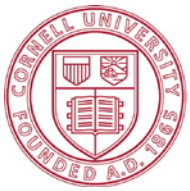

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SS
7123

CONTRACT

between

THE COUNTY OF WAYNE, NEW YORK

and

PROFESSIONAL SERVICE WORKERS, LOCAL 81382

IUE - CWA

January 1, 2004 - December 31, 2007

IUE-CWA

A Force for Working Families AFL-CIO

RECEIVED
JUN 13 2005
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

44

TABLE OF CONTENTS

ARTICLE	PAGE
Recognition	2
Association Security	2
Management Rights	5
Work Week	5
Work Load	6
Assignments	6
Salaries	7
Overtime	7
Other Compensation	8
Annual Leave	8
Holidays	10
Sick Leave	11
Leave of Absence	13
Bereavement Leave	13
Maternity Benefits	14
Health Insurance	14
Disability Insurance	19
Retirement Program	20
Promotion	20
Vacancies	20
Labor Management Conferences	21
Grievance Procedure	21
Counseling and Progressive Discipline	24
Separability and Construction	27
Compliance with Law	27
Child Protective Coverage	27
Employees Liability Insurance Coverage	29
Tuition Reimbursement	29

ARTICLE	PAGE
Health and Safety Committee	30
Examination Filing Fee	30
Memorandum of Agreement (Phone Stand-by)	30
Memorandum of Understanding	30
Authority to Close County Offices and Policy	30
Memorandum of Agreement (Cell phones)	31
Local Law Providing Defense and Indemnification	31
Appendix A – Salary Schedules and Longevity	36

RECOGNITION

SECTION 1.

The County hereby recognizes the IUE-CWA as the sole and exclusive negotiating agent for all employees within the following bargaining units: Unit I - Caseworkers; Unit II - Senior Caseworkers, Case Supervisors and Coordinator of Volunteer Services.

SECTION 2. OBLIGATIONS OF THE ASSOCIATION IUE-CWA

The IUE-CWA expressly agrees as a condition of the recognition contained in this article, not to discriminate with respect to representation among or between the employees of the bargaining unit, whether members of the IUE-CWA or not, or to engage in a strike, slow down or other work stoppage, not to instigate, encourage or condone the same.

SECTION 3.

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

SECTION 4.

The members of the bargaining unit shall be employees in the Department of Social Services with the following titles: Caseworker, Senior Caseworker, Case Supervisor, Coordinator of Volunteer Services and as otherwise agreed upon in writing.

SECTION 5.

As used herein in the Agreement, male pronouns include female, singulars also include plurals, and vice versa.

ASSOCIATION SECURITY

SECTION 1. WAGE DEDUCTIONS

The County shall deduct from the wages of employees within the bargaining unit regular membership dues and appropriate agency fees, and other authorized deductions, such as union insurance policies, for those employees who have signed the appropriate payroll deduction authorization(s) permitting such deduction(s). The County shall remit such monies deducted monthly to: The IUE-CWA Treasurer. The IUE-CWA hereby agrees to hold the County harmless for any and all damages it may sustain as a result of making the payroll deductions provided for in this article, unless attributable solely to the negligence of the County.

To assist its employees in making contributions to their Union's legislative organization, the Employer will make deductions for IUE COPE each pay period, from the wages of the Employees as they voluntarily authorize on forms provided for that purpose by IUE-CWA Local 81382. The weekly deductions shall be remitted by the Employer on a monthly basis no later that the fifteenth (15th) day of the month following the date deductions are made to the designated IUE COPE address. These remittances shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each such Employee. Employees who wish to cancel their authorization for payroll deductions will sign a card supplied by the Union for that purpose.

The Union shall indemnify and save harmless the Employer from any and all manner of claims, demands, suits, action or other forms of liability which may arise against the Employer out of or by reason of the deductions provided for this "check-off" article, the payment of the same to the Union or any other action taken or nor taken by the Employer.

SECTION 2. DISCRIMINATION

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

SECTION 3. ASSOCIATION BUSINESS

The IUE-CWA may designate a maximum of two (2) delegates to attend the international convention, district council meetings or IUE-CWA sponsored training conferences. There shall be allowed annually to the IUE-CWA a total of twelve (12) days leave with pay which shall be shared by such delegates. If an additional (2) days leave is needed, then IUE-CWA will reimburse the County the salary of the delegate(s) for those days. The President of the IUE-CWA shall file written notice in the Office of the Clerk of the Board of Supervisors ten days prior to the day upon which leave is to begin and shall specify the name(s) of the member(s) designated, date(s) requested and location of the function to be attended.

SECTION 4. BULLETIN BOARDS

The IUE-CWA shall have the right to post notice or other communication on existing County bulletin boards within the department of its members. The IUE-CWA, however, agrees that any item to be posted which is outside the realm of the business of the IUE-CWA shall be approved by the Chairman of the Board of Supervisors.

SECTION 5. FIELD REPRESENTATIVE

The IUE-CWA field representative may for the purpose of administering this agreement meet with members on the job, provided the appropriate supervisors are informed prior to such meeting and no inordinate interruption of work is caused by such meeting. The president and/or their designee will be permitted to meet with their International Representative (periodically) on County time, without loss of pay. It is understood that this provision will not be misused. Business will be conducted as expeditiously as possible.

SECTION 6. NEGOTIATING COMMITTEE

The IUE-CWA may designate four members to serve as a negotiating committee and such County employees shall be paid their regular salary while attending contract negotiating sessions in the event that same occur during normal working hours. Members of the negotiating committee shall be allowed four (4) hours time off with pay to attend one pre-negotiation meeting with their negotiator in the event that said meeting occurs during normal working hours.

SECTION 7.

The County will furnish the IUE-CWA with such information as it has in its possession regarding members of the IUE-CWA such as names, addresses, titles and work locations. It is understood that the obligation hereunder is subject to the technical ability of the data processing department to provide the various items of information. Such lists will be updated from time to time as changes occur which reasonably necessitate same.

SECTION 8. COPIES OF AGREEMENT

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

SECTION 9. ASSOCIATION REPRESENTATION

Officers and representatives shall be allowed to act as representatives in the handling of grievances and to perform other IUE-CWA duties. Reasonable time shall be allowed without loss of pay subject however to the operating efficiencies of the department and directions of the supervisory personnel.

MANAGEMENT RIGHTS

SECTION 1.

Except as expressly limited by other provisions of this agreement and statutory provisions, all of the authority, rights and responsibility possessed by the County are retained by it, 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 and departments; to administer the merit system as it applies, civil service provisions, examinations, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment, or transfer of employees pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class or position and to classify or reclassify and to allocate, reallocate new and existing positions in accordance to law; and to discipline or discharge employees in accordance with law and provisions of the Agreement.

SECTION 2.

The IUE-CWA recognizes that the management of the County, the direction of its employees, the determination of the number of employees it will employ, the right to hire, suspend, discharge, discipline, promote, demote, or transfer are vested in the County, subject, however to the provisions of the New York State Civil Service Law, grievance procedure contained herein, and other laws and rules which might be pertinent, but not in contravention thereof to the condition of this Agreement.

WORK WEEK

SECTION 1.

The normal work week shall be defined as Friday through Thursday, five work days with Saturday and Sunday off. The normal work week shall be thirty-five (35) hours, seven (7) hours per day. There shall be a one (1) hour unpaid lunch period.

SECTION 2.

The usual and customary hours of operation of the Department of Social Services as presently existing are not altered by this provision. It is intended that the professional nature of the services provided by the members of this unit necessitates flexibility within approved norms. The term "usual and customary" hours is not intended to include special summer hours.

SECTION 3.

When an employee's work day has made it impossible to allow time for a lunch period, the affected employee will be permitted to have the option to take compensation time for that period, or take the time off at the end of the work day.

SECTION 4.

It is understood that from time to time flexible work hours are necessary to provide for better service by the agency. When flexible hours are needed in a Department or part thereof, they will be given, provided prior approval has been granted, by the employee's immediate supervisor.

WORK LOAD

SECTION 1.

The County agrees to use its best efforts to achieve equal distribution of work load among employees performing similar work. Where areas of sustained work overload are alleged, a grievance may be initiated at stage two of the grievance procedure.

SECTION 2.

When any bargaining unit jobs have experienced significant changes from current job specifications and the IUE-CWA is dissatisfied, it shall have the opportunity to commence a grievance in Stage 3 of the Grievance Procedure.

SECTION 3.

When an employee attends an approved training session, conference, and/or workshop (either mandatory or voluntary) which, if you include travel time to and from the event, involves seven (7) hours of work, that employee will not be required to return to the office before 5:00 PM to finish the work day.

ASSIGNMENTS

SECTION 1.

The County shall not make lateral assignments in an arbitrary, capricious or discriminatory manner nor laterally assign an employee for the purpose of imposing a penalty upon him.

SECTION 2.

Except in the event of an emergency, no employee shall be required to work in a higher classification unless directed in writing by his/her Supervisor. An employee directed by supervision in writing to assume the duties of a higher classification for a period in excess of ten (10) consecutive

work days shall, effective upon the expiration of such period, commence receiving out-of-title pay for the duration of such assignment.

This provision is not intended to be applicable to:

A. "Stand-ins" for employees who are on annual leave.

B. During postings and approval time required by the contract.

SECTION 3.

Out-of-title pay shall be at the closest salary step in the grade in which the employee is doing the out-of-title work that would result in an increase as compensation for the out-of-title work.

SECTION 4.

An employee assigned out-of-title work in violation of Section 2 may seek relief under the Grievance Procedure.

SALARIES

During the term of this Agreement, salaries shall be paid in accordance with the schedule annexed hereto as Appendix A. Less than full time employees will be paid at "Hire Rate" regardless of length of service. Less than full time employees shall not be eligible for longevity payments.

OVERTIME

SECTION 1.

Compensatory time off shall be provided for overtime incurred in the necessary performance of duties which results in an extension of the usual work day, provided, however, that the total number of hours worked during the week in which the compensatory time is earned does not exceed 40 hours. Such compensatory time shall be taken upon the approval of the employee's supervisor.

SECTION 2.

All overtime scheduled by the department which exceeds a total paid time of over forty (40) hours in a week, shall be paid at one and one-half times the employee's regular hourly rate.

SECTION 3.

When an employee has completed his regular daily work, is released and then recalled for work, he shall be guaranteed a minimum of four hours of overtime at the time and one-half rate. (This call in time shall not be subject to first meeting the forty (40) hour minimum).

OTHER COMPENSATION

SECTION 1.

The mileage allowance for an employee using a personal vehicle in the performance of his/her duties shall be the rate the County adopts as the mileage allowance for employees, based on the IRS fixed mileage allowance.

SECTION 2.

a. The Department of Social Services shall designate those Unit employees who will be required to use their personal vehicles for client transport.

b. If an employee so designated provides minimum liability coverage of $300,000, the County shall, in return, reimburse up to $110.00 semi-annually, towards the difference in cost between Personal Use and Business Use coverage at the minimum required liability coverage level ($300,000).

c. Such payments shall become effective and payable on January 1 and July 1 of each year covered by this agreement contingent upon the submission of a paid claim voucher and insurance company receipt showing the difference in cost between the two coverages.

SECTION 3.

a. Voluntary participation in the County's deferred compensation plan.

b. Voluntary participation in the County's Flexible Spending Plan.

SECTION 4.

During the course of performing casework responsibilities, if the interior of an employee's car is soiled, notification will be given to the Commissioner of Social Services and Director of Personnel. Arrangements will be made to have the vehicle cleaned at the County Garage at no cost to the employee.

SECTION 5.

The County shall provide members of the unit flu shots on an annual basis. An annual TB test will be available to the members of the unit at no cost to the members of the unit. Members of the unit will not have to use leave time to receive the shot and/or the TB test..

ANNUAL LEAVE

SECTION 1.

a. Employees who have less than six (6) months of service on or after the effective date of this contract shall, upon completion of 13 bi-weekly pay periods of service, be credited with seven and one-

half days annual leave days. Thereafter, each such employee shall earn and accumulate annual leave credits at the rate of one-half day per bi-weekly pay period and be credited with one additional leave day on January 1st of each year for a maximum annual total of fourteen (14) leave days. An employee shall not earn annual leave credit for any bi-weekly pay period unless he/she is in full pay status for at least five work days during such bi-weekly pay period.

b. Upon completion of the following full years of continuous service, an employee will be credited on the employee's anniversary date of employment with the County, with additional annual leave in accordance with the following schedule:

Completed Years of Continuous Service	Additional Annual Leave Credits
5 years	5 days
10 years	10 days

c. A leave of absence or military leave without pay or a resignation followed by reinstatement or re-employment in County Service within one year following such resignation shall not constitute an interruption of continuous service for the purposes of subdivision (b).

d. An employee, during the calendar year may accumulate annual leave credits in excess of thirty (30) days. However, no accumulation of annual leave credits in excess of thirty (30) days shall be permitted to be carried over from one calendar year to another.

e. To the extent sick leave may be exhausted, an employee may request and use annual leave for purposes other than taking an annual leave.

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

g. Annual leave time may be taken in increments of 15 minutes.

SECTION 2.

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

b. Requests to use more than three (3) days of annual leave shall be responded to in writing within five (5) days after the notice is received, exclusive of Saturday, Sunday or holidays.

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

d. Requests to use one (1) day or less of annual leave may be made with less than twenty-four (24) hours notice.

SECTION 3.

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

Requests for the use of annual leave during the twenty (20) day period will be reviewed on a case by case basis and approval of such requests shall not be unreasonably denied.

Any employee who is laid off, resigns, retires, or is otherwise separated from the service of the County, shall receive annual leave pay for all of their accrued annual leave upon their separation from employment based on the employee's regular straight time hourly rate of pay in effect for the employee's regular job, on the last work day of the employee's employment.

SECTION 4.

In determining annual leave schedules, seniority shall be the determining factor when all other factors, including the needs of the County are considered equal among employees requesting the same time period for annual leave, provided the employees request the time on the same day.

SECTION 5.

Employees scheduled to work less than full time (70) hours per bi-weekly payroll period will not be entitled to earn annual leave under Section 1.

SECTION 6.

When an employee on annual leave becomes seriously ill or injured, (i.e. surgery, flu, etc.) and has proper medical verification, the employee will be permitted to convert those annual leave days to sick days.

HOLIDAYS

SECTION 1.

The following days shall be designated paid Holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day, Day following Thanksgiving Day, Christmas Day.

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

SECTION 2. HOLIDAY COMPENSATION

If an employee is required to work on a holiday, the employee shall be paid at twice his normal rate of such holiday.

SECTION 3.

Employees working eighty (80) hours or more per month, but less than full time, shall not be paid for holidays under Section 1.

SICK LEAVE

SECTION 1.

Absence from employment by an employee because of illness or disability shall be allowed as sick leave according to the provisions of this Article. Absence from employment because of illness or disability (including major surgery) to a member of an employee's family or household will be treated and allowed as sick leave upon permission of the department head and will not be unreasonably denied.

SECTION 2.

In the event of a compensable accident or illness where disability payments are made in accordance with the provisions of the New York State Compensation Act, the County shall be responsible to such employee for the amount of difference between the benefits paid him by the compensation insurance and the amount of pay to which he would have been entitled under regular sick leave pay and such payment shall continue until all sick leave time is exhausted. Furthermore, with regard to the foregoing, only that sick leave shall be charged to the employee as represented by the actual monies paid to him for the monetary value of his accumulated sick leave time.

SECTION 3.

a. An employee shall be entitled to earn sick leave at the rate of one-half working days per bi-weekly pay period. Accrued sick leave with pay, shall be granted to employees covered by this contract, after six (6) payroll periods of continuous service, at which time three days of sick leave shall be credited to each employee. An employee shall not earn sick day credits for any bi-weekly pay period unless he is in full pay status for at least five (5) work days during such bi-weekly pay period. Sick leave may be used in fifteen (15) minute segments.

b. Sick leave days shall be allowed to accumulate to a maximum of 190 days to be held as a credit for the employee for future sick leave use.

c. A maximum of five (5) days of accumulated sick leave in excess of 190 days as of January 1st of each year shall be converted to annual leave time at the employee's request.

d. If, after the first pay day in December, an employee has used five or less sick days for the previous twelve month period (12/1 –11/30), the County will allow the employee to either sell three (3) days to the County or convert three (3) days to annual leave. The payment will be made before Christmas and the adjustment to sick leave/annual leave time will be made after the first of the year. It will be the employee's choice to convert their sick time in this manner. An employee must maintain a balance of at least ten (10) sick days after the conversion.

SECTION 4.

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

SECTION 5.

Upon request of the department head the employee shall present a physician's certificate for any absence of more than three (3) days for which sick leave is requested. Where the illness or disability is of long duration, a physician's certificate will be required for each two week period of absence from employment for which sick leave is requested.

SECTION 6.

Where an employee because of illness or disability is required to remain away from his employment beyond his earned sick leave days, he or a person on his behalf may petition by letter to the Board of Supervisors for additional sick leave consideration and it shall be within the sole discretion of the Board to affirm or deny such petition. This request will not be unreasonably denied.

SECTION 7.

Employees scheduled to work less than full time (70 hours per bi-weekly payroll period) will not be entitled to earn sick leave credits under Section 3.

SECTION 8.

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

SECTION 9.

Any employee who is absent from work because of weather conditions when County Offices have not been closed by the Chairman of the Board of Supervisors, will be allowed to use sick time, personal leave time or annual leave time to cover such absence.

LEAVE OF ABSENCE

Leave of absence without pay may be permitted upon written request to the department head and upon three days notice except that prior notice will not be required in an emergency situation. Leave shall not be unreasonably denied.

BEREAVEMENT LEAVE

SECTION 1.

a. Any employee covered under this agreement shall be granted up to a maximum of five (5) working days, four of which must be consecutive (working days), with pay, due to the death of a parent, spouse, child, person occupying the position of parent, brother, sister, grandparent, spouse's grandparent, grandchildren, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, or sister-in-law or a person who is an actual member of the employee's household. The fifth day may be held in reserve to attend a spring burial or will reading. (Example: Thurs., Fri., Mon., Tues., Wed.).

SECTION 2.

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

The one day granted will be compensated at the rate of the employee's regular day's pay. Should employees desire to utilize three (3) days under this section, they will be permitted to use sick leave in the amount to allow for three (3) days leave, if so requested.

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

SECTION 3.

Employees scheduled to work less than full time (70 hours per bi-weekly payroll period) will not be entitled to bereavement leave under Section 1 and 2.

SECTION 4.

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

MATERNITY BENEFITS

SECTION 1. An employee may use any accumulated annual leave, sick leave or compensatory time credits during maternity leave.

SECTION 2. An employee has the right to be reinstated in a position with the same job title in accordance with the provisions of the New York State Civil Service Law and Wayne County Civil Service Rules.

SECTION 3. Maternity leave shall not exceed one (1) year, from the initial date of disability as determined by a physician, which shall include paid and unpaid time.

SECTION 4. Once the Family Medical Leave Act benefits have been exhausted, the employee will be allowed to remain in the health insurance program at group rates during the unpaid portion of the maternity leave, provided that she/he pays the County the full cost of her/his health insurance.

SECTION 5. In the event of an employee legally adopting a child, the employee, upon written request, shall be granted a leave not to exceed one (1) year, which shall permit use of earned credits (excluding sick leave) and unpaid leave.

HEALTH INSURANCE

SECTION 1.

a) The County shall provide each employee covered under this contract with the choice of either:

1. The Wayne County Health Care Plan Traditional Program (Traditional Plan);

2. The Wayne County Health Care Plan Point-of-Service Program including Dental (DHP 15) $15.00 Co-pay. Dental coverage shall cease upon the employees retirement or severance from County service regardless of date of hire;

3. The Blue Choice Select Health Care Plan (Blue Select) $15.00 Co-pay. Only employees whose Blue Select Primary Physician refuses to participate in the DHP15 shall be allowed to either convert to, as hereinafter provided in Section 1(b)(2) or remain in the Blue Select Program. 4. Effective July 1, 1998 all health care plans (retiree and active) containing a $5.00 co-pay prescription rider for brand name drugs shall convert to a $10.00 co-pay rider for brand name drugs.

b) The County will continue to provide Health Care coverage for employees currently enrolled in the Wayne County Health Care Plan Point-of-Service Program including Dental (DHP 5) $5.00 Co-pay or in Blue Choice Health Care Plan (Blue Choice) $5.00 Co-pay subject to the following:

1. All Employees currently insured through DHP5 co-pay Plan, shall convert to the DHP15 co-pay Plan at the next available window date. The conversion from DHP5 to DHP15 shall be irreversible.

2. All employees currently insured through Blue Choice shall convert to either Blue Select or DHP15at the next available window date. Employees insured through Blue Select shall have the option to switch to DHP15 during any open transfer period established by the County. If an employee wants to change plans effective January 1st of any given year, he/she must notify the Personnel Office no later than October 15th. This opportunity will be in addition to the annual window period. It will be the employee's responsibility to initiate this option. It will not be advertised by the County. An employees election to switch enrollment to DHP15 shall be irreversible.

3. All Employees currently insured through the Traditional Medical Plan, shall be allowed to remain in the plan, but the County will cap their maximum contributions at the following amounts: $1023/month for a Traditional Family Plan; $956/month for a Traditional 2-Person Plan; and $538/month for a Traditional Single Plan. All future premium increases must be absorbed by the employee. The Traditional Plans shall be closed to any new entries. An employee enrolled in the Traditional Plan shall have the option to switch over to DHP 15 during any open transfer period established by the County, this decision is irreversible.

4. All new employees must go into Doctors Health $15 co-pay Plan and contribute 20% for a family plan or 10% as a single plan.

c) Effective July 1, 1998 the definition of dependent child covered by the Traditional Plan shall be changed from "any unmarried dependent child of yours who is under 26 years of age and resides with you" to "any unmarried dependent child of yours who is under 24 years of age and resides with you."

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

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

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

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

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

4. All new employees covered by this agreement on less than full pay status after March 31, 1977 will have fifty percent (50%) of a single contract plus twenty-five (25%) of the additional cost of a family contract (if required) paid for by the County.

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

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

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

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

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

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

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

12. If an employee and his/her spouse both work for the County and at the time of retirement are enrolled in a county sponsored family plan which covers dependent children, both employees

unused sick leave credits may be applied to the plan as long as the aggregate monthly contribution does not exceed 80%. An individual's ability to use his/her credits shall cease upon the individual's death. The family plan will automatically convert to single plans when coverage for dependent children ends with each employee using the balance of his/her unused credits towards his/her single plan.

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

SECTION 2.

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

b. The surviving un-remarried spouse of a County employee who retires after January 1, 1986 and who was receiving full paid health insurance at time of death may remain in the group at his/her own expense provided, however, that the individual complies with the payment and reporting procedures established by the County. It will be the individual's responsibility to initiate the request for participation in the Group.

c. All new employees on full pay status after March 31, 1977 who shall have been in the continuous employ of the County for at least ten (10) consecutive years prior to retirement and who are 55 years of age and older and are, at the time of retirement, members of the Health Insurance Plan will be allowed to remain in the Group at their own expense provided, however, they comply with the payment and reporting procedures established by the County.

d. All employees on full pay status who were hired after March 31, 1977 who have chosen to participate in this program and who shall have been in the continuous employee of the County for at least ten consecutive years prior to retirement and who shall retire from the County under a NYS Retirement plan on or after January 1, 2001 and who at the time of retirement were members of the County health insurance plan shall be entitled to apply the cash value of his/her accumulated unused sick leave (maximum of 190 days/1330 hours for a 35 hours workweek) to his/her medical insurance premium payments upon reaching the age of 55. The cash value of accumulated sick leave shall be equal to the number of hours credited to the employee on the date of retirement multiplied by the employee's job rate plus longevity (stipends and/or shift differential will not be used in the calculation).

The employee may apply this credit towards monthly premiums at any rate up to the County's rate of contribution at the time of retirement (90% for a single plan; 80% for a family plan). At the employee's request, application of the cash value may be deferred until such time as the employee shall notify the County that he/she wishes to have the application made. The credit can only be used towards the cost of a County sponsored health care plan and shall cease upon the death of the employee.

SECTION 3. WAYNE COUNTY SELF-INSURED HEALTH CARE PROGRAM

a. Effective April 1, 1981, or as soon thereafter as feasible, the County will put in place a self-funded Health Care Program with benefits equal to or better than the current Blue Cross/Blue Shield Blue Million Preferred Plan including all riders and "x-ray" and "Drug" riders.

b. On each anniversary date thereafter, the Blue Cross/Blue Shield Program referred to above will be analyzed and any improvements tracked will be included in the Wayne County Program.

c. Employees who are retired or who subsequently retire from the County service and are eligible for Health Insurance shall receive benefits at least equal to the scale of benefits at the time of retirement.

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

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

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

SECTION 4. GHI DENTAL PLAN

a. Effective no later than March 1, 1988 the County shall make available the GHI Spectrum 2000 Dental Plan to all permanent full time employees covered by this agreement.

b. The premium costs for this insurance coverage shall be paid as follows:

1. All permanent full time employees covered by this agreement shall contribute $2.50 per month through payroll deduction towards the cost of the plan.

2. Any increase in premium rates over the current premium of $5.33 per month shall be shared equally by the County and the participating employee.

3. An employee's coverage under this insurance plan shall cease with the termination of his/her employment with the County regardless of age, years of services or reason for termination.

4. Permanent employees covered by this agreement who are employed with the County on a less than full time basis (35 hours per week) may participate in the plan provided they pay the full cost of the premium to the County.

5. Participation in the GHI Dental Plan shall be voluntary.

SECTION 5. HEALTH INSURANCE INCENTIVE

If an employee chooses not to participate in either the negotiated health plan or HMO for a full fiscal year, the employee shall be paid $300.00 single, $500.00 family each year. Proof of other insurance will be required. The payment will be made in a lump sum during the month of December and pro-rated as necessary. If circumstances change concerning an employee's medical insurance the payment will be pro-rated for the year. Employees will be allowed to join the Group at any time, if necessary.

Employee's whose spouse either works for the County or is covered by a family plan elsewhere will be reimbursed at the single rate.

SECTION 6.

If for some unknown reason, the Wayne County Health Care Plan Trust were to dissolve, the County realizes its obligation to enter into negotiations regarding health care benefits for covered IUE employees.

DISABILITY INSURANCE

Effective no later than July 1986, the County shall cause to be implemented New York State Disability Insurance coverage for all employees covered by this agreement who are regularly scheduled to work a minimum of eighty (80) hours per month or more. Employees shall be required to contribute $.50/week ($1.00 per payroll period; $26.00 per year) to the cost of the insurance. Use of sick leave in conjunction with receipt of disability payment shall be in accordance with Section 2 of the current Sick Leave Article.

RETIREMENT PROGRAM

The County shall provide under the New York Retirement System the non-contributory twenty year career plan (Section 75-I) with guaranteed minimum death benefit, prior purchase option and unused sick leave riders to those employees eligible to participate.

Employees joining before July 1, 1973:	Tier # 1
Employees joining after July 1, 1973:	Tier # 2
Employees joining after July 1, 1976:	Tier # 3
Employees joining after September 1983:	Tier # 4

PROMOTION

SECTION 1.

When an employee is promoted to a job title having a higher salary rate, he shall, upon promotion, be paid the salary step in the higher pay group which is at least equal to the next step in his old title.

SECTION 2.

Any bargaining unit employee may refuse a promotion without prejudice and shall not be treated arbitrarily, capriciously or discriminatory with regard to any future appointments, assignments or promotions.

VACANCIES

SECTION 1. POSTING

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

SECTION 2. APPLICATIONS

When such vacancies are posted as provided herein, employees who wish to be considered for appointment to such vacancies shall be allowed to fill application therefore with the County, provided, however, that such notice must be filed within fifteen (15) days following the announcement of the vacancy.

SECTION 3.

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

SECTION 4.

All job classifications will be filled in accordance with existing Wayne County Civil Service Rules and Regulations where applicable.

SECTION 5.

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

LABOR MANAGEMENT CONFERENCES

SECTION 1.

The IUE-CWA may designate three members to serve as representatives. Members so designated shall be allowed to attend such conferences and perform such reasonable duties as are necessitated thereby without loss of pay.

SECTION 2.

Labor Management Conferences shall be for a discussion of important matters such as, but not limited to the maintenance and improvement of harmonious and cooperative relations, discussions or procedures for avoiding future grievances, and policy questions arising out of the administration of this Agreement.

a. The IUE-CWA shall request a conference at least two weeks prior to the holding of such a conference.
b. The County shall be represented by the Commissioner or his/her designee and may also be represented by a member of the Board of Supervisors and the Personnel Officer.

GRIEVANCE PROCEDURE

SECTION 1. DECLARATION OF POLICY

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

SECTION 2.

As used herein, the following terms shall have the following meanings:

A. "County" means the County of Wayne.

B. "Employee" means any person covered by the bargaining unit.

C. "Supervisors" means persons, regardless of title, who are assigned to exercise a level of supervisory responsibility over employees.

D. "Commissioner" means the Commissioner of the Social Services Department or his designee.

E. "Grievance" means any claimed violation, misinterpretation, or inequitable application of the specific express terms of this agreement or any existing law, or any existing rule, procedure, regulation, administrative order, or work rule of the County.

F. "Grievant" means employee and/or the Wayne County Association of Professional Service Workers IUE-CWA.

G. "Days" shall mean business days.

SECTION 3.

(A) The first stage of procedure shall consist of the Grievant's presentation of his grievance in writing to his immediate supervisor who shall, to the extent necessary or appropriate, consult with and permit the Grievant to consult with any of his higher ranking supervisors in direct line below the level of the department head or his designated representative. Discussion and resolution of grievance in the first stage shall be in writing. A written response shall be made within ten (10) days from the receipt of the grievance. Group grievances should be presented in the first instance to the lowest ranking supervisor common to all Grievants in the group.

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

SECTION 4.

The second state is the final departmental handling of a grievance. If a grievance is not satisfactorily settled at the first stage, the Grievant may request a review and determination thereof by the Head of the Department or his designated representative. The Head of the Department or his designated representative shall on request of the Grievant hold an informal hearing within three business days at which time the Grievant may appear and present oral statements. The final determination of such grievance shall be made by the Head of the Department or his designated representative in writing within ten (10) business days of the submission of the grievance at the second stage or from the date of informal hearing, if one is held.

SECTION 5.

If the determination made at the second stage is not satisfactory to the Grievant, he shall make written request for review within ten business days from the determination at the second stage and file a copy of request with the Clerk of the Board of Supervisors of the County of Wayne and the department head involved with said matter at the second stage. Within ten business days thereafter the Grievance Committee of the Board of Supervisors shall grant a hearing upon three days notice to the Grievant, at which time the Grievant and the department head may present oral and written statements and witnesses. A written finding shall be made within five days after the hearing by the Committee and transmitted to the Grievant.

SECTION 6.

If a satisfactory solution is not reached, then the Grievant and/or his representative shall make a request for arbitration within thirty (30) business days from the determination at the third stage. A copy of said request shall be filed with the Clerk of the Board of Supervisors. Upon receipt of said request the County and the Grievant shall agree upon an arbitrator, or if the parties cannot agree then an application shall be made to the New York State PERB for a list of five (5) arbitrators. Within seven (7) business days of the receipt of the aforementioned list the County and the Grievant shall alternatively reject one name until one name remains on the list. The remaining arbitrator shall then hear the matter.

SECTION 7.

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

SECTION 8.

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

SECTION 9.

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

SECTION 10.

A Grievant and his IUE-CWA representative shall be allowed such time off from his regular duties as may be necessary and reasonable for the processing of a grievance adopted pursuant to this Agreement without loss of pay or annual leave or other time credits.

SECTION 11.

In the event that a grievance arises out of a disciplinary action or other decision by the employee's immediate supervisor, then the grievance may, at the option of the employee, be reduced to writing and proceeding commenced at the second stage as provided herein.

COUNSELING AND PROGRESSIVE DISCIPLINE

The purpose of this section is to provide prompt, equitable, and efficient counseling and discipline procedures. Both parties to this agreement recognize the importance of counseling and the principle of progressive, constructive, and corrective discipline.

The parties also recognize that employee problem areas shall be addressed whenever possible in the evaluation, supervisory conference, and informal and formal counseling process.

The County shall follow a policy of progressive discipline whenever appropriate. The County agrees that all such proceedings will be conducted with dignity toward the involved employee. All information resulting from counseling and disciplinary procedures will be confidential, except as provided by law and where operationally necessary.

SECTION 1.

The following procedures shall apply to all permanent competitive employees, and permanent non-competitive employees (with more than 6 months of continuous service).

SECTION 2.

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

SECTION 3.

The County may in its sole discretion omit any of the following procedures if a determination is made that an employee's continued presence on the job would be disruptive to the normal course of business or threaten the safety of fellow employees or the public.

SECTION 4.

No employee covered under Section 1 shall be disciplined or discharged without just and sufficient cause.

SECTION 5.

Informal Counseling Procedure: Whenever possible, verbal discussion of a deficiency shall occur between the immediate supervisor and the employee prior to the commencement of a formal counseling procedure as hereinafter set forth. Status of such discussion shall be revisited in 30 days.

Formal Counseling Procedure: Whenever possible, in the event of unsatisfactory performance, a discussion will be held with the employee. The discussion shall be documented and placed in the employee's personnel file. The record shall describe the deficiencies discussed, indicate what improvement is expected, contain a plan to correct the deficiency, and contain a notice to the employee that further continued unsatisfactory performance will result in formal disciplinary action. A review of progress will be held with the employee, after a reasonable period of time, but no later than sixty (60) days thereafter. This record will be placed in the employee's personnel file and a copy given to the employee. The Union shall be notified of the counseling interview at the same time.

SECTION 6.

Disciplinary action may consist of written reprimands, suspensions without pay for periods not to exceed sixty (60) calendar days, fines not to exceed $200, to be deducted from the salary or wages of the employee in installments, loss of accrued leave credits, demotions in grade and title and dismissals from the service, and may be imposed only for incompetence or misconduct.

The term "investigatory interview" shall be defined to mean the questioning of an employee who, at the time of such questioning, appears to be a likely target for disciplinary action.

Prior to disciplining an employee, the department head or his/her designee shall (in writing) summon the employee, with forty-eight (48) hours of advance notice whenever possible and appropriate, to an investigatory interview.

The notice shall inform the employee that she/he is entitled to Union representation at the interview. Simultaneously, the Union shall receive notice of the interview, including the name of the employee, type of interview which is to be conducted, and the date, time, and place of the interview.

During the investigatory interview, the employee shall be given a full opportunity to respond to the allegations and shall be allowed consultation with Union representatives. The Union shall have the right to speak on behalf of the employee.

If discipline is pursued, a statement summarizing the contents of the investigatory interview shall be provided to the employee within 15 working days following the interview. The employee shall have the right to rebut in writing, for placement in the personnel file, any allegations or material of an adverse nature for any disciplinary action taken by the County.

If following the investigatory interview, the department head or his/her designee determines that the allegations made are substantially correct and that disciplinary action is to be taken, the following procedures shall be followed:

(1) The employee shall be given notice of discipline which shall contain the reason for the discipline or discharge, including a description of the alleged acts or conduct, and the dates, times, and places such acts occurred, whenever possible. The notice shall also include the penalty being imposed.

(2) A copy of the notice shall be simultaneously given to the Union. Service shall be given personally to the employee or by certified mail.

SECTION 7.

An employee, alleging that the disciplinary action taken was without just and sufficient cause, shall have full recourse to the grievance procedure commencing at Second Stage of the Grievance Procedure, providing that such grievance is filed within ten (10) business days following receipt of the notice of discipline. After an employee has filed a grievance regarding a pending disciplinary action, the employee shall have the right to request discovery from the County and/or a bill of particulars regarding said charges.

A grievance relating to suspension without pay or discharge shall be filed with the Clerk of the Board of Supervisors.

The pendency of the grievance under this Section shall not restrict the County's right to take the action being contested by the employee.

SECTION 8.

Remedy. If an employee is improperly subjected to an interrogation in violation of the provisions of this agreement, an arbitrator appointed pursuant to the collective bargaining agreement shall have the authority only to exclude information obtained thereby or other evidence derived solely through such interrogation. The County shall have the burden of proof to show that, upon the preponderance of the evidence, evidence introduced was not derived solely by reason of such interrogation and was obtained independently from the statements or evidence so provided by the employee.

SECTION 9.

Burden of proof. In all disciplinary proceedings, the employee shall be presumed innocent until proven guilty, and the burden of proof on all matters shall rest upon the employer. Such burden of proof, even in serious matters, which might constitute a crime, shall be preponderance of the evidence on the record and shall in no case be proof beyond a reasonable doubt.

SEPARABILITY AND CONSTRUCTION

SECTION 1.

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

SECTION 2.

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

SECTION 3.

In the event that any part of this Agreement is made inoperative as provided in Section 1 hereof, then the parties agree to meet within thirty days to renegotiate the negated provisions.

SECTION 4.

In the event of a reorganization of the department, the County shall negotiate the impact of such reorganization.

COMPLIANCE WITH LAW

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

DURATION

This contract shall continue in full force and effect for a period of thirty-six (36) months commencing January 1, 2001 and ending December 31, 2003.

CHILD PROTECTIVE COVERAGE

SECTION 1.

Assignments for stand-by necessitated by the requirements of the laws relating to child protective services and the regulations of the State Department of Family Assistance - Office of Children & Family Services shall be made from personnel within the bargaining unit who have attended

CPS Core Training, CPS On-Call Training, or comparable training and whose participation has been approved by the Commissioner and Director of Services in consultation with the CPS Supervisor.

Filling the monthly calendar for coverage will be the responsibility of the CPS Supervisor and CPS Senior Caseworkers. If there are vacancies at the end of the sign up period, CPS Supervisory staff will conduct a blind draw of all caseworkers eligible for coverage who do not have a serious scheduling conflict. The caseworker chosen for coverage will be excluded from future draws until everyone has been selected from the eligible pool.

NOTE: Wording was changed from CPS staff to those eligible for pool to conform to the eligibility established in first paragraph.

SECTION 2.

Effective July 1, 1997 employees assigned to stand-by duty shall receive compensation as follows:

Week Nights	$23.00 per shift	16 hours
Weekends	$25.00 per shift	12 hours
Holidays	$33.00 per shift	12 hours

There shall be two shifts at the Holiday Rate for Martin Luther King Day, Presidents' Day, Memorial Day, Labor Day, Columbus Day, Election Day and Veterans' Day. The first holiday shift begins the evening before the observed holiday.

For Independence Day, Christmas Day and New Year's Day there shall be three shifts at the holiday rate when the holiday falls on a week day and four shifts at the holiday rate when the holiday falls on a weekend. The first holiday shift begins the evening before the holiday or the first scheduled day off.

For the Thanksgiving holiday there shall be four shifts (total) of holiday rate. The holiday shifts begin at 5:00 p.m. the evening before Thanksgiving and end at 5:00 p.m. the day after.

These rates remain in effect for the duration of the contract period effective January 1, 1998.

SECTION 3.

After hours coverage caseworkers shall be eligible to accumulate compensatory time for any time worked beyond the taking and/or reviewing of a new registry report as long as such time worked is a minimum of 18 minutes in accordance with the current Department compensatory time policy.

The CPS Supervisor and the CPS Senior Caseworkers, who are consulted on an after hours call, shall be eligible to receive compensatory time as long as such time worked is a minimum of 18 minutes in accordance with the current Department compensatory time policy.

SECTION 4.

Field work necessitated hereunder shall be compensated in accordance with the provision for overtime pay in the event of call-in.

EMPLOYEES LIABILITY INSURANCE COVERAGE

The County shall provide defense and indemnification of unit employees pursuant to Wayne County Local Law No. 6-1985.

TUITION REIMBURSEMENT

SECTION 1.

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

SECTION 2.

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

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

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

SECTION 3.

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

HEALTH AND SAFETY COMMITTEE

The County agrees that the Union shall have a representative on the Health and Safety Committee already established by the County. The Committee shall meet by mutual agreement, but not less than six (6) times a year on odd numbered months for the purpose of jointly investigating and reviewing health and safety conditions and practices. Employee members of the Health and Safety Committee may attend meetings of the Committee during normal working hours without loss of time or pay.

EXAMINATION FILING FEE

The County agrees that employees of this bargaining unit are exempt from the mandated Civil Service examination filing fee on promotional or open competitive examinations for Senior Caseworker and Case Supervisor and any other examination that may be considered promotional.

MEMORANDUM OF AGREEMENT

Phone stand-by duty will mean that the employee will be at a home phone or will keep an answering service informed as to where he can be reached or such that the employee will be able to respond to the Central Registry call within thirty (30) minutes.

MEMORANDUM OF UNDERSTANDING

The Commissioner will meet with IUE-CWA representatives in a Labor-Management Conference to clarify the ability of the Agency under current procedures to grant compensatory time for pre-approved client related appointments and/or scheduled activities that fall outside the normal work hours on the same or following day that it is earned.

AUTHORITY TO CLOSE COUNTY OFFICES AND POLICY

Board of Supervisors Resolution # 36(76)

Resolved, that the Chairman of the Board of Supervisors, or any member of the Board of Supervisors appointed by the Chairman to act in his absence, is hereby authorized to empower to close all County Offices, except those offices required to be kept open by law or by the necessity of

having such office open on a twenty-four hour basis, because of inclement weather or any emergency, and be it further.

Resolved, that any employee who is absent from work because of weather conditions, when County Offices have not been closed by the Chairman of the Board of Supervisors, will be allowed to use a sick day, a personal leave day or a annual leave day to cover such absence.

MEMORANDUM OF AGREEMENT

One cellular phone shall be made available to each Team by June 1, 1995. Procedures for use and distribution shall be developed by Management subject to review and comment by the IUE-CWA.

The County agrees to provide an Employee Assistance Program at no cost to the employee. A joint committee consisting of Union and Management Representatives shall be used to review proposals and make a recommendation to the Personnel Committee.

Any newly created job title that may be within the community of interest of IUE-CWA shall be made known to the IUE-CWA by the County.

Provisions will be made to incorporate any salary grade changes agreed to by the parties as a result of the independent salary study.

LOCAL LAW PROVIDING DEFENSE AND INDEMNIFICATION FOR COUNTY OFFICERS AND EMPLOYEES (LOCAL LAW NO 6-1985)

BE IT ENACTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF WAYNE, as follows:

Section 1. As used in this local law, unless the context otherwise requires;

a. "County" shall mean the County of Wayne;

b. "Board of Supervisors" shall mean the Board of Supervisors of the County of Wayne;

c. "County Attorney" shall mean the County Attorney of the County of Wayne;

d. "Employee" shall mean any person holding a position by election, appointment, or employment in the service of the County, whether or not compensated, or a volunteer expressly authorized to participate in a County sponsored volunteer program, but shall not include the Sheriff of the County or

an independent contractor. The term "employee" shall include a former employee, his estate or judicially appointed personal representative.

Section 2.

a. Upon compliance by the employee with the provisions of section four of this local law, the County shall provide for the defense of the employee in any civil action or proceeding in any state or federal court arising out of any alleged act or omission which occurred or allegedly occurred while the employee was acting within the scope of his public employment or duties. This duty to provide for a defense shall not arise where such civil action or proceeding is brought by or on behalf of the County.

b. Subject to the provisions set forth in paragraph (a) of this section, the employee shall be entitled to be represented by the County Attorney, except that the employee shall be entitled to be represented by private counsel in any civil judicial proceeding as follows:

(i) Whenever the County Attorney determines, based upon an investigation and review of the facts and circumstances of the case, that representation by the County Attorney would be inappropriate; or

(ii) Whenever the County Attorney determines, based upon an investigation and review of the facts and circumstances of the case, that representation by the County Attorney would be inadvisable due to the unavailability of resources in the County Attorney's Office; or

(iii) Whenever a court of competent jurisdiction, upon proper motion or by a special proceeding, determines that a conflict of interest exists and that the employee is entitled to be represented by private counsel; or

(iv) Where such representation by private counsel is approved by act of the Board of Supervisors.

Where an employee is entitled to representation by private counsel pursuant to Subparagraph (I), (ii), or (iii) hereof, the County Attorney shall notify that employee in writing of such determination and shall so certify in a communication to the Board of Supervisors. Where the Board approves such representation, it shall designate the private counsel to be retained. Upon approval by the Board of Supervisors, the Clerk of the Board shall notify the employee in writing of such determination. Reasonable attorney's fees and litigation expenses shall be paid by the County to such private counsel from time to time during the pendency of the civil action or proceeding, subject to audit and approval by the Board of Supervisors. The County Attorney may require, as a condition to payment of the fees and expenses of such representation, that appropriate groups of such employees be represented by the same counsel.

c. Any dispute with respect to representation of multiple employees by a single counsel or the amount of litigation expenses or the reasonableness of attorney's fees shall be resolved by the court upon motion or by way of a special proceeding.

d. Where the employee delivers process and a written request for a defense to the County Attorney in accordance with section four of this local law, the County Attorney shall take the necessary steps on behalf of the employee to avoid entry of a default judgment pending resolution of any question pertaining to the obligation to provide for a defense.

Section 3.

a. The County shall indemnify and save harmless its employees in the amount of any judgment obtained against such employees in a state or federal court, or in the amount of any settlement of a claim, provided that the act or omission from which such judgment or claim occurred while the employee was acting within the scope of his public employment or duties; provided further that in the case of a settlement the duty to indemnify and save harmless shall be conditioned upon the review and approval of the form and amount of the settlement by the Board of Supervisors. Nothing in this local law shall be construed to authorize or require the county to indemnify and save harmless an employee with respect to a settlement not so reviewed and approved by the Board of Supervisors.

b. Except as otherwise provided by law, the duty to indemnify and save harmless prescribed by this local law shall not arise where the injury or damage resulted from intentional wrongdoing or recklessness on the part of the employee.

c. Nothing in this local law shall authorize the County to indemnify or save harmless an employee with respect to punitive or exemplary damages, fines or penalties, or money recovered from an employee pursuant to Section 51 of the General Municipal Law; provided, however, that the County shall indemnify and save harmless its employees in the amount of any costs, attorneys' fees, damages, fines or penalties which may be imposed by reason of an adjudication that an employee, acting within the scope of his public employment or duties, has, without willfulness or intent on his part, violated a prior order, judgment, consent decree or stipulation of settlement entered in any state or federal court.

d. Upon entry of a final judgment against the employee, or upon the settlement of the claim, the employee shall serve a copy of such judgment or settlement, personally or by certified or registered mail within thirty (30) days of the date of entry or settlement, upon the County Attorney; and if not inconsistent with the provisions of this local law, the amount of such judgment or settlement shall be paid by the County upon audit and approval by the Board of Supervisors.

Section 4.

The duty to defend or indemnify and save harmless prescribed by this local law shall be conditioned upon: (i) delivery by the employee to the County Attorney of a written request to provide the employee's defense together with the original or a copy of any summons, complaint, process, notice, demand or pleading within five (5) days after the employee is served with such document, and (ii) the full cooperation of the employee in the defense of such action or proceeding and in defense of any action or proceeding against the County based upon the same act or omission., and in the prosecution of any appeal.

Section 5.

The benefits of this local law shall inure only to employees as defined herein and shall not enlarge or diminish the rights of any other party nor shall any provision of this section be construed to affect, alter or repeal any provision of the Workers' Compensation Law.

Section 6.

This local law shall not in any way affect the obligation of any claimant to give notice to the County under Section 50-e of the General Municipal Law, Section 52 of the County Law, or any other provision of law.

Section 7.

The provisions of this local law shall not be construed to impair, alter, limit or modify the rights and obligations of any insurer under any policy of insurance.

Section 8.

Except as otherwise specifically provided in this local law, the provisions of this local law shall not be construed in any way to impair, alter, limit, modify, abrogate or restrict any immunity to liability available to or conferred upon any employee or any right to defense or indemnification provided for any employee by, in accordance with, or by reason of, any other provisions of state or federal statutory or common law.

Section 9.

If any provision of this local law or the application there to any person or circumstance be held unconstitutional or invalid in whole or in part by any court, such holding of unconstitutionality or invalidity shall in no way affect or impair any other provision of this local law or the application of any such provision to any other person or circumstance.

Section 10.

The provisions of this local law shall apply to all actions and proceedings pending upon the effective date thereof or thereafter instituted.

Section 11.

This local law shall take effect upon filing in the Office of the Secretary of State as provided by Section 27 of the Municipal Home Rule Law of the State of New York.

WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO EXECUTED THIS AGREEMENT BY THEIR DULY AUTHORIZED OFFICERS THIS 9th, DAY OF November, 2004

Marvin E. Decker, Chairman
WAYNE COUNTY BOARD OF SUPERVISORS

Adrienne Russo, President
LOCAL 382, PROFESSIONAL SERVICE WORKER

NEGOTIATING TEAM:

Kim Park
COUNTY ADMINISTRATOR

Jean Zimber 11/3/04
Jean Zimber, IUE-CWA REPRESENTATIVE

APPENDIX A

2004 – 3% INCREASE	HIRE RATE	#1	#2	#3	JOB RATE
Caseworker	$ 17.205	$ 19.142	$ 19.976	$ 20.394	$ 20.755
Senior Caseworker	18.619	21.045		21.354	22.073
Case Supervisor	20.447	22.280		23.162	23.884
2005 – 3% INCREASE					
Caseworker	$ 17.721	$ 19.716	$20.575	$ 21.006	$ 21.377
Senior Caseworker	19.178	21.676		21.995	22.735
Case Supervisor	21.060	22.948		23.856	24.600
2006 – 3% INCREASE					
Caseworker	$18.253	$20.307	$21.192	$21.636	$22.018
Senior Caseworker	19.763	22.327		22.654	23.417
Case Supervisor	21.692	23.637		24.572	25.338
2007 – 3% INCREASE					
Caseworker	$18.800	$20.916	$21.828	$22.285	$22.679
Senior Caseworker	20.346	22.996		23.334	24.120
Case Supervisor	22.342	24.346		25.309	26.098

Longevity shall be paid according to the following schedule:

For purposes of calculating overtime, longevity payments will be included in the hourly rates.

LONGEVITY SCHEDULE

	2004	2005	2006	2007
After 5 years	350	350	350	350
After 7 years	550	550	550	550
After 10 years	950	950	1000	1000
After 13 years	1200	1200	1250	1250
After 16 years	1450	1450	1500	1500
After 20 years	1700	1700	1750	1750
After 25 years	2000	2000	2250	2250