) calendar days from the receipt of the decision and thereafter the parties shall be bound by PERB's procedures for arbitration.
2. The fees and expenses of the arbitrator shall be borne equally by the parties.
3. 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 the Contract Articles contained in this Agreement.
4. 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.

5. The arbitrator shall have no power to alter, add or to detract from the provisions of this agreement.

### **Section 5. Disciplinary Arbitration**

- A. Disciplinary Arbitration shall only be available to those employees who are not entitled to due process under Section 75 and 76 of the New York State Civil Service Law or any other statutory disciplinary procedures contained in New York State Civil Service Law.
- B. An employee who is not entitled to the statutory disciplinary procedures contained in New York State Civil Service Law Section 75 as noted as Section A., above and who wishes to proceed with a disciplinary objection or challenge which involves a suspension without pay, a reduction in pay, a demotion of position or a termination from employment shall file such disciplinary grievance directly to the County Manager / Administrator or his/her designee within ten (10) calendar days of notification of such disciplinary action. The notice shall contain the statement of charges and penalties, upon which the employee is basing such objection/challenge.
- C. No hearing shall be required. The County Manager / Administrator or his/her designee shall review the documents submitted, issue a decision in writing and return copies to the grievant, and the Association within ten (10) calendar days of receipt of the disciplinary grievance. No rationale or discussion of the merits of the grievance shall be required with the decision, although the same may be provided.
- D. The parties may by mutual agreement, schedule a meeting to be held between the County Manager / Administrator or his/her designee and the Association Representative assigned to handle the arbitration in an effort to resolve the Disciplinary Grievance prior to the issuance of the County Manager / Administrator or his/her designee's decision.
- E. If such meeting is scheduled, the time frame for a decision of the County Manager / Administrator or his/her designee shall be ten (10) calendar days from the date of such meeting, thereby altering the time frame as identified in Sub Section C., above.
- F. If the Association is not satisfied with the decision of the County Manager / Administrator or his/her designee as it relates to this Disciplinary Grievance it may appeal to PERB for arbitration within ten (10) calendar days from the receipt of the Step 2., subsection 4., decision and thereafter the parties shall be bound by PERB's procedures for arbitration.
- G. The decision of the arbitrator shall be final and binding on the parties.
- H. The cost for the arbitrator shall be shared equally by the parties.

- I. The election to submit a disciplinary 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.

#### **Section 6. Misc. Items applicable to Contract & Disciplinary Grievances**

- A. The grievant or his/her Association Representative and the County, may mutually agree, at any step, to a time extension, but such agreements must be in writing and signed by both parties. Any step in the grievance procedures may be skipped by mutual consent, written and signed by both parties.
- B. In the absence of such mutual extensions, should the grievant or his/her Association Representative fail to comply with the time limits specified herein, the grievance will be considered to have been resolved in favor of the position of the County and that decision will be final.
- C. Grievances must be processed by the County whether or not the grievant or his /her association representatives attend the meetings provided for in this Article in accordance with the time limits set out herein. The grievance will, at any step where response by the County is not forthcoming within the specified time limits, automatically be considered submitted to the next successive step in the grievance procedure.
- D. The parties agree, however, that absent extenuating circumstances an Association representative and the grievant must be present at PERB arbitration hearing to have the arbitrator consider a grievance on its merits.
- E. By mutual consent, the parties may waive a hearing and submit the issue on written materials only.
- F. By mutual consent the parties may alter any of the procedures set forth in this Article.
- G. At any step in the grievance procedures for Contract and Disciplinary issues, the Association shall have the final authority, in respect to any aggrieved employee covered by this Agreement, to decline to process further a grievance, if, in the judgment of the Association, such grievance lacks merit or justification under the terms of this Agreement, or has been adjusted or rectified under the terms of this Agreement to the satisfaction of the Association.
- H. Any employee who elects to pursue any claim through a lawsuit or other such administrative procedure shall thereafter be precluded from processing the same or similar claim as a grievance hereunder, except as may be provided by state or federal law.

- I. 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 the Contract Articles or objection/challenge to disciplinary action.

## TERM OF AGREEMENT

This contract shall be effective as of January 1, 2013 and shall continue in full force and effect until midnight December 31, 2015.

FOR CSEA:

FOR THE COUNTY:

Signatures by the Authorized Parties:

By: Michael McGinn

By: Randall T. Douglas

\_\_\_\_\_  
Unit President

\_\_\_\_\_  
Chairman, Board of Supervisors

By: Tami Williams

By: Daniel L. Palmer

\_\_\_\_\_  
CSEA Labor Relations Specialist

\_\_\_\_\_  
County Manager

## ADDENDUM - A - POSITION GRADES

<u>GRADED POSITIONS TABLE</u>		
<u>GRADE</u>	<u>35 HOUR POSITION</u>	<u>40 HOUR POSITION</u>
1	N/A	N/A
2	Student Trainee Bus Driver	Leisure Time Activities Aide
3	Records Retention Aide	Cleaner Cleaner/Laundry Worker Kitchen Aide Laborer Laundry Worker
4	Aging Services Aide Clerk Community Services Aide Data Entry Machine Operator Typist Youth Services Aide	Building Maintenance Helper Dietary Attendant Facility Aide Watchperson
5	Computer Operator Trainee Medical Records Clerk Motor Vehicle Operator Recording Clerk	N/A



<i><b>GRADED POSITIONS TABLE</b></i>		
<i><b>GRADE</b></i>	<i><b>35 HOUR POSITION</b></i>	<i><b>40 HOUR POSITION</b></i>
6	Account Clerk Account Clerk/Typist Homemaker Home Health Aide Motor Vehicle License Clerk Records Management Clerk Senior Clerk Senior Typist Youth Services Worker Transportation - Dispatcher	Cook Fish Hatchery Attendant Maintenance Person
7	Micro Computer Operator Network Technician Trainee Real Property Tax Services Aide Receptionist Senior Aging Services Aide Senior Recording Clerk Support Investigator	Court Attendant/Detention Aide Matron Nursing Assistant Nursing Assistant Trainee
8	Computer Operator Community Health Worker Senior Account Clerk Senior Account Clerk/Typist Senior Receptionist Caseworker Assistant Senior Stenographer Senior Typist/Receptionist Social Services Worker Senior Youth Services Worker	Corrections Officer Dietetic Technician Fish Hatchery Technician Maintenance Mechanic Motor Equipment Operator Senior Building Maintenance Helper Stockkeeper Emergency Services Call Taker-Dispatcher

<u>GRADED POSITIONS TABLE</u>		
<u>GRADE</u>	<u>35 HOUR POSITION</u>	<u>40 HOUR POSITION</u>
9	Administrative Assistant Assistant Motor Vehicle Supervisor Data Collector Real Property Tax Services Aide/Data Coll. Principal Recording Clerk Tax Map Technician Medical Services Assistant	Auto Mechanic Electrician Leisure Time Activities Director Sign Shop Worker
10	Computer Programmer/Specialist Data Collector/Mass Appraiser Juvenile Specialist Probation Assistant Social Services Investigator Specialist, Services for Aging WIC Nutrition Educator Youth Project Coordinator	Construction Equipment Mechanic Highway Equipment Operator Welder
11	Handicapped Child Services Specialist Managed Care Coordinator Principal Account Clerk Probation Officer Trainee RN Senior Computer Operator Senior Social Services Worker Senior Support Investigator Senior RPTS Aide/Data Collector Tax Map Technician I WIC Program Nutritionist	Dietetic Service Supervisor Maintenance Supervisor

<u>GRADED POSITIONS TABLE</u>		
<u>GRADE</u>	<u>35 HOUR POSITION</u>	<u>40 HOUR POSITION</u>
12	Caseworker Computer Programmer Computer Programmer / Analyst Network Technician Social Worker Junior Planner Real Property Tax Specialist Senior Data Collector/Mass Appraiser Senior Tax Map Technician Youth Program Coordinator	Fairgrounds Supervisor Corrections Sergeant
13	Aids Educator Coordinator of Child Support Enforcement Probation Officer Public Health Educator Public Health Nurse Security Officer I Social Services Manager Tax Map Technician II WIC Program Coordinator	N/A
14	Associate Planner Medical Services Specialist Senior Caseworker Staff Development Coordinator Transportation - Dispatcher	Public Works Building & Grounds Superv. Public Works Maintenance Supervisor Supervising Mechanic

<u>GRADED POSITIONS TABLE</u>		
<u>GRADE</u>	<u>35 HOUR POSITION</u>	<u>40 HOUR POSITION</u>
15	Case Supervisor Grade B Children's Services Supervisor Psychiatric Social Worker Senior Network Technician Senior Probation Officer	Senior Public Works Maintenance Supervisor
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

# ADDENDUM - B - SALARY TABLES

## 35 Hour Positions Salary Table - Hired PRIOR to January 1, 2009

<i>35 HOUR POSITION'S SALARY TABLE</i>			
<i>35 Hour Grade Level</i>	<i>2013 Hourly Grade Rate  (No increase from previous contract)</i>	<i>2014 Hourly Rate Increase  1.00%</i>	<i>2015 Hourly Rate Increase  2.00%</i>
<i>Grade 1</i>	\$11.64	\$11.76	\$11.99
<i>Grade 2</i>	\$12.52	\$12.65	\$12.90
<i>Grade 3</i>	\$13.37	\$13.50	\$13.77
<i>Grade 4</i>	\$14.24	\$14.38	\$14.67
<i>Grade 5</i>	\$15.12	\$15.27	\$15.58
<i>Grade 6</i>	\$15.98	\$16.14	\$16.46
<i>Grade 7</i>	\$16.85	\$17.02	\$17.36
<i>Grade 8</i>	\$17.72	\$17.90	\$18.26
<i>Grade 9</i>	\$18.59	\$18.78	\$19.15
<i>Grade 10</i>	\$19.46	\$19.65	\$20.05
<i>Grade 11</i>	\$20.32	\$20.52	\$20.93
<i>Grade 12</i>	\$21.22	\$21.43	\$21.86
<i>Grade 13</i>	\$22.08	\$22.30	\$22.75
<i>Grade 14</i>	\$22.94	\$23.17	\$23.63
<i>Grade 15</i>	\$23.82	\$24.06	\$24.54
<i>Grade 16</i>	\$24.68	\$24.93	\$25.43
<i>Grade 17</i>	\$25.56	\$25.82	\$26.33

## 40 Hour Positions Salary Table - Hired PRIOR to January 1, 2009

<i>40 HOUR POSITION'S SALARY TABLE</i>			
<u>40 Hour Grade Level</u>	2013 <i>Hourly Grade Rate</i>  <i>((No increase from previous contract))</i>	2014 <i>Hourly Rate Increase</i>  1.00%	2015 <i>Hourly Rate Increase</i>  2.00%
<i>Grade 1</i>	\$10.55	\$10.66	\$10.87
<i>Grade 2</i>	\$11.30	\$11.41	\$11.64
<i>Grade 3</i>	\$12.07	\$12.19	\$12.43
<i>Grade 4</i>	\$12.82	\$12.95	\$13.21
<i>Grade 5</i>	\$13.60	\$13.74	\$14.01
<i>Grade 6</i>	\$14.37	\$14.51	\$14.80
<i>Grade 7</i>	\$15.12	\$15.27	\$15.58
<i>Grade 8</i>	\$15.88	\$16.04	\$16.36
<i>Grade 9</i>	\$16.62	\$16.79	\$17.12
<i>Grade 10</i>	\$17.41	\$17.58	\$17.94
<i>Grade 11</i>	\$18.16	\$18.34	\$18.71
<i>Grade 12</i>	\$18.92	\$19.11	\$19.49
<i>Grade 13</i>	\$19.67	\$19.87	\$20.26
<i>Grade 14</i>	\$20.44	\$20.64	\$21.06
<i>Grade 15</i>	\$21.22	\$21.43	\$21.86
<i>Grade 16</i>	\$21.81	\$22.03	\$22.47
<i>Grade 17</i>	\$22.73	\$22.96	\$23.42

**35 Hour Positions Salary Table - Hired AFTER January 1, 2009 (10% less than hired PRIOR to 1/1/2009)**

<i>35 HOUR POSITION'S SALARY TABLE</i>			
<i>35 Hour Grade Level</i>	<i>2013 Hourly Grade Rate  (No increase from previous contract)</i>	<i>2014 Hourly Rate Increase  1.00%</i>	<i>2015 Hourly Rate Increase  2.00%</i>
<i>Grade 1</i>	<i>\$10.48</i>	<i>\$10.58</i>	<i>\$10.80</i>
<i>Grade 2</i>	<i>\$11.26</i>	<i>\$11.37</i>	<i>\$11.60</i>
<i>Grade 3</i>	<i>\$12.04</i>	<i>\$12.16</i>	<i>\$12.40</i>
<i>Grade 4</i>	<i>\$12.82</i>	<i>\$12.95</i>	<i>\$13.21</i>
<i>Grade 5</i>	<i>\$13.61</i>	<i>\$13.75</i>	<i>\$14.02</i>
<i>Grade 6</i>	<i>\$14.38</i>	<i>\$14.52</i>	<i>\$14.81</i>
<i>Grade 7</i>	<i>\$15.17</i>	<i>\$15.32</i>	<i>\$15.63</i>
<i>Grade 8</i>	<i>\$15.95</i>	<i>\$16.11</i>	<i>\$16.43</i>
<i>Grade 9</i>	<i>\$16.73</i>	<i>\$16.90</i>	<i>\$17.24</i>
<i>Grade 10</i>	<i>\$17.15</i>	<i>\$17.32</i>	<i>\$17.67</i>
<i>Grade 11</i>	<i>\$18.30</i>	<i>\$18.48</i>	<i>\$18.85</i>
<i>Grade 12</i>	<i>\$19.09</i>	<i>\$19.28</i>	<i>\$19.67</i>
<i>Grade 13</i>	<i>\$19.88</i>	<i>\$20.08</i>	<i>\$20.48</i>
<i>Grade 14</i>	<i>\$20.64</i>	<i>\$20.85</i>	<i>\$21.26</i>
<i>Grade 15</i>	<i>\$21.44</i>	<i>\$21.65</i>	<i>\$22.09</i>
<i>Grade 16</i>	<i>\$22.21</i>	<i>\$22.43</i>	<i>\$22.88</i>
<i>Grade 17</i>	<i>\$23.01</i>	<i>\$23.24</i>	<i>\$23.70</i>

**40 Hour Positions Salary Table - Hired AFTER January 1, 2009 (10% less than hired PRIOR to 1/1/2009)**

<i>40 HOUR POSITION'S SALARY TABLE</i>			
<i>40 Hour Grade Level</i>	<i>2013 Hourly Grade Rate  (No increase from previous contract)</i>	<i>2014 Hourly Rate Increase  1.00%</i>	<i>2015 Hourly Rate Increase  2.00%</i>
<i>Grade 1</i>	<i>\$9.49</i>	<i>\$9.58</i>	<i>\$9.78</i>
<i>Grade 2</i>	<i>\$10.17</i>	<i>\$10.27</i>	<i>\$10.48</i>
<i>Grade 3</i>	<i>\$10.87</i>	<i>\$10.98</i>	<i>\$11.20</i>
<i>Grade 4</i>	<i>\$11.55</i>	<i>\$11.67</i>	<i>\$11.90</i>
<i>Grade 5</i>	<i>\$12.24</i>	<i>\$12.36</i>	<i>\$12.61</i>
<i>Grade 6</i>	<i>\$12.93</i>	<i>\$13.06</i>	<i>\$13.32</i>
<i>Grade 7</i>	<i>\$13.61</i>	<i>\$13.75</i>	<i>\$14.02</i>
<i>Grade 8</i>	<i>\$14.30</i>	<i>\$14.44</i>	<i>\$14.73</i>
<i>Grade 9</i>	<i>\$14.96</i>	<i>\$15.11</i>	<i>\$15.41</i>
<i>Grade 10</i>	<i>\$15.67</i>	<i>\$15.83</i>	<i>\$16.14</i>
<i>Grade 11</i>	<i>\$16.34</i>	<i>\$16.50</i>	<i>\$16.83</i>
<i>Grade 12</i>	<i>\$17.03</i>	<i>\$17.20</i>	<i>\$17.54</i>
<i>Grade 13</i>	<i>\$17.70</i>	<i>\$17.88</i>	<i>\$18.23</i>
<i>Grade 14</i>	<i>\$18.40</i>	<i>\$18.58</i>	<i>\$18.96</i>
<i>Grade 15</i>	<i>\$19.09</i>	<i>\$19.28</i>	<i>\$19.67</i>
<i>Grade 16</i>	<i>\$19.63</i>	<i>\$19.83</i>	<i>\$20.22</i>
<i>Grade 17</i>	<i>\$20.45</i>	<i>\$20.65</i>	<i>\$21.07</i>



## Ungraded Unit Positions Salary Table - Hired PRIOR to January 1, 2009

<u>UNGRADED UNIT POSITIONS SALARY TABLE</u>				
<i>Position</i>	<u><i>Hourly Level</i></u>	2013  <i>Hourly Grade Rate</i>  <i>(No increase from previous contract)</i>	2014  <i>Hourly Rate Increase</i>  1.00%	2015  <i>Hourly Rate Increase</i>  2.00%
<i>WIC Nutritionist</i>	35	\$24.38	\$24.62	\$25.12
<i>Registered Nurse</i>	35	\$26.47	\$26.73	\$27.27
<i>Public Health Nurse</i>	37.5	\$28.51	\$28.80	\$29.37
<i>Home Health Aide Coordinator</i>	37.5	\$21.46	\$21.67	\$22.11
<i>Supervising Public Health Nurse</i>	37.5	\$31.20	\$31.51	\$32.14
<i>Licensed Practical Nurse</i>	40	\$21.46	\$21.67	\$22.11
<i>Graduate Practical Nurse</i>	40	\$21.46	\$21.67	\$22.11
<i>Sign Maintenance Supervisor</i>	40	\$22.05	\$22.27	\$22.72
<i>Maintenance Supervisor/Housek.</i>	40	\$24.54	\$24.79	\$25.28
<i>Physical Therapist</i>	37.5	\$34.10	\$34.44	\$35.13
<i>WIC Program Coordinator</i>	35	\$28.51	\$28.80	\$29.37

**Ungraded Unit Positions Salary Table - Hired AFTER January 1, 2009 (10% less than hired PRIOR to 1/1/2009)**

<i>UNGRADED UNIT POSITIONS SALARY TABLE</i>				
<i>Position</i>	<i>Hourly Level</i>	<i>2013 Hourly Grade Rate  (No increase from previous contract)</i>	<i>2014 Hourly Rate Increase  1.00%</i>	<i>2015 Hourly Rate Increase  2.00%</i>
<i>WIC Nutritionist</i>	35	\$21.94	\$22.16	\$22.60
<i>Registered Nurse</i>	35	\$23.82	\$24.06	\$24.54
<i>Public Health Nurse</i>	37.5	\$25.66	\$25.92	\$26.43
<i>Home Health Aide Coordinator</i>	37.5	\$19.32	\$19.51	\$19.90
<i>Supervising Public Health Nurse</i>	37.5	\$28.08	\$28.36	\$28.93
<i>Licensed Practical Nurse</i>	40	\$19.32	\$19.51	\$19.90
<i>Graduate Practical Nurse</i>	40	\$19.32	\$19.51	\$19.90
<i>Sign Maintenance Supervisor</i>	40	\$19.84	\$20.04	\$20.44
<i>Maintenance Supervisor/Housek.</i>	40	\$22.09	\$22.31	\$22.76
<i>Physical Therapist</i>	37.5	\$30.69	\$31.00	\$31.62
<i>WIC Program Coordinator</i>	35	\$25.66	\$25.92	\$26.43

## Sheriff's Department Salary Tables - Hired PRIOR to January 1, 2009

*Salary Table as per Resolution of June 3, 2002*

### *Deputy Sheriffs Table*

<u>DEPUTY SHERIFF'S SALARY SCALE</u>					
<u>Experience Level:</u>	<u>Salary Code:</u>	<u>Requirement:</u>	2013 <i>Hourly Rate</i>  <i>(No increase from previous contract)</i>	2014 <i>Hourly Rate</i>  1.00%	2015 <i>Hourly Rate</i>  2.00%
<i>Level 1</i>	DS-EL1	<i>New Hires up to successful completion of the Training Academy.</i>	\$17.41	\$17.58	\$17.94
<i>Level 2</i>	DS-EL2	<i>After Graduation from Training Academy</i>	\$19.19	\$19.38	\$19.77
<i>Level 3</i>	DS-EL3	<i>Five Years experience in position after graduation from Training Academy</i>	\$20.15	\$20.35	\$20.76
<i>Level 4</i>	DS-EL4	<i>Ten Years experience in position after graduation from Training Academy</i>	\$21.14	\$21.35	\$21.78
<i>Level 5</i>	DS-EL5	<i>Fifteen Years or more experience in position after graduation from Training Academy</i>	\$22.00	\$22.22	\$22.66

**Sheriff's Department Salary Tables - Hired AFTER January 1, 2009 (10% less than hired PRIOR to 1/1/2009)**

*Deputy Sheriffs Table*

<i>DEPUTY SHERIFF'S SALARY SCALE</i>					
<i>Experience Level:</i>	<i>Salary Code:</i>	<i>Requirement:</i>	<i>2013 Hourly Rate  (No increase from previous contract)</i>	<i>2014 Hourly Rate  1.00%</i>	<i>2015 Hourly Rate  2.00%</i>
<i>Level 1</i>	<i>DS-EL1</i>	<i>New Hires up to successful completion of the Training Academy.</i>	<i>\$15.67</i>	<i>\$15.83</i>	<i>\$16.14</i>
<i>Level 2</i>	<i>DS-EL2</i>	<i>After Graduation from Training Academy</i>	<i>\$17.27</i>	<i>\$17.44</i>	<i>\$17.79</i>
<i>Level 3</i>	<i>DS-EL3</i>	<i>Five Years experience in position after graduation from Training Academy</i>	<i>\$18.13</i>	<i>\$18.31</i>	<i>\$18.68</i>
<i>Level 4</i>	<i>DS-EL4</i>	<i>Ten Years experience in position after graduation from Training Academy</i>	<i>\$19.04</i>	<i>\$19.23</i>	<i>\$19.62</i>
<i>Level 5</i>	<i>DS-EL5</i>	<i>Fifteen Years or more experience in position after graduation from Training Academy</i>	<i>\$19.80</i>	<i>\$20.00</i>	<i>\$20.40</i>

## Sheriff's Department Salary Tables - Hired PRIOR to January 1, 2009

### *Deputy Sheriff Sergeant Tables*

<u>DEPUTY SHERIFF SERGEANT'S SALARY SCALE</u>					
<u>Experience Level:</u>	<u>Salary Code:</u>	<u>Requirement:</u>	2013 <i>Hourly Rate</i> <i>(No increase from previous contract)</i>	2014 <i>Hourly Rate</i> 1.00%	2015 <i>Hourly Rate</i> 2.00%
<i>Level 1</i>	<i>DSS-EL1</i>	<i>New permanent appointee to the position after successful completion of Civil Service testing requirements</i>	\$22.09	\$22.31	\$22.76
<i>Level 2</i>	<i>DSS-EL2</i>	<i>Five Years experience in position as a Deputy Sheriff Sergeant</i>	\$23.20	\$23.43	\$23.90
<i>Level 3</i>	<i>DSS-EL3</i>	<i>Ten Years experience in position as a Deputy Sheriff Sergeant</i>	\$24.38	\$24.62	\$25.12
<i>Level 4</i>	<i>DSS-EL4</i>	<i>Fifteen Years or more experience in position as a Deputy Sheriff Sergeant</i>	\$25.11	\$25.36	\$25.87

**Sheriff's Department Salary Tables - Hired AFTER January 1, 2009 (10% less than hired PRIOR to 1/1/2009)**

*Deputy Sheriff Sargent Tables*

<i>DEPUTY SHERIFF SERGEANT'S SALARY SCALE</i>					
<i>Experience Level:</i>	<i>Salary Code:</i>	<i>Requirement:</i>	<i>2013 Hourly Rate  (No increase from previous contract)</i>	<i>2014 Hourly Rate  1.00%</i>	<i>2015 Hourly Rate  2.00%</i>
<i>Level 1</i>	<i>DSS-EL1</i>	<i>New permanent appointee to the position after successful completion of Civil Service testing requirements</i>	<i>\$20.68</i>	<i>\$20.89</i>	<i>\$21.30</i>
<i>Level 2</i>	<i>DSS-EL2</i>	<i>Five Years experience in position as a Deputy Sheriff Sergeant</i>	<i>\$21.72</i>	<i>\$21.94</i>	<i>\$22.38</i>
<i>Level 3</i>	<i>DSS-EL3</i>	<i>Ten Years experience in position as a Deputy Sheriff Sergeant</i>	<i>\$22.82</i>	<i>\$23.05</i>	<i>\$23.51</i>
<i>Level 4</i>	<i>DSS-EL4</i>	<i>Fifteen Years or more experience in position as a Deputy Sheriff Sergeant</i>	<i>\$23.51</i>	<i>\$23.75</i>	<i>\$24.22</i>

## Sheriff's Department Salary Tables - Hired PRIOR to January 1, 2009

### *Deputy Sheriff Lieutenants Table*

<u>DEPUTY SHERIFF LIEUTENANT'S SALARY SCALE</u>					
<u>Experience Level:</u>	<u>Salary Code:</u>	<u>Requirement:</u>	2013 <i>Hourly Rate</i> <i>(No increase from previous contract)</i>	2014 <i>Hourly Rate</i> 1.00%	2015 <i>Hourly Rate</i> 2.00%
<i>Level 1</i>	<i>DSL-EL1</i>	<i>New permanent appointee to the position after successful completion of Civil Service testing requirements</i>	\$25.73	\$25.99	\$26.51
<i>Level 2</i>	<i>DSL-EL2</i>	<i>Five Years experience in position as a Deputy Sheriff Lieutenant</i>	\$27.02	\$27.29	\$27.84
<i>Level 3</i>	<i>DSL-EL3</i>	<i>Ten Years experience in position as a Deputy Sheriff Lieutenant</i>	\$28.35	\$28.63	\$29.21

**Sheriff's Department Salary Tables - Hired AFTER January 1, 2009 (10% less than hired PRIOR to 1/1/2009)**

*Deputy Sheriff Lieutenants Table*

<i>DEPUTY SHERIFF LIEUTENANT'S SALARY SCALE</i>					
<i>Experience Level:</i>	<i>Salary Code:</i>	<i>Requirement:</i>	<i>2013 Hourly Rate (No increase from previous contract)</i>	<i>2014 Hourly Rate 1.00%</i>	<i>2015 Hourly Rate 2.00%</i>
<i>Level 1</i>	<i>DSL-EL1</i>	<i>New permanent appointee to the position after successful completion of Civil Service testing requirements</i>	<i>\$23.16</i>	<i>\$23.39</i>	<i>\$23.86</i>
<i>Level 2</i>	<i>DSL-EL2</i>	<i>Five Years experience in position as a Deputy Sheriff Lieutenant</i>	<i>\$24.32</i>	<i>\$24.56</i>	<i>\$25.05</i>
<i>Level 3</i>	<i>DSL-EL3</i>	<i>Ten Years experience in position as a Deputy Sheriff Lieutenant</i>	<i>\$25.52</i>	<i>\$25.78</i>	<i>\$26.29</i>



## Sheriff's Department Salary Tables - Hired PRIOR to January 1, 2009

### *Deputy Sheriff/Civil Officers Table*

<i>DEPUTY SHERIFF/CIVIL OFFICER'S SALARY SCALE</i>					
<i>Experience Level:</i>	<i>Salary Code:</i>	<i>Requirement:</i>	2013 <i>Hourly Rate</i> <i>(No increase from previous contract)</i>	2014 <i>Hourly Rate</i> 1.00%	2015 <i>Hourly Rate</i> 2.00%
<i>Level 1</i>	DSCO-EL1	<i>New permanent appointee to the position after successful completion of Civil Service testing requirements</i>	\$18.92	\$19.11	\$19.49
<i>Level 2</i>	DSCO-EL2	<i>Five Years experience in position as a Civil Officer</i>	\$20.83	\$21.04	\$21.46
<i>Level 3</i>	DSCO-EL3	<i>Ten Years experience in position as a Civil Officer</i>	\$22.90	\$23.13	\$23.59
<i>Level 4</i>	DSCO-EL4	<i>Fifteen Years or more experience in position as a Civil Officer</i>	\$24.52	\$24.77	\$25.26

**Sheriff's Department Salary Tables - Hired AFTER January 1, 2009 (10% less than hired PRIOR to 1/1/2009)**

*Deputy Sheriff / Civil Officer Table*

<i>DEPUTY SHERIFF/CIVIL OFFICER'S SALARY SCALE</i>					
<i>Experience Level:</i>	<i>Salary Code:</i>	<i>Requirement:</i>	<i>2013 Hourly Rate (No increase from previous contract)</i>	<i>2014 Hourly Rate 1.00%</i>	<i>2015 Hourly Rate 2.00%</i>
<i>Level 1</i>	<i>DSCO-EL1</i>	<i>New permanent appointee to the position after successful completion of Civil Service testing requirements</i>	<i>\$17.03</i>	<i>\$17.20</i>	<i>\$17.54</i>
<i>Level 2</i>	<i>DSCO-EL2</i>	<i>Five Years experience in position as a Civil Officer</i>	<i>\$18.75</i>	<i>\$18.94</i>	<i>\$19.32</i>
<i>Level 3</i>	<i>DSCO-EL3</i>	<i>Ten Years experience in position as a Civil Officer</i>	<i>\$20.62</i>	<i>\$20.83</i>	<i>\$21.24</i>
<i>Level 4</i>	<i>DSCO-EL4</i>	<i>Fifteen Years or more experience in position as a Civil Officer</i>	<i>\$22.07</i>	<i>\$22.29</i>	<i>\$22.74</i>

## Sheriff's Department Salary Tables - Hired PRIOR to January 1, 2009

### *Correction Officers Table*

<u>CORRECTIONS OFFICER'S SALARY SCALE</u>					
<u>Experience Level:</u>	<u>Salary Code:</u>	<u>Requirement:</u>	2013 Hourly Rate  (No increase from previous contract)	2014 Hourly Rate  1.00%	2015 Hourly Rate  2.00%
<i>Level 1</i>	CO-EL1	<i>New Hires up to successful completion of the Training School.</i>	\$15.88	\$16.04	\$16.36
<i>Level 2</i>	CO-EL2	<i>After Graduation from Training School</i>	\$16.68	\$16.85	\$17.18
<i>Level 3</i>	CO-EL3	<i>Four Years experience in position after graduation from Training School</i>	\$17.43	\$17.60	\$17.96
<i>Level 4</i>	CO-EL4	<i>Eight Years experience in position after graduation from Training School</i>	\$18.31	\$18.49	\$18.86
<i>Level 5</i>	CO-EL5	<i>Twelve Years experience in position after graduation from Training School</i>	\$19.24	\$19.43	\$19.82
<i>Level 6</i>	CO-EL6	<i>Sixteen Years or more experience in position after graduation from Training School</i>	\$20.20	\$20.40	\$20.81

**Sheriff's Department Salary Tables - Hired AFTER January 1, 2009 (10% less than hired PRIOR to 1/1/2009)**

*Correction Officers Tables*

<u>CORRECTIONS OFFICER'S SALARY SCALE</u>					
<u>Experience Level:</u>	<u>Salary Code:</u>	<u>Requirement:</u>	2013 Hourly Rate Previous Contract	2014 Hourly Rate 1.00%	2015 Hourly Rate 2.00%
Level 1	CO-EL1	New Hires up to successful completion of the Training School.	\$14.30	\$14.44	\$14.73
Level 2	CO-EL2	After Graduation from Training School	\$15.01	\$15.16	\$15.46
Level 3	CO-EL3	Four Years experience in position after graduation from Training School	\$15.69	\$15.85	\$16.16
Level 4	CO-EL4	Eight Years experience in position after graduation from Training School	\$16.48	\$16.64	\$16.98
Level 5	CO-EL5	Twelve Years experience in position after graduation from Training School	\$17.28	\$17.45	\$17.80
Level 6	CO-EL6	Sixteen Years or more experience in position after graduation from Training School	\$18.19	\$18.37	\$18.74

## Sheriff's Department Salary Tables - Hired PRIOR to January 1, 2009

### *Correction Sergeant Tables*

<i>CORRECTIONS SERGEANT'S SALARY SCALE</i>					
<i>Experience Level:</i>	<i>Salary Code:</i>	<i>Requirement:</i>	<i>2013 Hourly Rate  (No increase from previous contract)</i>	<i>2014 Hourly Rate  1.00%</i>	<i>2015 Hourly Rate  2.00%</i>
<i>Level 1</i>	<i>CO-EL1</i>	<i>New permanent appointee to the position after successful completion of Civil Service testing requirements</i>	<i>\$18.92</i>	<i>\$19.11</i>	<i>\$19.49</i>
<i>Level 2</i>	<i>CO-EL3</i>	<i>Five Years experience in position</i>	<i>\$20.76</i>	<i>\$20.97</i>	<i>\$21.39</i>
<i>Level 3</i>	<i>CO-EL4</i>	<i>Ten Years experience in position</i>	<i>\$21.80</i>	<i>\$22.02</i>	<i>\$22.46</i>
<i>Level 5</i>	<i>CO-EL5</i>	<i>Fifteen Years or more experience in position.</i>	<i>\$22.90</i>	<i>\$23.13</i>	<i>\$23.59</i>

**Sheriff's Department Salary Tables - Hired AFTER January 1, 2009 (10% less than hired PRIOR to 1/1/2009)**

***Correction Sergeant Tables***

<u>CORRECTIONS SERGEANT'S SALARY SCALE</u>					
<u>Experience Level:</u>	<u>Salary Code:</u>	<u>Requirement:</u>	2013 <i>Hourly Rate</i> <i>(No increase from previous contract)</i>	2014 <i>Hourly Rate</i> 1.00%	2015 <i>Hourly Rate</i> 2.00%
<i>Level 1</i>	CO-EL1	<i>New permanent appointee to the position after successful completion of Civil Service testing requirements</i>	\$17.03	\$17.20	\$17.54
<i>Level 2</i>	CO-EL3	<i>Five Years experience in position</i>	\$18.69	\$18.88	\$19.25
<i>Level 3</i>	CO-EL4	<i>Ten Years experience in position</i>	\$19.62	\$19.82	\$20.21
<i>Level 5</i>	CO-EL5	<i>Fifteen Years or more experience in position.</i>	\$20.62	\$20.83	\$21.24