



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Washington, County of and Municipal Center Unit, CSEA Local 1000, AFSCME, AFL-CIO, Washington County Local 858 (2008)**

Employer Name: **Washington, County of**

Union: **Municipal Center Unit, CSEA, AFSCME, AFL-CIO**

Local: **Washington County Local 858, 1000**

Effective Date: **01/01/08**

Expiration Date: **12/31/09**

PERB ID Number: **8230**

Unit Size: **140**

Number of Pages: **32**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

AGREEMENT
By and Between
COUNTY OF WASHINGTON
and the
CIVIL SERVICE
EMPLOYEES ASSOCIATION, INC.
Local 1000, AFSCME, AFL-CIO

CSEA
Municipal Center Unit
Washington County Local 858

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

DEC 02 2009

ADMINISTRATION

January 1, 2008 - December 31, 2009

TABLE OF CONTENTS

Section

Article I Preamble; Scope; Definitions

1. Agreement Scope
2. Agreement Definitions

Article II Association Rights and Obligations

3. Recognition
4. Association Membership
- 5a. Association Dues Deductions
- 5b. Credit Unions
- 5c. CSEA Deductions
6. Deduction of Agency Shop Fee
7. Association Business: Local Representative
8. Association Business: General Representative
9. Association Business: Bulletin Board
10. No Strike Clause
11. Liability for Deductions

Article III Employee Status

12. Full-time Employee
13. Probationary Period
14. Post-Probationary Period

Article IV Seniority

15. Seniority Acquisition
16. Seniority Definition and Types
- 16a. Seniority: Lists
- 16b. Seniority for Vacation and Other Leave Preferences
17. Layoff
18. Recall

Article V Work Time Hours

19. Normal Workday
20. Normal Workweek
21. Work Obligation: Employee

Section

Article VI Paid Work Time

- 22. Basic Compensation
- 23. Overtime
- 24. Compensatory Time Off
- 25. Pay Period & Pay Period/Pay Date
- 26. Lunch Policy

Article VII Benefits

- 27a. Health Insurance
- 27b. Health Insurance Committee
- 28. Monetary Benefits: Terminal Allowance
- 29. Holidays
- 30. Vacation
- 31. Sick Time
- 32. Mileage Reimbursement
- 33. Disability Benefits Policy
- 34. Workers' Compensation
- 35. Maternity Leave
- 36. Personal Leave
- 37. Bereavement Leave
- 38. Military Leave
- 39. Jury Duty

Article VIII Unpaid Time-Off

- 40. Meal Period
- 41. Leave of Absence
- 42. Leave of Absence: Procedures
- 43. Leave of Absence: Limitation

Article IX Miscellaneous

- 44. Health & Safety: Employer Obligation
- 45. Health & Safety: Employee Obligation
- 46. Management Rights
- 47. Non- Discrimination
- 48. Meetings
- 49. Notices to Parties
- 50. Agreement Construction
- 51. Separability
- 52. Sub-contracting
- 53. Employee Evaluation
- 54. Retirement
- 55. Notices to Employees
- 56. Labor-Management Committee

Section

Article X Grievance/Arbitration

57. Grievance Adjustment

Article XI Agreement Status

58. Amendment

59. Effective Dates & Duration

60. Negotiations Scheduling

61. Totality of Agreement

62. Legislative Approval

Appendix A Bargaining Unit Positions - Classification

Appendix B Salary Schedules - 2008, 2009

Article I Preamble; Scope; Definitions

AGREEMENT between (1) Civil Service Employees Association (hereinafter called the "Association") and (2) the County of Washington (hereinafter called the "Employer").

Employer and Association recognize their common interest beyond their collective negotiations relationship. Thus, they pledge to strive together to insure the highest quality of service by the Employer and the highest standards of professionalism by the employee to the public that they both serve.

1. Agreement Scope. The Civil Service Employees Association, Local 1000, AFSCME, AFL-CIO is hereby recognized as the bargaining agent pursuant to the Public Employees Fair Employment Act for a unit of County Employees consisting of the following full time positions of employment with the following titles: Community Services Workers, Senior Typist, Typist, Computer Operator, Computer Programmer I, Computer Programmer II, Micro Computer Specialist, Network Analyst, Account Clerk, Motor Vehicle Bureau License Clerk, Senior Motor Vehicle Licensing Clerk, Senior Account Clerk, Probation Assistant, Probation Officer, Probation Officer Trainee, Senior Probation Officer, Clerk, BICS Operator, Caseworker, Community Services Aide, Data Entry Operator, Financial Records Control Clerk, Motor Vehicle Operator, Principal Account Clerk, Senior Caseworker, Senior Clerk, Senior Data Entry Operator, Senior Social Welfare Examiner, Senior Support Investigator, Social Welfare Examiner, Support Investigator, Welfare Employment Representative, Senior Welfare Employment Representative, Home Health Aide, Senior Home Health Aide, within the following departments: Information Technology, Probation, Social Services and Motor Vehicle Clerks within the County Clerk's Office.

Appendix A shows the Classifications of these positions.

Seasonal and temporary employees are not in the bargaining unit.

2. Definitions. As used in this agreement and except as otherwise clearly required by its context:
 - (a) "agreement" means this agreement and each appendix, schedule, amendment or supplement thereto;
 - (b) "employer" means the County of Washington;
 - (c) "association" means the Civil Service Employees Association
 - (d) "employee" means an employee covered by Article 1, paragraph 1, Agreement Scope

Article II Association Rights and Obligations

3. Recognition. Employer recognizes Association as the exclusive collective negotiation representative of every employee covered by this agreement.
4. Association Membership. Employer will make available to every employee at the time of hire or orientation such material concerning Association membership as the association may supply.
- 5a. Association Dues Deduction. Employer will, for each employee who, by written and signed direction so authorizes it, deduct from the wages due such employee in any month the regular dues fixed by Association for such month. Employer will, not later than the tenth (10th) day of the following month, remit dues deducted for the preceding month to the Association. Each such authorization referred to above shall continue in force and effect until revoked: (a) in writing by the employee who signed it or (b) by termination of such employee's employment. Layoff and leave of absence do not constitute termination of employment for this paragraph's purposes.
- 5b. Credit Unions. Employees will be permitted one payroll deduction for either the Great Meadow Credit Union or the Tri-County Teachers Credit Union, provided the employee is eligible for membership under the rules of the selected credit union.
- 5c. CSEA Deductions. The County will allow employees to have one deduction for a CSEA benefit program. Changes to the deduction shall only be allowed once per year.
6. Deduction of Agency Shop Fee. Employer will, for each employee who does not authorize Employer to deduct Association dues under Article II, paragraph 5a Association Dues Deduction, deduct from the wages due such employee in any month an agency shop fee equal to the regular dues fixed by the Association for such month. Employer will, not later than the tenth (10th) day of the following month, remit agency shop fees deducted for the preceding month to Association. Each such agency shop fee deduction will continue in force and effect until revoked by: (a) an employee's written and signed direction under Article II, paragraph 5a Association Dues Deduction to deduct Association dues from the employee's wages or (b) termination of such employee's employment.
7. Association Business: Local Representative. Association will designate five (5) employees as its local representatives and authorize these employees to deal with the Employer about employment conditions and adjustments of problems arising under this agreement. Association will notify Employer of these representatives designation and authority, and any change in either. The local President, or his designee, upon request, will be provided ample time when necessary to process employee grievances.

8. Association Business: General Representative. A duly authorized general representative of the Association may visit Employer's premises, by prearrangement with Employer, at any reasonable time to discharge Association's duties as collective negotiation representative.
9. Association Business: Bulletin Board. Employer will provide Association with and suitably locate up to five (5) bulletin boards with space on which to post: (a) official Association notices and (b) notices required by law. Association may also post such other matter as Employer may expressly and specifically approve. A bulletin board shall be provided in the Public Health Department.
10. No Strike Clause. Neither any employee nor the Association shall engage in a strike. and the Association shall not cause, instigate, encourage or condone a strike.
11. CSEA agrees to indemnify and hold the County harmless from and against any and all demands, claims, suits, or other form of liability, including reasonable attorneys fees, that may arise out of or by reason of any action taken by the County in its compliance with Sections 5a, 5b, 5c, and 6 herein.

Article III Employee Status

12. Full Time Employee: A person who is employed by the County for a twelve (12) month period of time and who works 35 hours per week or more.
13. Probationary Period. An employee will be on probation for not less than eight (8) but no more than twenty-six (26) calendar weeks following appointment to the position with the exception of Caseworkers, Social Welfare Examiners and Support Investigators who will be on probation not less than twelve (12) weeks but not more than fifty-two (52) calendar weeks. During the probationary period, the employee will be subject to demotion, suspension, other discipline or discharge at Employer's sole discretion, but will otherwise be covered by this agreement. The County, in its sole discretion, may extend the probation of probationary employees.
14. Post Probationary Discipline. Except as stated above in paragraph 13, Probationary Period, an employee will be demoted, suspended, otherwise disciplined or discharged only for just cause and employer will promptly notify Association in writing of each such action not covered by paragraph 13, Probationary Period and the reason for it. The CSEA hereby waives the right of bargaining unit employees to the procedures of Section 75, Article 5, of the New York State Civil Service Law.

Article IV Seniority

15. Seniority: Acquisition. A regular employee will acquire seniority after completing the probationary period and such seniority will then date from the beginning of employment.

16. Seniority: Definition and Types. Seniority shall be defined and accrued according to Civil Service Rules and Regulations.
- 16a. Seniority: Lists. Employer will: (a) on execution of this agreement and (b) on subsequent request by the Association, post and furnish to Association, seniority lists and will correct such lists from time to time as may be necessary. The posted lists will conclusively establish an employee's seniority unless the employee protests it, in writing, within thirty (30) days from the time it is posted or, if the employee is on absence leave or vacation or otherwise unable to so protest it within such time within thirty (30) days after the employee returns from such leave or vacation or such disability is removed.
- 16b. Seniority for Vacation and other Leave Preferences. After consultation with the department union representative, each Department Head shall establish a written procedure for vacation preference, holiday preference, and personal leave preference. Seniority as well as operational needs of the department shall be determining factors in such procedure for determining preference. In the Motor Vehicle Department, in even numbered years, preference for leave on the day after Thanksgiving will be granted by seniority and the day after Christmas will be granted on a rotating basis. In odd numbered years, the sequence will reverse with leave for the day after Thanksgiving being granted on a rotating basis and the day after Christmas granted by seniority.
17. Layoff. Any layoff shall be made according to Civil Service Rules and Regulations.
18. Recall. Whenever a vacancy occurs, qualified employees who are on layoff shall be recalled pursuant to Civil Service Rules and Regulations.

Article V Work Time Hours

19. Normal Workday. The normal workday for regular full time employees shall be seven (7) consecutive hours long, including any break time, or eight (8) consecutive hours including any break time for Senior Caseworkers, Caseworkers, Typists, and Senior Typists in the Children's Service Division of the Department of Social Services and for Computer Programmers, Computer Operators, Network Analysts and Micro Computer Specialists in the Information Technology Department, which shall normally be scheduled between the hours of 7:00 a.m. and 6:15 p.m. Within each department, in addition to the seven (7) or eight (8) hour workday, lunch periods may be scheduled in either one half hour or one hour blocks of time at the sole discretion of the department head. In the event the County desires to increase the number of hours for other positions, it will notify CSEA, and the parties will negotiate such increase in hours.

Employees are entitled to two (2) fifteen (15) minute breaks each day, to be taken at a time which will allow for adequate staffing requirements. The department head shall schedule staffing to cover these hours.

The department head shall establish the times for lunch, work breaks, and the work day. The times of the work day shall include allowances for flex time, call-ins, on-call, training times, and special programs. The current practice on work times outside of 7:00 a.m. to 6:15 p.m. may continue.

The CSEA and the County agree that in order to provide the maximum service time to the public, variations of the normal work day may be necessary. The County will notify CSEA a minimum of 30 days prior to any anticipated variation of the normal workday. The CSEA and County shall meet to review the operational need and impact of the proposed modified workday. Work assignments to cover these variations of the normal work day/work week will be made by the Department Head. In making such assignments, consideration shall be given to the nature of the required work, the needs of the County, and the experience, qualifications, evaluations, and seniority of the available employees.

20. Normal Workweek. The normal workweek shall be Monday through Friday.
21. Work Obligation: Employee. Unless an employee has a reasonable and valid excuse, the employee will work: (a) the hours assigned as his or her normal workday and workweek and (b) such reasonable additional hours as Employer may reasonably request. An employee will report for work on time, ready, willing and able to work.

Article VI Paid Work Time

22. Basic Compensation Rate. An employee's basic compensation rate, as stated in Appendix B of this agreement, will apply to the employee's normal workday and workweek.
23. Overtime. Employees will be paid time and one half after working forty (40) hours. Employees whose normal workweek is thirty-five (35) hours will be paid straight time between thirty-five and forty hours.
24. Compensatory Time Off. Subject to the approval of the department head or designee, employees may take compensatory time off instead of receiving pay for hours worked over 35 in a workweek.
25. Pay Period. The County shall establish a one (1) week "lag" in pay dates, i.e., the pay will be received on Thursday, one (1) week after the close of the pay period.

Pay Period/Pay Date. The County may move the current pay period/pay date by no more than two days. The County shall give CSEA a minimum of 60 days written notice before moving the pay period or pay date. Any such change shall be done on a countywide basis.

26. Lunch Policy. Where entitled to be compensated for lunch, rates will be as stated below. Employee will be paid for meals only when working outside the county pursuant to the policy adopted by the County Board of Supervisors. The maximum reimbursement for meals shall be:

Breakfast	\$7.00
Lunch	\$9.00
Dinner	\$14.00
Daily total	\$30.00 *

* If an employee is staying overnight, a per diem rate of \$30.00 (for outside major metropolitan areas) and \$40.00 for major metropolitan areas. Definition of a major metropolitan area is a population of one million or more.

Article VII Benefits

- 27a. Health Insurance. Washington County will continue to make available health insurance coverage for unit employees through plans that are equivalent to the current POS, EPO, and PPO Plans.

The County will pay 90% of the premium cost of the individual BC/BS plan and the employee will pay 10%. The County will pay 80% of the total cost of the two person or family plan and the employee will pay 20% of the premium cost of either plan. The annual deductible shall be \$125/\$250/\$375 for an individual, two-person , or family plan, respectively. Effective June 1, 2009, the County will pay 88% of the premium for individual coverage and the employee will pay 12% of the premium; the County will continue to pay 80% of the premium for two person and family coverage and the employee will pay 20% of the premium. (However, if the County does not require the non-represented County employees to contribute the extra 2% toward the individual coverage, the unit employees will not be required to contribute the extra 2% toward the individual coverage.)

CSEA and the County agree to continue to meet and review the plan design of the health insurance coverage, along with representatives of other bargaining units within the County, to determine if co-pays, deductibles and plan benefits should be modified. Employees are subject to the administrative rules of the insurance carrier. The eligibility date for new hires shall be up to 60 days after the employee's date of hire.

- 27b. Health Insurance Committee.

A joint Health Insurance Committee is hereby established to investigate alternatives to the current health insurance plans. The Committee shall consist of four (4) unit members appointed by CSEA including a HHA and four (4) representatives of the employer appointed by the County Administrator. The Committee shall make advisory recommendations to the Washington County Board of Supervisors.

28. Monetary Benefits: Terminal Allowance.

A regular employee whose employment is terminated for a reason other than misconduct justifying discharge will receive as a terminal allowance unused accrued vacation time prorated to the employee's termination date. However, an employee whose employment is terminated by resignation and who fails to give Employer two (2) weeks' notice, except in an emergency, will forfeit terminal benefits prorated to the extent such notice is deficient.

29. Holidays. Days off with pay for legal holidays as shown below shall be granted by department heads to all eligible County employees.

- 1 New Years Day
- 2 Martin Luther King's Birthday (3rd Monday in January)
- 3 President's Day (3rd Monday in February)
- 4 Memorial Day (last Monday in May)
- 5 4th of July
- 6 Labor Day (1st Monday in September)
- 7 Columbus Day (2nd Monday in October)
- 8 Veterans Day (November 11th)
- 9 Thanksgiving Day
- 10 One half day December 24th and one half day December 31st
- 11 Christmas Day
- 12 Floating Holiday***

When any of the holidays fall on Saturday, the holiday shall be considered a paid holiday observed the preceding Friday. A holiday falling on Sunday, the holiday shall be considered a paid holiday observed the following Monday.

If a scheduled* employee is required to work on one of the holidays the department head shall grant another day off with pay in lieu of the holiday worked. If a non-scheduled** employee must work on a holiday, the department head shall compensate the employee for the holiday at the regular rate of pay and further compensate the employee at a rate of one and one half times his or her rate of pay for the hours worked during that holiday.

* An employee who is scheduled to work that day.

** All others

*** Floating holiday was intended for use the day after Thanksgiving. However, a recent opinion of the Attorney General state there is no authority for a county to close county offices on that day. Until this issue is resolved, Floating Holiday will be scheduled in the same manner as vacation time.

30. Vacation. Under the County compensation plan, department heads are authorized and empowered to grant eligible employees under their supervision vacation time based on the number of years of service (see schedule below). Employees become eligible for vacation on their anniversary date. Vacation leave shall not be carried past the next anniversary date unless there are extreme circumstance and with the

department head's approval. Vacation leave shall be granted when, in the opinion of the department head, it will be convenient to the department. Employees will be paid by check for earned but unused vacation time upon leaving County employment. Vacation time shall be taken in no less than half day increments.

HIRED PRIOR TO 6/21/93		HIRED ON OR AFTER 6/21/93	
Service Time	Vacation Time Earned	Service Time	Vacation Time Earned
6 months	3 Days	6 months	5 Days
1 - 3 Years	15 Days	1 - 3 Years	10 Days
4 - 5 Years	15 Days	4 - 5 Years	15 Days
6 Years	16 Days	6 Years	16 Days
7 Years	17 Days	7 Years	17 Days
8 Years	18 Days	8 Years	18 Days
9 Years	19 Days	9 Years	19 Days
10 Years	20 Days	10 Years	20 Days
11 Years	21 Days	11 Years	21 Days
12 Years	22 Days	12 Years	22 Days
13 Years	23 Days	13 Years	23 Days
14 Years	24 Days	14 Years	24 Days
15 - 29 Years	25 Days	15 - 29 Years	25 Days
30 Years *	30 Days	30 Years *	30 Days
31 - 34 Years	25 Days	31 - 34 Years	25 Days
35 Years *	30 Days	35 Years *	30 Days
36 - 39 Years	25 Days	36 - 39 Years	25 Days
40 Years *	30 Days	40 Years *	30 Days

*On employees anniversary year of 30, 35, and 40 respectively, an additional week will be granted in recognition of long term service for the County.

31. Sick Time. Sick Leave with pay is granted to all eligible employees for absence from duty because of illness, bodily injury, exposure to contagious diseases, or attendance upon members of the immediate family whose illness requires the care of such employee. Sick time will be calculated in the following manner: one day for each full month worked will be credited to an employee on the first day of the following month. For the month of January and July if the employee worked the full month prior (or the months of December and June) an additional day will be

credited for a maximum total of fourteen (14) days per year. Unused sick leave shall not accumulate to an employee's credit beyond a maximum of 200 working days.

In the year in which an employee has reached the maximum time the employee may accumulate, the employee may still accumulate that year's sick time until the end of each year. At the beginning of each year the employee will start at 200 days maximum.

No sick leave shall be granted unless the employee has reported the necessity for sick leave as soon as possible. Whenever a department head deems it advisable, a physician's certificate that the employee has been unable to perform his usual duties may be required of any employee requesting sick leave. Immediate family shall mean related members of employee's household. At the department heads discretion and on an individual basis an employee could request and receive sick leave for a non household member (i.e. a child who does not reside with employee).

Sick time will be granted in no less than one-half hour increments.

Sick time can be used for routine medical and dental appointments.

Requests for sick time before or after a holiday or vacation may require additional justification by the department head.

When an employee retires he/she can convert his/her accumulated sick time (up to 160 days) to service time. Any days over 160 up to 200 (maximum of 40) days would be paid at 25% of an employee's salary. This time is paid only upon retirement.

At times, employees have used more sick days than they have actually earned to date. At the department heads discretion and on an individual basis an employee may be allowed to go into arrears for sick time. In order to give the payroll clerk clear-cut guidelines, the following procedure will be followed:

- Employees will be allowed to go into arrears for their sick time only to the extent of the current month's benefit.
- For those situations where the maximum has been reached on arrears, the employee must apply any available vacation or personal time to days missed or have their pay docked for days not worked.
- Employees will not be allowed to incur deficits in sick time more than three months in a row. Should this situation occur, a warning letter will be placed in the employee's personal file.

Washington County gives its employees a reasonable sick time benefit in recognition of occasional serious sickness and catastrophic illness. However, if abuses of this benefit occur, each situation will be reviewed and disciplinary action may be taken against an employee.

32. Mileage Reimbursement. The employer will reimburse an employee who operates a privately owned vehicle on employer business at the rate of thirty-five cents (\$.35) per mile when such private use is approved by the employer.
33. Disability Benefit Policy. Washington County provides full time employees with disability benefits coverage in accordance with the New York State Disability Benefits Law at no cost to the employee. Any employee eligible for disability insurance benefits must use all his/her sick leave accumulation prior to accepting disability payment or drawing upon disability. Anyone applying for disability should request a Disability Claim Form from the Treasurer's Office. By law the maximum disability payment period is twenty-six (26) weeks (including the time that sick days are used). Employees, while off the payroll and on disability, will neither receive nor accrue fringe benefits other than Health Insurance until the employee returns to work. While an employee is on disability the County will maintain their current benefit level of health insurance coverage for a maximum period of one year. The employee will be responsible to pay any employee contribution directly to the Treasurer. See Health Insurance category.
34. Workers' Compensation. The Washington County Self Insurance Plan administered by the Workers' Compensation Committee covers all employees of Washington County. Benefits are available through this plan if an employee is disabled because of accidental injury which is a direct result of your job. Any injury, major or minor arising out of and in the course of employment should be reported immediately to the employee's department head who will submit a notice of injury to the Workers' Compensation Committee. The Workers' Compensation Committee is responsible for all medical treatment costs, including prostheses, incurred by a covered injury. Do not pay any medical or hospital bills in connection with your injury. Only New York State physicians are rated and authorized by the N.Y.S. Workers' Compensation Board to attend in compensation cases, except in emergencies or referrals. No compensation is payable for the first seven (7) days of your disability unless disability exceeds fourteen (14) days. In the latter event, you are entitled to payment for the first seven days as well. Once an employee is drawing workers' compensation payments, has exhausted all their leave time and is off the payroll, the County will maintain their current health insurance benefit level for a maximum period of one (1) year. The employee will be responsible to pay any employee contribution directly to the Treasurer. See Health Insurance category.

35. Maternity Leave. Maternity leave shall be paid with sick leave pay or disability insurance benefits for the time period between the doctor's leave and return to work dates (normally six (6) weeks). Sick leave pay may not be used for a paid leave of absence to extend maternity leave beyond the doctor's return to work date. Maternity leave is granted for the benefit of the mothers' health. This same benefit may be used for adoption except that in the case of adoption only sick leave (up to six (6) weeks) may be used - disability insurance will not cover the adoptive mother.
36. Personal Time. After three (3) months employment, three (3) days personal time with pay shall be granted by department heads to full time employees. Said three (3) days shall not be carried over past the next anniversary date. The department head shall be notified five (5) days in advance of the need to use personal time. At the department head's discretion and on an individual basis personal time may be granted with less than five (5) days advance notice. Personal time shall be used in no less than one-half (½) hour increments. Personal time may be used to extend vacation or holidays with a five (5) day notice to the department head but may be limited due to staffing requirements. Personal time must be used before the employee's next anniversary date. Under extreme circumstances the department head may extend this time frame. Employees will not be paid for unused personal time at the end of their service with the County. Unused personal leave may be converted to sick leave on an annual basis.
37. Bereavement Leave. The County recognized that death in one's immediate family creates many hardships. In order to allow you time to handle necessary affairs, the County allows you to make funeral arrangements or to attend a funeral or settle family matters according to the following chart. The number of days authorized is based upon your relationship to the deceased.

Bereavement Pay (Straight Time Rates)	
Days	Relative
Five (5) Days	Spouse, Child, Step-child, Parent
Three (3) Days	Brother, Sister, Step-parent, Mother-in-law, Father-in-law, Son-in-law, Daughter-in-law, Sister-in-law, Brother-in-law, Grandparent, Grandchild

Normally paid bereavement days must be taken as consecutive days between the day of death and that of the funeral. When it is necessary that they be taken after the funeral, special arrangements may be made through your department head.

Bereavement will commence with the first full day the employee is scheduled to work after the death of a family member. The department head may request the employee to submit proof of death for the purpose of payment under this provision. Unusual circumstances will be treated on an individual basis.

38. Military Leave. Each employee in the County who is a member of an Armed Forces Reserve Unit or National Guard Unit, is authorized thirty (30) days of military leave each year. The employee will provide the department head with the days that he or she will be required to attend military training with as much advance notice as is possible. Military leave will be paid.

Re-employment rights: Each employee who is activated for deployment during a State or National emergency, will be given their previous position back, or will be given a position equivalent in pay and benefits, upon the employee returning from active duty. Each employee upon returning from active duty, will notify the County within ninety (90) days of their intention of returning to the position they left.

39. Jury Duty. If an employee is notified they have been selected for Jury Duty or to attend Court for other than personal matters the employee should notify their department head or supervisor as soon as possible. The employee must report to work when dismissed from jury or court duty, if scheduled to be at work that day or if dismissed before employees regularly schedule work day has ended.

The pay procedure for County employees called to serve on Jury Duty is to obtain a form from the Commissioner of Jurors and the employee will mark that they are municipal employees. They will continue to receive their regular pay. The only additional amount received for serving Jury Duty would be mileage, which is paid by the Court System.

Article VIII Unpaid Time-Off

40. Meal Period. An employee will have a one hour or thirty (30) minute meal period as scheduled for the position, without work responsibility, at a reasonable time each day. This period will not be considered work time.
41. Leave of Absence. A leave of absence without pay (not to exceed the maximum period of one (1) year) may be granted only to full-time employees after one year's service upon written application to the department head. Where a leave of absence without pay has been granted for a period which amounts to the aggregate of one (1) year, a further leave of absence without pay shall not be granted unless the employee returns to his position and serves continuously therein for three (3) months immediately preceding the subsequent leave of absence. Absence on leave for more than one (1) year shall be deemed the equivalent of a resignation from the service upon the date of commencement of such absence except in exceptional cases where good cause is shown. In no case may such leave of absence exceed in aggregate two (2) years from the date of commencement of the leave. Personal sickness, education and military duty are acceptable reasons for a leave of absence.

For the entire leave of absence an employee must pay the full share of the premium to maintain health insurance coverage.

42. Leave of Absence: Procedure. An employee desiring leave of absence under paragraph 41 Leave of Absence will, except in an emergency, apply for it on a form to be provided by Employer four (4) weeks in advance of the desired starting date. In an emergency, the employee will so apply at the earliest reasonable date.
43. Leave of Absence: Limitation. An employee who obtains a leave of absence or extension by false, pretense, or who, without a reasonable and valid excuse and diligent effort to notify Employer in advance, fails to report for work on expiration of any leave or extension thereof, will be deemed to have voluntarily resigned.

Article IX Miscellaneous

44. Health & Safety Employer Obligation. Employer will observe all applicable health and safety laws and regulations and, consistent with its established practice, will take all steps reasonably necessary to assure employee health and safety.
45. Health & Safety Employee Obligation. Every employee will observe all applicable health and safety laws and regulations and will comply with all Employer health and safety rules and instructions.
46. Management Rights. Subject to applicable law, Employer has both legal responsibility and sole right to manage its business and, except as limited in this agreement, to : (a) hire, assign, transfer, promote, demote, schedule, layoff, recall, discipline and discharge its employees and direct them in their work and (b) control all Employer property.
47. Non-Discrimination. Neither Employer nor Association will discriminate against any employee or applicant for employment as an employee, in any matter relating to employment because of race, color, creed, national origin, sex, age, marital status, disability or activity on behalf of the Association.
48. Meetings. Employer and Association will meet at mutually convenient times and places to consider employment conditions and the operation of this agreement.
49. Notices to Parties. Any notice required to be served on Employer under this agreement will be either mailed to Employer by registered or certified mail or delivered to Employer or so mailed or delivered to such person at such address as Employer may designate by written notice served on Association.
- Any notice required to be served on Association under this agreement will be mailed to CSEA, Region IV, 1 Lear Jet Drive, Latham, NY 12110.
50. Agreement Construction. Paragraph titles throughout this agreement are merely editorial identifications of their related text and do not limit or control that text.
51. Separability. This agreement and its component provisions are subordinate to any

present or future laws and regulations. If any federal or New York law or regulation or the final decision of any federal or New York court or administrative agency affects any provision of this agreement, each such provision will be deemed amended to the extent necessary to comply with such law, regulation or decision, but otherwise this agreement will not be affected.

52. Subcontracting. The County may subcontract services performed exclusively by unit members provided such subcontracting does not reduce the number of unit members.

If any subcontracting will reduce the number of unit members, the County will first negotiate the impact of the subcontracting with the Association.

53. Employee Evaluations. The employer will provide an annual cooperative evaluation and recording of an employee's performance and experience, with a duplicate copy to the employee.

54. Retirement. The County will continue to implement the current retirement plan pursuant to the rules and regulation of the New York State Retirement System.

55. Notice to Employees. Employer will provide each employee with a copy of this agreement (to be supplied by Association) and any stated personnel policies supplemental thereto, and will provide each employee at the time of appointment, transfer or promotion with written confirmation of such personnel action and the job description and regular compensation rate of the position to which the employee is appointed, transferred or promoted.

56. Labor-Management Committee (LMC).

56.01 Members. A Labor-Management Committee is hereby established. The LMC shall consist of five (5) unit members, one from each of the following departments: Public Health Department (HHA) Social Services. County Clerk (Motor Vehicle), Information Technology and Probation. The County shall have five (5) representatives on the LMC, one from each of the four previously named departments. In addition, the County Administrator or designee, shall be a member of the LMC, as well as the assigned CSEA labor relations specialist.

Either the CSEA or management may invite others to the LMC meetings with advance notice to the other side.

56.02 Purpose. The LMC shall be used as a forum to enhance communications between the parties. The LMC may discuss and analyze matters of mutual concern in employee relations and County operations. The LMC is not a negotiating body and shall not negotiate conditions of employment nor serve as a body to discuss grievances.

56.03 Procedure. The LMC shall meet at a minimum of once every quarter. The meetings shall be initiated by written request of either party to the other party. The written request shall contain an agenda of items that the initiating party wishes to discuss. The receiving party may add items to the agenda by written notice to the other side.

The parties shall establish an annual schedule of meetings in January of each year. If a request for a meeting is not received within five work days of the scheduled meeting, the meeting shall be canceled.

The parties shall establish a procedure for keeping written minutes of meetings.

Article X Grievance/Arbitration

57. Grievance Adjustment

57.01 Scope. Except as otherwise provided in this agreement, every grievance either Association (or any employees) or Employer may have with each other arising from application or interpretation of this agreement, will be adjusted as stated in paragraphs 57.02 Informal Discussion and through 57.06 Procedure and Time Limits: Step Four.

57.02 Informal Discussion. An employee who has a grievance arising from application or interpretation of this agreement, or otherwise, will present the claim promptly to the employee's supervisor. The employee, Association's legal representative, and the supervisor will discuss and attempt to resolve this grievance. At employee's request, Association's general representative will be present at this discussion.

57.03 Procedure and Time Limits: Step One. If the grievance is not adjusted and such adjustment approved by the department head and Association's local representative by informal discussion, or if the grievance involves a matter affecting more than one employee, Association or Employer, the employee or group of employees may initiate formal adjustment of the grievance as stated in this paragraph.

The employee, group of employees, Association or Employer will serve a written notice of a grievance other than a monetary claim (i.e., a claim for compensation, holiday pay, vacation pay or any other benefit payable in money to or for an employee's benefit) on Employer's department head or Association's local representative, as the case may be, on a proper form provided by Association within fourteen (14) calendar days after occurrence of the facts on which it is based, and will so serve written notice of a monetary claim within thirty (30) calendar days after occurrence of the facts on which it is based, or thirty (30) calendar days after both parties have executed this agreement, whichever is later. If no such notice is served in the time specified, the grievance will be barred.

After a proper and timely notice is filed, the department head, any employee or employees concerned and an Association representative (to be designated by Association) will discuss the grievance. This discussion, unless extended by written agreement for a specified period, will be completed within seven (7) calendar days after receipt of the required initiation notice.

57.04 Procedure and Time Limits: Step Two. If the grievance is not adjusted in the time specified in Step One, Association or Employer may appeal it to Step Two by written notice, served on Employer's County Administrator or Association's general representative, as the case may be, on a proper form to be provided by Employer within fourteen (14) calendar days after the completion of proceedings in Step One.

The County Administrator, or his designee will then discuss the grievance with Association's general representative. This discussion, unless extended by written agreement for a specified period, will be completed within seven (7) calendar days after receipt of the required notice of appeal to Step Two.

57.05 Procedure and Time Limits: Step Three. If the grievance is not adjusted in the time specified in Step Two, Association or Employer may appeal it to Step Three by written notice, served on the Chairman of the Board of

Supervisors or Association's general representative, as the case may be, on a proper form to be provided by Employer, within fourteen (14) calendar days after the completion of proceedings in Step Two.

The Chairman of the Board of Supervisors or his designee will then discuss the grievance with Association's general representative. This discussion, unless extended by written agreement for a specified period, will be completed within seven (7) calendar days after receipt of the required notice of appeal to Step Three.

57.06 Procedure and Time Limits: Step Four. If the grievance is not adjusted in the time specified in Step Three, and involves the application or interpretation of this agreement, such grievance, either Employer or Association may submit it to arbitration. Employer and Association will select the arbitrator, by mutual agreement, from lists submitted to them by the American Arbitration Association and arbitration will then proceed in accordance with the then current Voluntary Arbitration Rules of the American Arbitration Association. The arbitrator's decision will be final and binding on the parties. If the grievance is not submitted to arbitration under this paragraph within twenty-one (21) calendar days after Step Three's completion, it will be barred. The cost of any arbitration will be shared equally by the parties.

57.07 Arbitrator's Powers: Limitation. The arbitrator will not have the power to add to, subtract from or otherwise amend this agreement.

Article XI Agreement Status

58. Amendment. This agreement may be amended or supplemented only by further written agreement executed by the parties.

59. Effective Date and Duration. This agreement except as otherwise stated, will be effective from date of ratification until December 31, 2009; however, the salary increase will be retroactive to December 27, 2008, for all employees who are employed by the County on the date the Collective Bargaining Agreement is signed, as well as for employees who retired from the County pursuant to the New York State Retirement System after December 27, 2008.

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.

60. Negotiations: Scheduling. The County and the Association agree to make every attempt to begin negotiations sixty (60) days prior to termination.

61. Totality of Agreement. Both parties acknowledge that they have had ample opportunity to make proposals for inclusion in this Agreement and that this Agreement is the only agreement between them concerning terms and conditions of employment.

62. Legislative Approval. Any part of this Agreement which requires legislative action for its implementation or appropriation of funds by the County legislature shall only become effective upon such action by the Washington County Board of Supervisors.

Signed by Employer and Association

WASHINGTON COUNTY

CIVIL SERVICE EMPLOYEES
ASSOCIATION

By: Jane C. Trinkle

By: [Signature]

Title: Chairman, Board of Supervisors

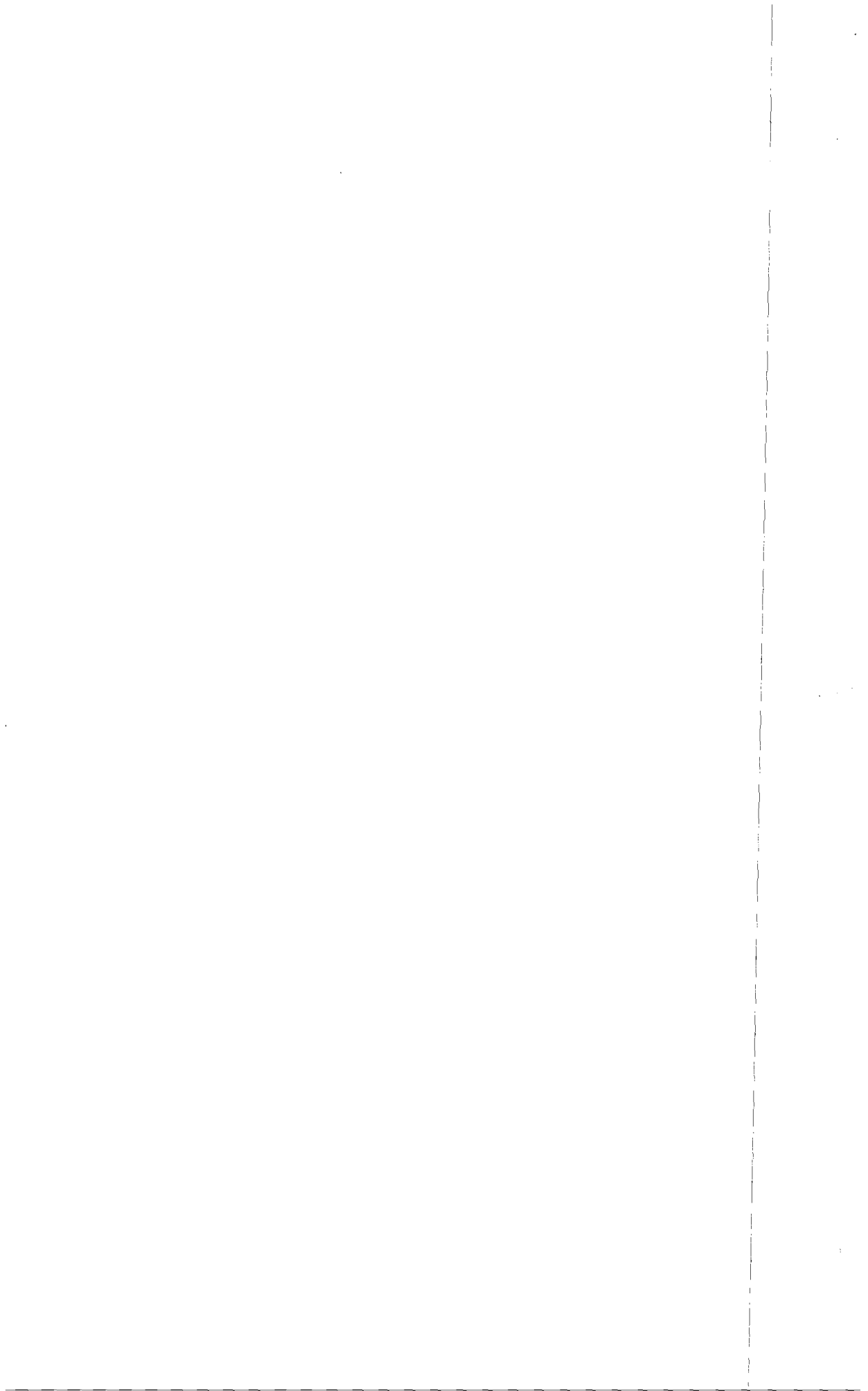
Title: CSEA Labor Relations Specialist

Date: 12-10-08

Date: Dec 10 2008

APPENDIX A - BARGAINING UNIT POSITION CLASSIFICATIONS

<u>Grade</u>	<u>Position Title</u>
5	Home Health Aide
6	Community Services Aide
7	Typist Clerk Data Entry Operator Community Services Worker Senior Home Health Aide
8	Account Clerk Motor Vehicle Operator – Veterans' Van
9	Motor Vehicle Bureau License Clerk Financial Records Control Clerk BICS Operator Senior Typist Senior Clerk Senior Data Entry Operator
10	Computer Operator Senior Account Clerk Probation Assistant Support Investigator Social Welfare Examiner Senior Motor Vehicle Licensing Clerk
12	Senior Social Welfare Examiner Welfare Employment Representative Senior Support Investigator
13	Computer Programmer Trainee Microcomputer Specialist
14	Caseworker Senior Welfare Employment Representative Probation Officer Trainee
15	Probation Officer Principle Account Clerk
16	Senior Caseworkers
17	Senior Probation Officer
18	Computer Programmer I Computer Programmer II Network Analyst



APPENDIX B – SALARY SCHEDULES

CSEA - 2008 HOURLY SALARY SCHEDULE

GRADE	BASE HRLY	1ST YEAR	2nd YEAR	3rd YEAR	4th YEAR
5 (prior to 11/13/08)	10.63	10.86	11.09	11.32	11.55
5 (11/13/08 and forward)	10.79	11.02	11.25	11.48	11.71
6	11.36	11.59	11.82	12.05	12.28
7	12.33	12.56	12.79	13.02	13.25
8	13.36	13.59	13.82	14.05	14.28
9	14.39	14.62	14.85	15.08	15.31
10	15.30	15.53	15.76	15.99	16.22
11	N/A	N/A	N/A	N/A	N/A
12	17.11	17.37	17.63	17.89	18.15
13	18.01	18.27	18.53	18.79	19.05
14	18.92	19.18	19.44	19.70	19.96
15	19.82	20.08	20.34	20.60	20.86
16	20.72	20.98	21.24	21.50	21.76
17	21.63	21.89	22.15	22.41	22.67
18	22.54	22.80	23.06	23.32	23.58

Longevity Service Increments

Paid Hourly:

5 years	35¢ per hour
8 years	35¢ per hour
10 years	22¢ per hour
15 years	22¢ per hour
20 years	22¢ per hour
25 years	35¢ per hour

CSEA - 2009 HOURLY SALARY SCHEDULE

GRADE	BASE HRLY	1ST YEAR	2nd YEAR	3rd YEAR	4th YEAR
5	11.11	11.34	11.57	11.80	12.03
6	11.70	11.93	12.16	12.39	12.62
7	12.70	12.93	13.16	13.39	13.62
8	13.76	13.99	14.22	14.45	14.68
9	14.82	15.05	15.28	15.51	15.74
10	15.76	15.99	16.22	16.45	16.68
11	N/A	N/A	N/A	N/A	N/A
12	17.62	17.88	18.14	18.40	18.66
13	18.55	18.81	19.07	19.33	19.59
14	19.49	19.75	20.01	20.27	20.53
15	20.41	20.67	20.93	21.19	21.45
16	21.34	21.60	21.86	22.12	22.38
17	22.28	22.54	22.80	23.06	23.32
18	23.22	23.48	23.74	24.00	24.26

Longevity Service Increments Paid Hourly:

5 years	35¢ per hour
8 years	35¢ per hour
10 years	22¢ per hour
15 years	22¢ per hour
20 years	22¢ per hour
25 years	35¢ per hour

