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GEN/7017

AGREEMENT

by and between the

COUNTY OF FULTON

and

CSEA, Local 1000 AFSCME,
AFL-CIO



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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

Fulton County General Unit
Fulton County Local 818

January 1, 2005 - December 31, 2008

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This Agreement is made between the **County of Fulton**, hereinafter referred to as the “Employer” and **CSEA, Inc. Local #1000 AFSCME, AFL-CIO, CSEA Local #818, Fulton Co. General Unit**, hereinafter referred to as “CSEA”.

PREAMBLE

It shall be the public policy of the County of Fulton and the purpose of this Agreement to promote harmonious and cooperative relationships between the County of Fulton and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government. The Employer and the CSEA agree that all terms and conditions of this Agreement shall be applied without regard to race, religion, national origin, sex or age.

ARTICLE I

Recognition

SECTION 1.

A. The Employer recognizes CSEA as the sole and exclusive representative for all the employees in the unit described in Article II. The Employer shall furnish members of the bargaining unit with copies of this Agreement.

B. Excluded from the bargaining unit are temporary employees, who shall be defined as employees who are hired for a specific reason, or a specific duration of time of six months or less. After six consecutive months of employment, a temporary employee shall be placed in the bargaining unit and shall be eligible for benefits. The employee's seniority date will commence on the date that the employee is placed in the bargaining unit.

C. A part-time employee who is identified as a line item in the budget, and whose job title is set forth in the definition of the bargaining unit as contained in Article II of the Collective Bargaining Agreement, who has worked for twenty-six (26) consecutive weeks, during twenty-two (22) weeks of which twenty-six (26) weeks they have worked twelve (12) or more hours, shall be members of the bargaining unit. Once within the bargaining unit, such a part-time employee shall continue to be in the bargaining unit unless and until he or she works fewer than twelve (12) hours for twenty (20) or more weeks during any subsequent six (6) month period. Part-time employees shall not be entitled to any benefits unless specified herein.

SECTION 2.

CSEA shall have exclusive payroll deductions of membership dues and insurance premiums for employees and no other employee organization shall be accorded any such payroll deduction privilege throughout the unchallenged representation period. The Employer shall deduct from the wages of those employees who sign such authorization permitting such payroll deduction.

SECTION 3.

The Employer agrees to deduct from the wages of all non-CSEA members within the bargaining unit, an Agency Shop Fee in the amount of dues levied by CSEA. Such sums shall be transmitted to CSEA, 143 Washington Avenue, Albany, New York. The Employer shall not be liable to any employee for any deduction made pursuant to this Section and CSEA agrees to save and hold the Employer harmless, including legal fees and other reasonable and necessary expenses, against any claim whatsoever arising out of the deduction and transmittal of the Agency Shop Fee. The Employer agrees to cooperate with CSEA in its compliance with the advance reduction/refund requirements of applicable law by furnishing CSEA with the names and addresses of Agency Shop Fee payers and assisting CSEA in locating Agency Shop Fee payers in the event that CSEA is unable to locate them.

SECTION 4.

CSEA affirms that it will not institute a strike against the Employer, will not assist or participate in any strike and it will not impose an obligation upon its members to conduct, assist or participate in such a strike. Should any of the preceding occur, including any form of "job action", the CSEA and its officers will publicly instruct its members to carry out the terms of the agreement and to perform their duties in the usual manner.

ARTICLE II

Collective Bargaining Agreement

The bargaining unit shall consist of all employees of the Employer, exclusive of those employees who are members of the Nursing Unit, Sheriff's Unit, and those specified in Appendix A. No employee excluded from this Agreement, shall perform duties normally performed by members of the bargaining unit, except in an emergency or when available, qualified employees are utilized.

ARTICLE III

Compensation

SECTION 1.

The wage schedule for the term of this Agreement is attached and made a part of this Agreement as Appendix B.

A. There shall be an across-the-board salary increase for all employees as defined in the wage schedule attached as Appendix B as follows:

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(a) Effective January 1, 2005 – 2.25% added to the salary schedule. Retroactive pay shall be made to those employees on the payroll as of the date of ratification of the agreement by the County.

(b) Effective January 1, 2006 – 1.5% added to the salary schedule. Retroactive pay shall be made to those employees on the payroll as of the date of ratification of the agreement by the County.

(c) Effective July 1, 2006 – 1.75% added to the salary schedule. Those employees who elect health insurance provided by CDPHP shall receive a \$250 bonus payment (not added to the salary schedule). The bonus applies only to those employees on the payroll prior to the signing of the Memorandum of Agreement.

(d) Effective January 1, 2007 – 3.25% added to the salary schedule.

(e) Effective July 1, 2007 – Those employees who elect health insurance provided by CDPHP shall receive a \$450 bonus payment (not added to the salary schedule). The bonus applies only to those employees on the payroll prior to the signing of the Memorandum of Agreement.

(f) Effective January 1, 2008 – 3.5% added to salary schedule.

The starting rate for each job title will be adjusted to reflect 85% of the one year rate.

1. Employees with one or more year of service within a job title shall receive the one year rate specified in Appendix B. Employees who are accreted to the bargaining unit pursuant to the Stipulation of Settlement in PERB Case No. CP-460, shall receive the one year salary rate after completion of an equivalent number of full-time hours for the position held. (For example, part-time employees occupying a forty (40) hour per week position shall receive the one year rate after working 2080 hours; part-time employees occupying a 37 ½ hour position shall receive the one year rate after working 1950 hours; part-time employees occupying a 35 hour per week position shall receive the one year rate after working 1820 hours). Part-time employees who are accreted to the bargaining unit herein shall be given credit for hours work prior to accretion. Part-time employees shall receive the negotiated wage increases.

2. Employees who are on the payroll on the date that the Fulton County Board of Supervisors ratifies the Memorandum of Agreement, or who have retired between the effective date of the Agreement and the date of ratification shall receive retroactive pay, so long as the employee is entitled to no less than \$25.00.

B. Longevity Pay

1. The longevity schedule shall be as follows:

- Full-time employees with one (1) or more years of service will receive longevity compensation of \$50.00 per year of service calculated from the first anniversary date of employment.
- Commencing on an employee's sixth (6th) year of service, the longevity shall be increased to \$100.00 per year.
- Commencing on an employee's eleventh (11th) year of service, the longevity shall be \$150.00 per year.
- Commencing on an employee's sixteenth (16th) year of service, the longevity shall be \$200.00 per year.

The longevity increases shall not be payable retroactive to the employee's first year of employment, but shall be payable prospectively from the 6th, 11th, and 16th year of service.

2. Longevity compensation shall be adjusted twice a year:

Anniversary Date: January 1st to June 30th:	January
Anniversary Date: July 1st to December 31st:	July

C. All employees shall be paid on the basis of 26 pay periods per year.

SECTION 2. Uniform Allowance

A. All employees in the bargaining unit required by the County to wear duty uniforms shall receive a uniform allowance of \$275.00 per year. In lieu thereof, employees of the Highway Department, Buildings and Grounds, and Solid Waste Department shall receive uniforms through a vendor selected by the County, which uniform must be worn while on duty. Employees of the Highway Department, Buildings and Grounds Department, and Solid Waste Department shall receive an annual allowance for the purchase of work boots, which work boots must be worn while on duty, when appropriate as determined by the Department Head. In order to receive the \$50.00 allowance, employees must submit a voucher evidencing purchase of the work boots. Effective January 1, 2002, employees of the Highway Department, Buildings and Grounds and Solid Waste shall receive \$100.00 for the purchase of a winter jacket, which must be worn while on duty. Thereafter, employees shall receive \$100.00 every two (2) years for the purchase of a winter jacket. In order to receive the \$100.00, employees must submit proof of purchase of the jacket. All uniforms and outer wear, including winter jackets, must identify the employee as an employee of Fulton County. In order to receive a uniform allowance, the employee must have worked (been on

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the payroll) fifty percent (50%) of the time during the prior six (6) month period. New employees shall receive pro rata uniform allowance for the year in which they are hired.

B. New hires shall not be entitled to receive the uniform allowance until they have been employed for six months. At the completion of six months of continuous employment, the employee shall receive the retroactive pro rata uniform allowance so long as the employee was on the payroll fifty percent (50%) of the time.

C. Uniform allowance for all the above will be dispensed on an off-pay week in the following manner:

1. Employees shall receive one-half of the uniform allowance on or about January 15th and one-half of the uniform allowance on or about July 1st of each year of the collective bargaining agreement. Official uniforms shall be worn on duty at all times.

SECTION 3. Miscellaneous Compensation

A. Mileage Allowance

1. An allowance identical with the Internal Revenue Service reimbursement rate shall be granted to those employees for the use of their personal car, when on County business. Changes in the reimbursement rate shall be applied prospectively.

2. Home Health Aides will be paid mileage from home to first call and from last call to home when so dispatched. Aides will not be paid from home to office or office to home.

B. All employees shall receive a guaranteed four (4) hours pay straight time for "emergency" call-in. All time worked shall be charged against the four (4) hours guaranteed pay.

C. Those employees called in to cover "shift" assignment shall be compensated for the entire shift.

D. Premium Pay

1. The shift differential of \$.40 per hour shall be paid to all members of the bargaining unit. The shift differential shall be paid only for hours worked.

2. The sum of \$5.00 in premium pay will be paid to licensed practical nurses, certified nurses aides, maintenance worker at RHCF, kitchen and housekeeping personnel for any eight hour tour of duty worked on a Saturday or Sunday.

3. Employees required to work the hours of 7:00 p.m. to midnight on Christmas Eve or New Year's Eve shall receive an additional \$.15 per hour.

E. Meal Allowance

1. Highway, Buildings and Grounds and Solid Waste Departments

The County shall provide an \$8.00 meal allowance when Highway, Buildings and Grounds or Solid Waste employees work eleven (11) continuous hours and an additional \$5.00 when the number of continuous hours exceed fifteen (15), in any twenty-four (24) hour period, midnight to midnight, indicating three (3) and seven (7) hours of overtime.

2. Department of Social Services

Employees of the DSS who are required to start work three (3) hours prior to their normal starting time will be eligible for reimbursement for breakfast. The employee must submit appropriate vouchers and receipts.

F. "On Call" Pay for Caseworkers

The following rates shall prevail for Caseworkers in the Social Services Department when required to Registry Call Standby as follows:

Weekend \$60.00

September through June
Friday 5:00 p.m. through Monday 9:00 a.m.

July 1st through Labor Day
Friday 4:00 p.m. through Monday 9:00 a.m.

Weekday/
Holiday \$20.00

September through June
Monday through Thursday 5:00 p.m. - 9:00 a.m.

July 1st through Labor Day
Monday through Thursday 4:00 p.m. - 9:00 a.m.

Weekday \$15.00

September through June
Monday through Thursday 5:00 p.m. - 9:00 a.m.

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July 1st through Labor Day
Monday through Thursday 4:00 p.m. - 9:00 a.m.

G. Out-of-Title Compensation

When an employee is assigned the duties ordinarily done by a person in a higher job classification for four continuous hours, said employee will receive the pay due that title for the time worked in the following manner, retroactive to the start of the out-of-title work:

- | | | |
|----|-------------------------------|---------------|
| 1. | One or more year's of service | one year rate |
| 2. | Less than one year of service | starting rate |

H. Payroll

All employees shall have their pay lagged by one (1) week.

ARTICLE IV

Workday, Workweek and Overtime

SECTION 1.

A1. The work week for employees in County offices shall be from 9:00 a.m. until 5:00 p.m. with a lunch period of not more than one hour unless, by mutual agreement of the Department Head or designee and the employee, a different schedule is agreed to. All County offices having two or more employees shall arrange the lunch hour period so that the County office involved is open during the above business hours. During the months of July and August (July 1st through Labor Day), the business hours of the County offices shall be from 9:00 a.m. to 4:00 p.m. Coffee breaks shall be limited to two in any work day, not to exceed 15 minutes for each. Flexible work schedules are encouraged where the needs of the department will be enhanced which may include, the flexing of an employee's daily work schedule mutually agreed to by the employee and the department head or designee.

Except in an emergency, full-time employees who work a thirty-five (35) hour work week shall be required to take a one (1) hour unpaid lunch, which shall not be taken to shorten the work day.

Except in an emergency, full-time employees who work a forty (40) hours work week shall be required to take a one-half (1/2) hour unpaid lunch, which shall not be taken to shorten the work day.

Excluded from this provision are those positions entitled to receive a paid lunch (titles listed in Article IV, Section 1.A.2).

A2. Residential Health Care Facility Lunch Break

The following titles at the Residential Health Care Facility shall receive either a one-half (1/2) hour or one (1) hour unpaid lunch, with the approval of the Department Head:

Senior Account Clerk
Principal Account Clerk
Account Clerk
Typist
Inventory Clerk
Medical Records Technician
Laundry Worker
Cleaner
Maintenance Mechanic
Maintenance Worker
Laborer
Housekeeper

The following titles at the Residential Health Care Facility shall receive a one-half (1/2) hour paid lunch:

Social Work Assistant
Ward Clerk
Pharmacy Aide
Physical Therapy Assistant
Occupational Therapy Assistant
Activity Aide
Activity Leader
Dietetic Technician
LPN
Nurse Aides
Cook
Food Service Helper

B1. Highway Department Work Schedule

(i) The Highway Department workday shall be eight (8) hours (6 - 2:30 Highway Maintenance only), exclusive of a one-half hour lunch period. If scheduling changes are deemed necessary by the Superintendent of Highways, he shall call for a labor-management meeting to discuss the need for such change, presenting justification in support of such change and develop a schedule satisfactory to all concerned.

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(ii) During the period December 1st through March 31st, the Highway Department Superintendent may institute alternative work schedules for the purpose of snow and ice control. When the alternative work schedule is made effective, the work schedule for Highway Department employees assigned to snow and ice control (including mechanics and trail maintenance) shall be as follows:

- a. The day shift will begin at 6:00 a.m. and end at 2:30 p.m. The afternoon shift will begin at 10:00 a.m. and end at 6:00 p.m. Afternoon shift employees will be assigned on the basis of titles needed to staff the shift and by seniority in the department.

Notice to employees can be given by requiring employees to call in and receive instructions by a pre-recorded message.

- b. Afternoon shift employees who work the hours from 10:00 a.m. to 6:00 p.m. will receive shift differential at the rate of \$.40 per hour.

(iii) Effective on or about November 1, 1995, the Highway Department work schedule shall be as follows:

<u>Time of Year</u>	<u>Work Hours</u>	<u>Lunch</u>
When 2 Shifts are operational	6:00 a.m. - 2:30 p.m. 10:00 a.m. - 6:00 p.m.	11:00 -11:30 1:30 - 2:00
Balance of Work Year	6:00 a.m. - 2:30 p.m.	11:00 - 11:30

Coffee Break. During the term of this agreement, employees shall take their coffee breaks as follows:

1 st shift	6:00 a.m. to 2:30 p.m. Monday through Friday	1/4 hour coffee break at approximately 9:00 a.m. and 1:00 p.m.
2 nd Shifts	6:00 a.m. to 2:30 p.m. Monday through Friday	1/4 hour coffee break at approximately 9:00 a.m. and 1:00 p.m.
	10:00 a.m. to 6:00 p.m. Monday through Friday	1/4 hour coffee break at 1:30 p.m. to 2:00 p.m. combined 1/2 hour lunch/ coffee break

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Lunch. One-half hour (11:00 to 11:30 a.m.) - exact starting time is decision of supervisor depending on scope of work in progress at that time. Depending on job location a diner may not be close enough to travel to, eat, and return to the job site in one-half hour. Employees have to understand this and plan accordingly. Employees working in garage or leaving the premises at lunch time should punch out/in.

There will be times throughout year when employees will be requested to work through their lunch and thus receive overtime pay to do so.

(iv) Highway Department Snow and Ice Removal

In the event that there is an inadequate response from Highway employees for snow and ice removal, the Superintendent may utilize temporary, part-time, or other non-bargaining unit employees. Prior to utilizing temporary, part-time or other non-County employees, employees of the Highway Department shall be offered the assignment, regardless of shift assignment. In no event shall Highway Department employees plow for more than twelve (12) continuous hours.

(v) (4) 10 Hour Day Workweek - Highway Department

At the sole discretion of the Highway Superintendent, the County may implement a four (4) day work week (four 10-hour work days) which may be discontinued at the sole discretion of the Superintendent. The determination of the Highway Superintendent as to the implementation and continuance of the four day work week is final and shall not be subject to the grievance procedure.

When Highway Department employees are working a 4 10-hour day work schedule, and a holiday falls during Monday through Friday, employees will be granted 8 hours of holiday pay but must also use 2 hours of accrued time (vacation, compensatory, or personal leave) in order to receive a full 10 hours of pay. If a holiday falls on Friday, the preceding Thursday will be designated as the holiday. Employees working the four 10-hour day workweek shall receive one-half (1/2) hour for lunch (Noon to 12:30), and breaks at approximately 9:00 a.m. to 9:15 a.m., and 2:00 p.m. to 2:15 p.m.

C1. Solid Waste Work Schedule. The workday for employees of the Department of Solid Waste, except those employed at the transfer stations, shall commence between the hours of 6:00 a.m. and 9:00 a.m. The workday for non-office personnel shall be eight hours per day, with one-half hour for lunch. The workday for Recycling Facility employees shall be a ten hour day, Tuesday through Friday. The workday for office personnel, except the employee assigned to scale operations, shall be seven hours per day with one hour for lunch. Work schedules may be changed, except in an emergency, upon reasonable notice and consultation with the affected employees. The hours of operation at the transfer stations, and the workday for the Transfer Station Attendants shall be determined by the County. Employees shall be given reasonable notice, except in an emergency, of any changes in work schedules.

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C2. Ten Hour Work Schedule for Recycling Facility. Employees of the Recycling Facility, with the exception of the Maintenance Mechanic, who shall work the normal five day work schedule shall have a work week from Tuesday through Friday, 6:00 a.m. to 4:30 p.m., one-half hour lunch period, with a morning 15 minute break and an afternoon 15 minute break. Such breaks shall be mandatory and may not be combined.

Christmas, Independence Day, New Year's Day, and Thanksgiving will be fixed holidays at ten hours holiday pay per holiday. If one of these holidays falls on a Monday, the employee would be provided with ten hours of holiday pay at straight time in addition to the employee's forty hours of regular pay.

Employees shall be credited at the beginning of each calendar quarter with fourteen hours of floating holiday time. A minimum of ten hours holiday time credit must be used within ninety days. A maximum of four hours can be carried over from one quarter to the next. A maximum of eighteen hours of floating holiday time can be accumulated within any given quarter. As a general rule, all floating holiday time must be exhausted by the end of the year; however, if an employee requests floating holiday time during the last quarter of the year, and the request is denied, the floating holiday time will be added to the employee's vacation accruals. Any employee who does not request floating holiday time and is left with the balance at the end of the year shall lose those remaining hours.

Sick leave shall be earned at eight hours per month. Employees must use ten hours of sick leave if absent for an entire work day.

Vacation shall be earned per Article VI, Section 1 of the Collective Bargaining Agreement. All requests for time off must ensure that an employee utilizes benefit time which results in ten hours of pay per day.

The County reserves the right to revert to a five day per week work schedule, if operational needs of the Solid Waste Department require such a change. The continuance of the four day work week is at the County's sole discretion and any reversion back to a five day schedule is not subject to the grievance procedure.

D. **Public Health Flex Schedule.** Employees in the Public Health Department shall be assigned to cover Clinics on a rotational basis. The employees assigned to the Clinics will work "flex hours" within thirty (30) days to cover the Clinic evenings and Saturdays.

E. Work schedules established by the collective bargaining agreement may be changed when operational needs require, upon two weeks notice, except in an emergency. Prior to the change, the County will meet and confer with the local president, the appropriate unit president, and the affected employee or employees. When changes in work schedules are necessary, the County will initially seek qualified volunteers. If the needs of the County cannot be met by qualified volunteers, then the least-senior qualified employee shall be assigned.

SECTION 2. Overtime Pay

A. Employees shall receive time and one-half for overtime in excess of seven (7) hours per day (35 hours per week), eight (8) hours per day (forty (40) hours per week), except that employees in the Residential Health Care Facility shall receive time and one-half for overtime in excess of seven (7), eight (8) or eighty (80) hours in a payroll period. Those employees working 35 hour workweeks will be paid time and one-half for the period worked in excess of 35 hours to 40 hours, inclusive, before being eligible for compensatory time option.

B. Employees may elect to receive compensatory time off in lieu of overtime for hours worked in excess of 40 hours per work week, with the consent of the department head involved. Employees may accumulate a maximum of 45 hours compensatory time off (30 hours of actual work).

C. No employee shall work overtime hours without the express prior consent of the department head.

D. Payment for overtime hours worked shall be made in the next pay period after which it is earned.

E. All overtime work shall be performed by employees within their title with such overtime being as equitably distributed as possible. Only employees having the ability to perform the work will receive such overtime.

F. Highway Department employees working the day shift will be paid time and one-half for all overtime worked pertaining to snow and ice control before the hours of 6:00 a.m. and after 2:30 p.m. on an emergency call-in basis. Highway Department employees who are assigned to the afternoon shift for the purposes of snow and ice, shall be paid time and one-half for all overtime hours worked after eight hours in a work day and 40 hours in a work week.

G. Highway Department employees will be paid double time on Thanksgiving, Christmas and New Year's Day, assuming they worked.

H. Except as otherwise provided in the Agreement (i.e., emergency callouts), overtime shall be paid at time and one-half (1 ½) for actual time worked.

SECTION 3. Overtime Scheduling

For the purposes of making overtime assignments, department heads may establish two overtime lists. The initial list to be canvassed shall contain the names of qualified volunteers, by seniority, and shall be canvassed by continuous rotation. The second list shall consist of an involuntary/mandatory overtime list established by inverse order of seniority which shall be canvassed if there are not enough qualified volunteers to staff the operational needs of the

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department. The involuntary/mandatory overtime list shall be canvassed by continuous rotation. The parties agree to discuss in-labor management, the implementation of the overtime lists for each County department.

SECTION 4.

An employee who has begun to work his/her regularly scheduled work day shall not be required to split the work day to avoid the payment of overtime.

SECTION 5. Shift Assignment/Position Vacancies

All vacancies for permanent positions covered by this collective bargaining agreement shall be posted for a minimum of ten work days in all County Departments.

All permanent County employees will be allowed to bid for vacant permanent positions whenever they meet the established minimum qualifications for the position vacancy.

Whenever possible positions will be filled as far as practicable by qualified employees within the Department where the vacancy exists.

The Department Head shall consider the operational needs of the Department and such typical but not exhaustive selection criteria as a candidate's time and attendance record, job performance appraisal (when available), disciplinary problems, training and experience, ability to perform the job duties and responsibilities satisfactorily, and does the candidate meet the established Civil Service minimum qualifications.

When candidates are deemed equally qualified by the Department Head, Department seniority shall prevail and shall be used to break the tie.

Provisions of New York State Civil Service Law and the Civil Service Rules of the Fulton County Department of Personnel shall govern all appointments to positions in the classified service.

SECTION 6. Training Seminars

In-service training seminars requiring additional hours of work past the normal day and additional mileage will be fully compensated for at overtime rates of pay (Federal or State mandated only).

SECTION 7.

The County shall post work schedules at a reasonable amount of time in advance.

ARTICLE V

Holidays

SECTION 1. Holidays

All full-time employees shall be granted the following legal holidays with pay:

- | | |
|---------------------------------------|------------------------|
| New Year's Day | Independence Day |
| Martin Luther King Day | Columbus Day |
| Labor Day | |
| Lincoln's Birthday (floating holiday) | Veterans' Day |
| Washington's Birthday | Thanksgiving Day |
| | Day After Thanksgiving |
| Memorial Day | Christmas Day |

When a holiday falls on a Sunday, the following Monday will be the day observed as the holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed.

Except for employees at the Residential Health Care Facility, Lincoln's Birthday shall be a floating holiday. Employees shall be required to work on Lincoln's Birthday at their normal rate of pay, unless on approved leave. Washington's Birthday shall be celebrated as President's Day. Employees who work on Lincoln's Birthday shall receive a floating holiday. The floating holiday must be used within ninety (90) calendar days of Lincoln's Birthday. The floating holiday shall be taken with the approval of the Department Head. If, due to operational needs, the employee cannot use the floating holiday within the designated period, the floating holiday shall be taken at another time, with the approval of the Department Head.

Employees shall not be permitted to cash-out accrued holidays unless the holiday time is denied by the Department Head, so long as the request for the holiday time is made thirty (30) days in advance. This shall apply to holiday time earned after ratification of the Memorandum of Agreement by the Board of Supervisors.

SECTION 2. Part-time Employees

Regular part-time employees, when excused from work on a holiday from a formally scheduled tour of duty, will be paid on a holiday allowance on a pro-rated basis.

SECTION 3. Work on a Holiday

An employee who is required to work on a day designated as a holiday pursuant to Section 1 shall be compensated as follows:

- a. Residential Health Care Facility employees governed by Article III, Section 3D(2) shall receive an additional \$7.00 for each eight (8) hour tour of duty worked, plus an additional day off in lieu of the holiday, except that said employees who work on Thanksgiving Day or Christmas Day (December 25th) shall receive time and one-half (1 ½) for hours worked, plus an additional day off in lieu of the holiday.
- b. Highway Department employees shall receive an additional time and one-half for each hour worked, except for Thanksgiving, Christmas and New Year's Day, in which case the employee shall receive an additional double time for each hour worked.
- c. All other employees shall receive an additional half-time for each hour worked, plus additional equivalent time off for each hour worked.
- d. Employees at the Residential Health Care Facility may elect to work on a holiday with the consent of their Supervisor, in which case the employee will receive their regular compensation and will be entitled to another day off.
- e. All additional days off in lieu of holidays shall be taken with the approval of the employee's immediate supervisor.

ARTICLE VI

Vacation, Sick Leave and Other Leave Regulations

SECTION 1. Vacation

A. All employees shall be entitled to vacation with pay based on their years of service and employment as follows:

- | | | |
|----|--|--|
| 1. | 0 - 1 years of service | Employee who completes six months of service shall be credited with six days of vacation and one day per month thereafter. |
| 2. | Service of more than one year but less than five years | One day per month |
| 3. | Service of more than five years but less than ten years | 1 1/4 day per month |
| 4. | Service of more than ten years but less than fifteen years | 1 1/2 day per month |

5. Service of more than fifteen years 2 days per month

B. Employee vacation requests are encouraged to be submitted by March 1st of each year on an appropriate form. The Department Head shall respond to the vacation request by March 15th. At all times, vacation approvals shall be based upon the operational needs of the Department. Once approved, an employee's vacation cannot be displaced by a more senior employee. Subsequent vacation requests may be submitted, but shall be subject to the operational needs of the Department.

C. Vacations may be accumulated from year to year to a maximum of eighteen months accrual.

D. County seniority shall be used for preferential scheduling of vacation time, subject to the needs and approval of the department head. Other than paragraph B above, all vacation requests must be either granted or denied within ten (10) working days. Once approved, an employee's vacation cannot be displaced by a more senior employee. Residential Health Care Facility - Assignment of vacation time shall be made at the times desired by the employee to the extent practicable in the light of needs of the Residential Health Care Facility. In the event more Unit employees request the same vacation time off per shift than can be reasonably spared for operating within the Unit, vacation time off will be granted to such employees who can reasonably be spared by the department head in order of seniority.

Seniority shall be defined as service from original date of employment less any break in service not exceeding one year.

E. Employees may sell back to the County up to forty (40) hours of earned vacation in each year of the Contract. In order to be eligible for the vacation sell back, the employee must have reached his/her maximum vacation accrual and have requested vacation and have had such request denied by the Department Head. The Department Head shall forward the request for sell back to the Personnel Department. If approved by the Personnel Department, payment shall be made within three (3) payroll periods. Employees may not sell back more than forty (40) hours of vacation in any calendar year.

F. Upon termination of employment, an employee shall receive payment for any unused vacation days.

SECTION 2. Sick Leave

Absence of full-time employees by reason of sickness or disability shall be allowed as follows:

A. A full-time employee may be granted sick leave for an absence due to sickness or disability at the rate of one day for each successive month of service, which sick leave may be

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accumulated up to a maximum of 165 days.

B. Sick leave shall mean absence for an illness which prohibits an employee from performing his/her normal duties and is sufficient to confine the employee home, except for doctor's appointments and necessary visits to a pharmacy for the purpose of filling prescriptions. Sick leave may be used by an employee for regularly scheduled doctor and dental appointments.

C. Upon becoming sick or disabled, an employee shall be granted his accumulated, unused sick leave with pay, for the period of disability.

D. Notification of sick leave must be within one hour of beginning of work day, but not later than 15 minutes after the normal starting time. Employees who do not call in as required shall receive one oral warning of said violation. After receiving one oral warning, the employee will be docked up to four hours of pay, at the department head's discretion for subsequent violations. This shall not preclude discipline when warranted.

E. Sick leave accumulation shall be canceled upon the termination of employment, except in the event of retirement under Retirement Plan 75-i, when any unused sick leave will be applied to provide increased retirement benefits in accordance with State regulations.

F. An employee who by virtue of contracting a work-related communicable disease must be isolated or quarantined shall be granted leave with pay during the period of isolation or quarantine. An employee who becomes ill by virtue of a job-mandated inoculation and is unable to perform the duties of his/her position shall be granted leave with pay during the period of such illness without charge to accumulated leave time.

G. The department head may require a physician's certificate for any absence of more than two days. Where the illness or disability is of long duration, a physician's certificate will be required for each 30 calendar days of continued absence. In any case, the employee may be required by the department head to undergo an examination by a physician to determine if the illness is bona fide.

H. Sick leave with pay will be granted for absence due to illness in the employee's "immediate family" provided such illness requires the care of the employee. The term "immediate family" shall mean parents, spouse, child, brother or sister of the employee, or stepchildren or stepparents who live in the employee's household.

I. Sick leave may not be used in increments of less than one-quarter hour.

J. Where an employee has demonstrated a pattern use of sick leave, the employee shall be counseled by the supervisor and/or department head, and shall be notified in writing that the employee may be required to provide a doctor's certificate for each future absence. At the end of six (6) months, if the pattern ceases, as determined by the Department Head, the employee shall not be

required to continue to bring in a doctor's note. The employee shall be notified in writing, with a copy to the Unit President, whether or not the requirement shall be continued. During the period that the employee is required to bring in a note, if the employee fails to bring in a note within two (2) working days of the absence, the employee shall not be paid for the day.

K. Employees who do not use any sick leave in a calendar quarter shall be paid \$75.00, which shall be payable in the second payroll period in July (for the first two quarters of the calendar year), and January of the succeeding year (for the second two quarters in a calendar year). An employee who does not use any sick leave in a calendar year shall be paid an additional \$100.00 for an annual total of \$400.00, which shall be paid in the second payroll period in January of the succeeding year.

L. The parties agree to discuss in labor management the transfer of sick leave from employees to other employees who have exhausted their sick leave accruals and who incur a catastrophic injury or illness.

SECTION 3. Workers' Compensation

When an employee receives compensation under the Workers' Compensation Law, he may elect in writing whether he wishes to receive sick leave pay during the period of disability, in lieu of Workers' Compensation benefits. Should the employee so elect, such sick leave shall be charged against his accumulated sick leave.

SECTION 4. Death in Family

A full-time employee who is absent from duty for reason of death in the "immediate family" shall receive pay for up to a total of five days each year, such dates dating from the death of the relative. If such days exceed the five days in any one year, those excess days shall be charged to sick leave provided the employee has such accumulated sick leave days.

The term "immediate family" shall mean parents, parents-in-law, spouse, child, brother, sister, grandparents, grandchildren, brother-in-law, sister-in-law, stepchildren and stepparents.

SECTION 5. Leaves of Absence Without Pay

Applications for leave without pay, for any of the reasons cited herein, shall be filed by the employee with the department head. The application shall state the reason for the requested leave and the duration. If approved by the department head, the application shall be forwarded to the Personnel Committee. The Personnel Committee shall either approve or deny the requested leave. If the leave is approved, the employee shall have the right to return to the same or equivalent position as held prior to such leave.

A. Maternity Leave

1. The request for maternity leave will be initiated by the employee to the department head, as has been past practice, indicating the last day of work. The department head will acknowledge receipt of the request.

2. The employee will, in the 6th to 8th week following the birth of the child, contact the department head and upon submission of notice and proof of claim under the Fulton County Disability Plan, indicate one of the following:

- a. Ability to return to work as maternity disability has been concluded.
- b. Need for an extension of leave for maternity or other medical reasons supported by physician's statement and anticipated duration.
- c. Request for extension of leave for other reasons which may temporarily preclude the employee's ability to return to the job site. This request must also identify an anticipated time frame.

The lengths of leave for medical reasons will be of duration that is deemed necessary by appropriate medical authorities rather than governed by an amount of sick time accruals.

B. Leave Because of Extended Illness

1. When an employee has exhausted all of his/her sick leave credits and is still unable to work, or if the attending physician has recommended a period of rest and convalescence, the employee may request a leave of absence, up to one year, from the department head.

2. An employee substituting for another employee during a vacation period or leave of absence will be paid the same rate of compensation he/she received prior to his substitution, unless the leave of absence is approved and granted for a period of one year.

C. Leave for Educational Purposes

Employees may be granted a leave of absence without pay with prior approval of the department head for a period of up to two years for the purpose of acquiring additional education and training that will increase the usefulness and efficiency of the employee in his/her position. Requests must include specifics of degree in curriculum.

D. Leave to Serve in Another Position in the County Service

Leave of absence without pay for up to one (1) year may be granted to an employee to enable the employee to serve temporarily or provisionally in another position. In an exceptional case, an

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extension for up to one (1) year may be granted.

E. Leave for Other Reasons

Leave of absence without pay for reasons other than those cited herein may be granted in unusual circumstances.

F. Military Leave of Absence

Any regular full-time employee who is required to render ordered military duty, shall be granted military leave of absence pursuant to the Military Law. Any such employee shall, upon returning to County employment within ninety (90) days following the date of his/her military discharge, be reinstated at the same salary he would have received, including annual increments, had he been able to remain on the job.

SECTION 6. Personal Leave

A. All full-time employees who work a summer schedule of 30 hours per week may be granted seven hours per year personal leave.

B. All other full-time employees working a regularly scheduled 40 hour week during summer months shall be entitled to twenty-four (24) hours personal leave per year.

C. In order to receive such leave, the employee must request from the Department Head, or his or her designee, the leave at least two (2) days prior to taking such leave, except in an emergency. Employees shall not be required to give a reason for the leave.

D. Personal leave remaining unused at the end of a calendar year shall be automatically applied to sick leave accruals.

E. In the event that an employee accrues hours equal to 165 days sick leave, said employee may then apply unused personal days to sick leave accrual to hours equal to 200 days. An employee may apply unused personal leave to sick leave accruals.

F. In the event of a family emergency, an employee may call in within 15 minutes of the beginning of their work day and request approval to use personal leave for a family emergency.

SECTION 7. Charges Against Benefit Time Accruals

Charges against employee's benefit accruals (i.e., sick leave, personal leave, vacation, etc.) shall be on a quarterly hour basis.

SECTION 8. Leave for Jury and Court Attendance

A. Leave of absence with pay for jury service or attending court for other than personal reasons shall be granted. Compensation for jury duty, less travel allowance, is to be returned to the County.

B. Employees who are selected for Jury Duty and who work the second or third shifts shall be considered to be working days for the period of the jury duty. If the employee is released from jury duty and still has three hours remaining in the work day (excluding lunch), the employee shall be required to report to work. Employees shall be required to submit jury duty slips to the department head.

SECTION 9. Tardiness

The employer may establish and publish rules establishing penalties for tardiness. An employee who is unable to report to work at his/her normal starting time is required to notify the department head or his/her designee. In the event of severe storms or floods or similar uncontrollable conditions affecting a group of employees, tardiness will be excused and not charged against accumulated vacation providing, however, that the employee reports within two hours of his/her scheduled starting time.

SECTION 10. Time Clocks

The following rules and regulations shall apply to all employees and failure to comply with such rules may result in disciplinary action up to and including discharge:

A. Rules

1. Employees shall not clock-in in excess of 5 minutes prior to their scheduled reporting time.
2. Employees shall not clock-out earlier than two (2) minutes prior to their scheduled lunch periods and shall not clock-in earlier than five minutes prior to the end of their scheduled lunch period.
3. The employee shall not clock-out earlier than two (2) minutes prior to the end of the workday.
4. No employee shall, at any time, for any reason, punch any time card other than their own. A violation of this rule shall subject the employee to severe disciplinary action.
5. Any alterations of any employee's time card can only be, and must be, made by the department head.

6. Employees who fail to report to work at the start of the work day shall be tardy. Being tardy will not be tolerated and excessive, chronic or habitual tardiness will be the cause for corrective or disciplinary action.

7. Except for employees who are performing fieldwork, any employee who leaves County property to take a coffee break will be required to clock out and clock in. Employees shall be paid for two (2) 15-minute coffee breaks.

ARTICLE VII

Part-Time Workers

A part-time employee is one who works, on a regular schedule, twenty (20) hours or more, but less than a full workweek, is identified as a line item in the budget; is entitled to health insurance on the same basis as full-time employees, and is entitled to all other fringe benefits except longevity on a pro-rata basis.

FORMULAS:

Part-Time Employee Vacation, Sick Leave, Personal Leave Accrual

$\frac{48}{80}$ hours worked
hours in payroll period = 3/5 time proration factor

$\frac{40}{80}$ hours worked
hours in payroll period = 1/2 time proration factor

$\frac{40}{70}$ hours worked
hours in payroll period = 4/7 time proration factor

Personal Leave Per Year

3/5 x 24 hours (3 days) = 15 hours

1/2 x 24 hours (3 days) = 12 hours

4/7 x 7 hours (1 day) = 4 hours

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Sick Leave Hour Accruals - Vacation Hour Accruals at Less than 5 Years Service

$$3/5 \times 8 \text{ hours (1 day)} = 5 \text{ hours}$$

$$1/2 \times 8 \text{ hours (1 day)} = 4 \text{ hours}$$

$$4/7 \times 7 \text{ hours (1 day)} = 4 \text{ hours}$$

Vacation Hour Accruals Per Month at 5, 10 and 15 Year Rates

> 5 - < 10 Years

$$3/5 \times 10 \text{ hours (1 day)} = 6 \text{ hours}$$

$$1/2 \times 10 \text{ hours (1 day)} = 5 \text{ hours}$$

$$4/7 \times 8.75 \text{ hours (1 day)} = 5 \text{ hours}$$

10 Years

$$3/5 \times 12 \text{ hours} = 7 \frac{1}{2} \text{ hours}$$

$$1/2 \times 12 \text{ hours} = 6 \text{ hours}$$

$$4/7 \times 10 \frac{1}{2} \text{ hours} = 6 \text{ hours}$$

15 Years

$$3/5 \times 16 \text{ hours} = 10 \text{ hours}$$

$$1/2 \times 16 \text{ hours} = 8 \text{ hours}$$

$$4/7 \times 14 \text{ hours} = 8 \text{ hours}$$

Residential Health Care Facility

All part-time employees shall be formally scheduled on any day for the actual number of hours for which work performance is required.

ARTICLE VIII

Pensions and Health Insurance

SECTION 1.

A. All employees who became members of the New York State and Local Employees Retirement System on or before June 30, 1976, shall be governed by the provisions of the Improved Career Retirement Plan as set forth in Section 75-i of the Retirement and Social Security Law.*

B. All employees who became members of the New York State and Local Employees Retirement System on or before August 31, 1983, shall be governed by the provisions of the Coordinated-Escalation Retirement Plan contained in Article 14 of the Retirement and Social Security Law.*

C. All employees who became members of the New York State and Local Employees Retirement System on or after September 1, 1983, shall be governed by the provisions of the Coordinated Retirement Plan contained in Article 15 of the Retirement and Social Security Law.*

*** The County has no authority to change or modify the benefits or obligations of the Retirement and Social Security Law and as such, will comply with the provisions of law in regard to these benefits as adopted by the Legislature and interpreted by the Courts.**

SECTION 2. Health Insurance

All permanent employees shall be eligible for membership in the Fulton County Health Insurance Plan or such other health plan as may be selected by the Employer pursuant to the terms of this Agreement.

A. Except as provided in paragraph B hereof, the Employer shall pay the total cost of the Fulton County Health Insurance Plan, selected by the Employer, for an individual employee and 75% of the cost for dependent coverage if selected by the employee. Effective as soon as practicable after ratification of the 2006 Memorandum of Agreement by both parties, the County shall no longer offer Blue Shield of NENY Community Blue, which shall be replaced by CDPHP Avid Care 20, with no in-patient deductible and including Optical Rider 177A. The prescription drug card shall be \$10/\$25/\$40.

The County shall offer the New York State Empire Plan, Core Plus Medical and Psychiatric Enhancements, with prescription drug rider which plan shall provide the lowest co-pay for prescription drugs in place of Blue Shield of Northeastern New York (Par Plus).

The County will not be required to negotiate the impact caused by unilateral changes to benefits, co-payment provisions, or deductibles imposed by health insurance provider. The

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County will provide proof to the Union that such benefits, co-payment provisions, deductibles (riders/option) are no longer available by the carrier.

Upon separation from service, employees shall receive health insurance through the end of the month in which they leave service, except that all employees with more than ten (10) years of service with the County, who voluntarily leave County employment, shall continue to receive health insurance for one (1) month subsequent to the month in which they leave service under the same terms as they receive health insurance as an employee (i.e., employee premium contributions).

B. Employees employed subsequent to October 1, 1985 (1) may, at their option and expense, be covered under the Fulton County Health Insurance Plan after thirty (30) days of employment; (2) shall, at their option, be provided individual coverage toward the premium cost of which the Employer shall contribute fifty percent (50%) thereof, increasing to one-hundred percent (100%) after one (1) year of continuous employment; (3) shall be provided dependent coverage toward the premium cost of which the Employer shall contribute fifty percent (50%) thereof. Excluded here from are the provisions of Section 3 and Section 4 hereof.

C. In the event of a change of the health insurance carriers, such change shall be made by the employer after not less than sixty (60) days written notice to and consultation with CSEA. The terms "carrier" or "private carrier" shall include the County of Fulton under any self-insurance plan. The benefits provided by the new carrier shall be substantially equal to or better than the benefits provided by the coverage in effect at the time of such change. Any private carrier must be approved and licensed by the insurance department of the State of New York.

D. From and after the date of the execution of this Agreement for all retired employees, the County will assume the payment of said retiree's health insurance premiums which become due following the date of the execution of this Agreement, in accordance with the coverage (individual or family) which the employee had at the time of retirement.

E. Each employee eligible for the Fulton County Health Insurance Plan may elect to refuse participation in the Plan and provide for their own health insurance. Effective January 1, 2002, the Employer will place \$62.50 in a trust account for each month that the employee is eligible but does not elect coverage under the County Health Insurance plan. The employee will receive the funds so accumulated by December 15th of each year or upon termination. In the event that employees opt to return to the Fulton County Health Insurance Plan, they may do so in accordance with the rules set forth by the Carrier.

F. The County will continue the IRC-125 Plan for health insurance premiums only.

SECTION 3. Disability Insurance

All employees will be covered by "Disability Insurance" as outlined by the New York State Disability Plan - cost to be borne by the Employer. In the event that the Employer insures with a

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private carrier, or elects to self insure, benefits will be equal to those of the New York State Disability Plan.

SECTION 4. Dental Insurance

A. All employees will be covered by "Family Plan" dental insurance cost, to be borne by the Employer. Benefits to be underwritten by CSEA Employee Benefit Fund.

ARTICLE IX

Tenure

SECTION 1.

Employees in the non-competitive and labor classes shall be accorded the same rights that competitive employees receive under the provisions of Section 75 of the Civil Service Law as it relates to removal or suspension. The County agrees to send a copy of all notices of discipline to the CSEA Local and CSEA Unit President within one working day of serving the employee with the notice of discipline.

SECTION 2.

In the event of a layoff, labor class and non-competitive class employees, for a period of twelve (12) months, shall be placed on a "preferred list" by title in the inverse order of seniority. For purposes of this section, "title" shall mean the actual title occupied at the time of layoff and any other title for which the employee is qualified. Preferred lists established pursuant to this section shall be canvassed in rank order before any new employee is hired in a title for which such preferred list or lists exist.

SECTION 3.

A. In the event of a layoff, employees in the noncompetitive and labor classes shall be laid off by department and title in the inverse order of seniority and inverse order of class rank as defined herein. Employees in a lower class rank shall be laid off first, by seniority. Class rank shall be:

1. Temporary employees
2. Part-time employees who regularly work less than 20 hours per week
3. Part-time employees who regularly work more than 20 hours per week
4. Full-time employees

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B. Employees laid off may “bump” into a lower grade title within a recognized promotional series, such as Laborer - Skilled Laborer - MEO - HEO, provided he/she is qualified for the lower grade position, and is more senior than the lower grade employee.

SECTION 4. Extension of Health Insurance Benefits

In the event of employee “layoff”, the employer shall continue coverage of the employee's health insurance for a period not to exceed 60 days from the termination date.

ARTICLE X

Promotions

SECTION 1.

When an employee is promoted to a higher job classification, the employee will receive the rate of pay commensurate with the rate the employee was receiving in his/her former job classification. (Employees promoted from the “start rate” shall receive the “start rate” of the new position, employees being promoted from the “one year rate” shall receive the “one year rate” of the new position.) An employee who is promoted and receives the “start rate” of the new position will begin receiving the “one year rate” upon reaching his/her first anniversary date of County employment. The employer will post all promotional opportunities so that employees may have an opportunity to apply for such positions.

SECTION 2.

A noncompetitive or competitive class employee who receives a provisional appointment to another position within the County shall be allowed to return to his/her former position with full seniority rights any time during the term of the provisional appointment or if the provisional appointment does not result in a permanent appointment to the new position.

SECTION 3.

An eight week probationary period shall apply for employees who transfer to a new job classification within the bargaining unit.

SECTION 4.

When vacancies for Unit positions are announced and posted, and no employees seek transfer or reassignment, Unit employees who wish to be considered for promotion shall be allowed to bid for such promotion. In such cases, seniority in County job titles in the department where such vacancy exists shall be the determining factor when all other factors of qualifications for the position

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are equal as determined by the department head and when not in conflict with Civil Service Law as it applies to competitive class positions.

ARTICLE XI

Transfers

There shall be no change in the salary of an employee who is transferred unless his salary is below the approved minimum of the new position. If an employee is transferred to a new position in a class having a higher salary range than the class from which he was transferred, such change shall be deemed a promotion and provision governing promotions shall apply. If an employee is transferred to a position in a class having a maximum lower than the minimum of the class from which the employee was transferred, such change will be deemed a demotion and all provisions governing such shall apply. The Employer shall allow a transfer of similar titles from one department to another with the consent of the department head where the vacancy exists.

ARTICLE XII

Reallocation

When an employee's position is reallocated to a lower class position, the employee shall be permitted to continue at his present rate of pay during the period of incumbency (except in the event of general service-wide reductions) but shall not be entitled to a salary increase.

ARTICLE XIII

Demotions

When an employee is demoted to a lower class position or at a rate which is within the approved range for the lower class position or for the new class in which the position has been placed, then the rate of pay shall be set by the Board of Supervisors.

ARTICLE XIV

Reinstatement

Employees who are reinstated within one year of their separation from County employment shall retain the seniority and accumulated benefits which they had at the time of their separation, except for benefits which were adjusted at the time of separation. Vacation paid at the time of separation will not be recredited if reinstated.

ARTICLE XV

Re-Classification Procedure

An employee who believes that they are continually performing out-of-title work is encouraged to follow the Reclassification and Notice of Appeals section of the Department of Personnel's Rules for the Classified Civil Service of Fulton County as referenced in Rule XXIII, Sections 5 & 6.

Fulton County's Civil Service Rules govern the procedures for classification and reclassification of positions in the classified service.

Rule XXIII, Sections 5 & 6 reads as follows:

5. Reclassification. The appointing officer shall file a prescribed form with the Personnel Officer whenever a permanent and material change is made in the duties and responsibilities of any position. Such form shall clearly describe in detail the changes which have been made in the duties of the position. After an analysis of the changes in the duties and responsibilities of the position, the Personnel Officer shall allocate the position to an appropriate class, or if no appropriate class exists, shall create a new class and prepare a class specification for such position.

6. Notice and Appeals. Any appointing officer may make application for the classification or reclassification of any position in his/her department, or any employee in the classified service may apply for a reclassification of his/her position. Such application must set forth reasons in support of the requested reclassification, and must show changes in the duties and responsibilities of the position since the last determination with respect to its classification. The Personnel Officer shall give reasonable notice of any proposal or application for a change in classification to the appointing officer and to the employee or employees affected thereby. Any person desiring to submit facts orally or in writing in connection with the reclassification of any position shall be afforded reasonable opportunity to do so. The Personnel Officer shall then determine the proper allocation of the position. No employee, either by classification or reclassification, change in title or otherwise, shall be promoted, demoted, transferred, suspended or reinstated except in accordance with the provisions of the Civil Service Law and these rules.

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The provisions of this article are not grievable.

ARTICLE XVI

Appropriations for Positions

After a proposed position is classified or an existing position is reclassified as provided in the rules governing the administration of the classification plan, the Board of Supervisors, or other budgetary authority subject to the provisions of this rule, must appropriate funds for the salary for such position before it may be officially established.

ARTICLE XVII

Reciprocal Rights

The Employer recognizes the right of the employees to designate representatives of the CSEA to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this Agreement and to visit employees during working hours. Such employee representatives shall also be permitted to appear at public hearings before the local legislative body upon request of the employee.

SECTION 1.

The CSEA shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the Employer, subject to the approval of the contents of such notices and communications by the Board of Supervisors or their designee.

SECTION 2.

The officers and shop stewards of CSEA shall have the right to visit the Employer's facilities for the purpose of adjusting grievances and administering the terms and conditions of this Agreement. Leave pursuant to this Section shall be granted provided it does not interrupt the operating needs of the County.

SECTION 3.

The County shall allow a total of ten (10) days, with no loss of pay and without charge to any accumulated credits, to each of two designated delegates to attend CSEA conventions, meetings, functions, etc. CSEA shall provide the Employer with a ten (10) day notice of intent to utilize this contract provision. In addition to the foregoing, the "Local" president shall be granted 20 days as stipulated in this paragraph. Leave granted pursuant to this Section shall be subject to the approval of the Director of Personnel and shall not be unreasonably withheld. Where the Board representative

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is not the Local President, and where CSEA reimburses the County for Board meetings, such days shall not be charged to vacation or union release day credits.

SECTION 4.

The CSEA agrees to do its utmost to see that its members perform their respective duties loyally, efficiently, and continuously under the terms of this Agreement. The CSEA and its members will use their best endeavors to protect the interest of Fulton County to conserve their property, protect the public and to give service of the highest quality.

SECTION 5.

A. A joint Unit Labor-Management Committee shall be established and continue for the length of this Agreement. This Committee shall consist of one representative of the Unit plus the Local president and grievance chairman.

B. This group shall meet with the Chairman of the Personnel Committee and/or his designee and the department heads of the respective units.

C. Meetings may be held as mutually agreed. CSEA and the County will exchange agendas and names of representatives who will attend at least two weeks in advance of the scheduled date of the meeting.

D. The purpose of these meetings will be for purposes of discussion and resolving County-wide problems or problems of mutual interest, including but not limited to flex time and excluding grievances already in progress.

E. For the purpose of this Agreement, the units are the Residential Health Care Facility, the County Office Building and the Highway Department.

F. A joint Unit Labor-Management Health and Safety Committee shall be established and continue for the term of this Agreement. This committee shall be composed of one representative from each unit, Local president, the Chairman of the Board, the Chairman of the Personnel Committee, the Personnel Director and the Clerk of the Board. The purpose of this committee shall be to make recommendations to the Board relative to matters of employee health and safety.

SECTION 6.

A. Employees have the right, upon prior written notice to the Director of Personnel to inspect their personnel folder. The folder may not be taken out of the office.

B. Employees have the right to be notified and to see any written reprimands or negative

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recommendations before they are inserted in their folder.

C. Employees have the right to insert in the folder a written explanation or rebuttal to any reprimand.

SECTION 7.

The County will provide for payroll deductions to accommodate employee membership in the Fulton County Teacher's Credit Union. The County shall implement direct deposit as soon as practicable for any local bank located in Fulton County.

SECTION 8.

The CSEA Local or Unit President shall submit to the Director of Personnel a written list of union officers and shop stewards. Failure to provide the list will result in the denial of union leave to any employee whose name does not appear on the list.

SECTION 9.

Each employee will notify the Director of Personnel of any change in the employee's address or phone number. Phone numbers designated as unlisted will not be indiscriminately released.

ARTICLE XVIII

Savings Clause

All previous rules and practices in existence on December 31, 1987, and which are not governed by the provisions of this Agreement, shall remain in full force and effect. It is expressly understood that this provision does not apply to rules and practices which come into existence subsequent to January 1, 1988.

ARTICLE XIX

Severability

If the enactment of legislation or a determination of a court of final jurisdiction renders any portion of this Agreement invalid or unenforceable, it shall not affect the validity 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 been originally included therein.

ARTICLE XX

Dispute and Grievance Procedure

SECTION 1. Purpose

It is the intent of the County and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

SECTION 2. Definitions

A. A contract grievance is a dispute concerning the interpretation, application or claimed violation of a specific term or provision of this agreement or other written agreements between the union and the employer which affect the compensation of employees (such as utilization of overtime rosters, etc). Other disputes which do not involve the interpretation, application or claimed violation of a specified term or provision of this agreement, or the other agreements referred above including matters as to which other means of resolution are provided or foreclosed by this agreement or by statute or administrative procedures shall not be considered contract grievances.

B. An "employee" shall mean any person in the Unit covered by this Agreement.

C. The "Association" shall mean the CSEA, Inc.

D. An "aggrieved party" shall mean the employee or group of employees who submit a grievance or on whose behalf it is submitted, the Association, and (when it submits a grievance), the County.

E. A "class grievance" is one that grieves a group or groups, class or classes of employees.

SECTION 3. Submission of Grievances

A. Each grievance shall be submitted in writing and shall identify the aggrieved party, the provision of this Agreement involved in the grievance, the time when, and the place where, the alleged events or conditions constituting the grievance existed, and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

B. The Association may submit any class grievance directly to the Personnel Committee of the Board, or their designee (Step Two).

- C. The County shall present grievances to the President of the Association Local.

SECTION 4. Grievance Procedure

Prior to initiating a formal written grievance, an employee or the association is encouraged to resolve disputes informally with the appropriate immediate supervisor.

A. Step One.

The employee shall present the grievance to the department head or his/her designee no later than thirty (30) calendar days after the date on which the act or omission giving rise to the grievance occurred. The department head, or his designated representative shall meet with the aggrieved party and issue a written decision not later than ten (10) working days following the receipt of the grievance.

B. Step Two.

If the aggrieved party is not satisfied with the response, or if no response is received within the required period, the aggrieved may file the grievance to the Personnel Committee of the Board within (10) working days. The Personnel Committee of the Board, or its designee, shall meet with the aggrieved party and the Association and issue a written decision not later than twenty (20) working days following receipt of the Step Two appeal. Class grievances submitted by the Association shall commence at Step Two.

C. Step Three.

In the event that the union is not satisfied with the Step Two determination, the union may within twenty (20) work days after receiving the response, or if no response is rendered, refer the grievance to binding arbitration through the Public Employment Relations Board. The parties shall adhere to the rules of PERB regarding the selection of arbitrators.

The arbitration award must be rendered within thirty (30) days after the close of the hearing, unless otherwise mutually agreed to by the parties. Any award requiring the payment of back pay or other monies may only award such payment up to thirty (30) working days prior to the filing of the grievance.

The arbitrator's power is limited to the express written provisions of this Agreement, and the other written agreements referred to in Article XX, Section 2(a).

The arbitrator's decision will be in writing and will set forth his findings, reasonings and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the

Final

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

The cost for the services of the arbitrator will be borne equally by the County and the Association.

ARTICLE XXI

Employee Evaluation

All County employees shall be evaluated pursuant to the existing agreed upon procedure.

ARTICLE XXII

Management Rights

SECTION 1.

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the County are retained by it including, but not limited to, the right to determine the mission, purpose, objectives and policies of the County; to determine the facilities, methods, means and number of personnel required; select, recruit, hire, appraise, train, retain, lay off, promote, determine qualifications of employees, assign or transfer employees; to direct, deploy, utilize the work force, to decide the number and location of its businesses and service operations, the business and service operations to be conducted and rendered, to maintain order and efficiency in all its departments and operations, including the right to discipline employees.

SECTION 2.

The employer shall negotiate collectively and in good faith with the CSEA as sole collective bargaining agent of qualified County employees in the determination of salaries and the terms and conditions of employment and to enter into a written agreement with the CSEA.

SECTION 3.

The County may contract out for goods and services, so long as no permanent full-time bargaining unit employee is laid off as a result of contracting out. Prior to contracting out for goods and services, the County shall inform CSEA of the proposed contracting out, provide CSEA with information regarding the contracting out specifications, including the cost of the work to be done by County employees versus the cost of contracting out. The CSEA shall have the right to submit written alternatives to contracting out, which will either be accepted or rejected by the County in writing.

ARTICLE XXIII

Legal Aid

The Employer will continue to maintain "Legal Aid" including liability insurance to all employees when charges against employees are incurred in the performance of their duties. As referred in Local Law No. 2 of 1981, the County will provide a legal defense and indemnification for liability for any act or omission of Fulton County employees while acting within the scope of their duties.

ARTICLE XXIV

Job Abandonment

An employee absent from work without authorization for seven (7) consecutive work days shall be deemed to have resigned from his position if he has not provided a satisfactory explanation for such absence on or before the eighth (8th) day following the commencement of such unauthorized absence.

ARTICLE XXV

Employee Resignation

A. An employee who resigns from employment with Fulton County shall give their Department Head at least one (1) week advance notice of such resignation. Failure to give this minimum notice shall result in the loss of payment for accrued vacation, except in the case of a resignation submitted in connection with a Notice of Discipline, in which event the Department Head and the CSEA Local and/or Unit President may mutually agree to waive the one (1) week notice requirement.

B. Upon separation of service, the employee's last paycheck may be held back one payroll to ensure that the employee has received proper compensation.

ARTICLE XXVI

Promotion Examination

The examination fee for incumbent County employees regarding Civil Service promotional examinations shall be paid by the County. Employees who fail to show up and take the examination shall reimburse the County for the examination fee.

ARTICLE XXVII

Recoupment for Overpayment or Collection of Monies

A. Wherein an employee owes monies (no less than \$25.00) to the County, either due to the overpayment of monies, the failure of the County to make necessary payroll deductions, or due to other reasons, the employee shall be notified, with a copy to the Union within ten (10) calendar days, of the amount owed and the reason. The employee may object by appealing to the Personnel Director, in writing, within ten (10) calendar days of receipt of the notice of monies due. Upon request of the employee, the Personnel Director shall hold a meeting in order to verify that the employee owes the monies and to verify the amount owed. Upon employee request, the employee shall be entitled to union representation. Any monies determined to be owed shall be paid back by payroll deduction subject to any limitations of law. If the employee is not on the payroll, the employee shall return the monies owed in installments determined by the Personnel Director. If such employee fails to make the necessary payments, the County may proceed for enforcement in Court. Any employee who disagrees with the determination of the Personnel Director may commence an Article 78 proceeding. Any deductions shall be made at the conclusion of the Article 78 proceeding, if commenced.

B. Where it is determined that an employee owes monies to the County, either due to the overpayment of monies, the failure of the County to make necessary payroll deductions, or due to other reasons, the employee may elect to pay back said monies by payroll deduction, subject to any limitations of law, or by the reduction of vacation accruals, personal leave, compensatory time, or accrued holidays. The value of the accrued leave shall be deducted from the amount owed. Any balance owed in excess of the value of the accrued leave shall be paid by payroll deduction, or, by mutual agreement between the County and the employee, in monies. Election to use accrued leave to pay off all or a portion of an overpayment of monies must be made in writing using a County approved form. In case of extreme hardship to the employee, the Personnel Officer and the employee may agree upon a repayment schedule.

Once an employee elects to reimburse the County by the reduction of accrued leave, said election shall be irrevocable for the monies owed.

Under no circumstances shall an employee be permitted to use the value of sick leave.

ARTICLE XXVIII

Dress Code

Employees are expected to wear appropriate office attire. Overly casual clothing, such as t-shirts, faded and patched blue jeans, sweatshirts, and jogging suits are inappropriate items for work in an office setting.

Final

As representatives of County government working with the public and other professionals, employees have an obligation to maintain reasonable dress standards.

ARTICLE XXIX

E-Mail/Internet Policy

Acceptable Uses of the Internet and County E-mail

The County encourages the use of the Internet and e-mail because they make communication more efficient and effective. However, Internet service and e-mail are County property, and they are to be used only to facilitate County business. Every employee has a responsibility to maintain and enhance the County's public image and to use County e-mail and Internet access in a productive manner. The County has established the following guidelines for using e-mail and the Internet. Any unauthorized or improper use of e-mail or the Internet is not acceptable and will not be permitted.

The Union shall have the right to use to the Email system to notify members of Union business (excluding partisan political activity or electioneering).

Unacceptable Uses of the Internet and County E-mail

The County e-mail and Internet access may not be used for transmitting, retrieving or storing any communications of a discriminatory or harassing nature or materials that are obscene or X-rated. Harassment of any kind is prohibited. No messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes or sexual orientation may be transmitted or forwarded using the County system. No abusive, profane or offensive language may be transmitted through the County's e-mail or Internet system. The County's harassment policy applies in full to e-mail and Internet use. Employees do not have a personal privacy right regarding any matter created, received, stored or sent from or on the company's e-mail or Internet system or computers.

The County e-mail and Internet system also may not be used for any other purpose that is illegal, against County policy or contrary to the County's best interest. Solicitation of non-County business or any use of the County e-mail or Internet system for personal gain is prohibited.

Rules for Electronic Communications

Each employee is responsible for the content of all text, audio, or images that he or she places on or sends over the County's e-mail or Internet system. Employees may not hide their identifies or represent that any e-mail or other electronic communications were sent from someone else or someone from another company. Employees must include their name in all messages communicated on the County's e-mail or Internet system.

Any messages or information sent by an employee to another individual outside the County via County e-mail or Internet system (including bulletin boards, online services or Internet sites) are statements that reflect on the County. Despite personal "disclaimers" in electronic messages, any statements may be tied to the County.

All communications sent by employees via the County's e-mail or Internet system must comply with all County policies and may not disclose any confidential or proprietary County information.

If employees receive unsolicited e-mail from outside the County that appears to violate this policy, the employee should notify his or her supervisor immediately. Similarly, if any employee accidentally accesses an inappropriate web site in the normal course of business, the employee should notify his or her supervisor immediately.

Downloading Software

To prevent the downloading of computer viruses that could contaminate the e-mail or Internet system, no employee may download software from the Internet without prior authorization. Any and all software that is downloaded from the Internet must be registered to the County. For authorization, please contact the system administrator.

Copyright and Trademark Issues

Copyrighted and trademarked material that does not belong to the County may not be transmitted by employees on the County's e-mail or Internet system without permission from the holder of the copyright or trademark. Every employee who obtains access to the other companies' or individuals' materials must respect all copyrights and trademarks and may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy for reference only.

System Security

The County reserves the right to routinely monitor how employees use e-mail and the Internet. The County may monitor to measure cost analysis/allocation and the management of the County's gateway to the Internet. All messages created, sent or received over the County's e-mail or Internet system are the County's property and should not be considered private information. The County reserves the right to access and monitor every message and file on the County's e-mail or Internet system. Despite the existence of any passwords, employees should not assume that any electronic communication is private. Highly confidential information or data should be transmitted in other ways.

Violations

Any employee who violates these rules or otherwise abuses the privilege of the County's e-mail or Internet system will be subject to corrective action up to and including termination. If necessary, the County also reserves the right to advise appropriate officials of any illegal activities.

ARTICLE XXX

Drug and/or Alcohol Testing

All employees who operate County vehicles or who operate vehicles on County business who have an accident while engaging in County business may be subject to drug and alcohol testing, which shall be paid for by the County.

ARTICLE XXXI

Mandatory Legislative Language

Pursuant to Section 204-a of the Public Employee's Fair Employment Law:

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

ARTICLE XXXII

Duration

This Agreement shall become effective January 1, 2005, and shall terminate at the close of business December 31, 2008. All provisions of this Agreement will remain in effect until the signing of a new Agreement.

Either party may notify the other of its intent to negotiate a new agreement no later than September 15, 2008.

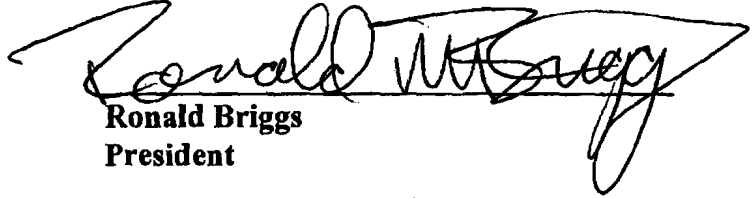
Final

**FULTON COUNTY
BOARD OF SUPERVISORS**



**Chairman, Fulton County
Board of Supervisors**

**FULTON COUNTY
CSEA LOCAL 818**



**Ronald Briggs
President**



Andrew MacDonald, CSEA, Inc. LRS

Dated this 28th day of
FEBRUARY, 2006 07

APPENDIX "A"

COLLECTIVE BARGAINING UNIT

The Collective Bargaining Unit shall be all employees employed by the County of Fulton with the following exclusions:

Members of the Board of Supervisors

Clerk of the Board (Dir. of Purchasing and Public Relations)
Deputy Clerk/Budget Director
Secretary to the Chairman of the Board

Printing Supervisor

Highway Superintendent and Deputy
Highway Construction Supervisor
Highway Maintenance Supervisor
Motor Equipment Maintenance Supervisor

Planning Director
Senior Planner
Civil Engineer

County Historian

Administrator of Legal Defense of Ind. Def. System

District Attorney
Assistant District Attorneys
Confidential Secretary to the District Attorney

County Attorney/Director of Workman's Compensation
Assistant County Attorney
Confidential Secretary to the County Attorney

Social Services Attorney
Assistant Social Services Attorneys

Social Services Commissioner
Deputy Commissioner of Social Services
Director of Administrative Services
Director of Services
Director of Financial Assistance
Accounting Supervisor (Grade B)
Social Services Information Systems Coordinator

County Clerk
Deputy County Clerk

Commissioners of the Board of Elections
Deputy Commissioners of the Board of Elections

Probation Director I
Probation Supervisor

Director of Personnel
Personnel Assistant

Director, Real Property Tax Services Agency

Director of Data Processing

Veterans Services Agency Director

Buildings and Grounds Supervisor

- Civil Defense Director/Fire Coordinator

Director of Community Services
Supervising Staff Social Worker
Administrative Officer of Mental Health
Staff Social Workers
Alcohol Abuse Program Coordinator
Alcohol Abuse Counselor

Public Health Administrator (Nursing Service)
Director, Patient Services (Nursing Service)
Supervising P.H.N. (Nursing Service)
Physical Therapist (Nursing Service)

County Treasurer
Deputy County Treasurer
Assistant Deputy County Treasurer

Director of Weights and Measures

Director, PHC Program

Nursing Home Administrator (Infirmiry)
Assistance Administrator (Infirmiry)
Infirmiry Medical Director
Infirmiry Physician
Pharmacist (Infirmiry)
Physical Therapist (Infirmiry)
Director of Nursing (Infirmiry)
Assistant Director of Nursing (Infirmiry)
Supervising Nurses (Infirmiry)
Food Service Supervisor (Infirmiry)
Buildings and Grounds Maintenance Supervisor (Infirmiry)
Nursing Services Training Coordinator

UNION - ADMINISTRATIVE AND TECHNICAL HOURLY RATES 2005-2008 CONTRACT

GRADE	TITLE	2.25%	1.50%	1.75%	3.25%	3.50%
		1/1/2005 START/ONE YR	1/1/2006 START/ONE YR	7/1/2006 START/ONE YR	1/1/2007 START/ONE YR	1/1/2008 START/ONE YR
1	Activities Aide Clerk Food Site Aide Ward Clerk	10.01 / 11.78	10.17 / 11.96	10.34 / 12.17	10.68 / 12.57	11.06 / 13.01
2	Data Entry Mch Operator Inventory Clerk Telephone Operator Typist	10.16 / 11.95	10.31 / 12.13	10.49 / 12.34	10.83 / 12.74	11.21 / 13.19
3	Account Clerk Account Clerk/Typist Homemaker Legal Typist Mail & Stores Clerk Photocopy & Mail Clerk Real Prop Tax Service Aide Tax Enforcement Clerk ² Transportation Aide	10.43 / 12.27	10.58 / 12.45	10.77 / 12.67	11.12 / 13.08	11.51 / 13.54
4	Case Aide Info & Referral Aide (OFA) Stenographer	10.69 / 12.58	10.85 / 12.77	11.04 / 12.99	11.40 / 13.41	11.80 / 13.88
5	Account Clerk/Computer Support Aide Activities Leader Crime Victim Services Assistant ⁴ Legal Clerk Legal Secretary ³ Legal Stenographer Medical Stenographer Motor Vehicle Lic. Clerk Senior Clerk Senior Typist	10.95 / 12.88	11.11 / 13.07	11.31 / 13.30	11.67 / 13.73	12.08 / 14.21
6	Aging Services Specialist Public Health Program Assistant ¹	11.22 / 13.20	11.39 / 13.40	11.59 / 13.63	11.96 / 14.07	12.38 / 14.56
7	Leisure Time Act. Director Senior Account Clerk Senior Stenographer	11.50 / 13.53	11.67 / 13.73	11.87 / 13.97	12.26 / 14.42	12.68 / 14.92
8	Comp. Operator/Prog Trainee Employment Represent. Printing Aide Social Welfare Examiner	11.73 / 13.80	11.91 / 14.01	12.12 / 14.26	12.51 / 14.72	12.95 / 15.24
9	Senior Legal Clerk Senior Legal Stenographer Senior Motor Veh Lic Clk	12.07 / 14.20	12.25 / 14.41	12.46 / 14.66	12.87 / 15.14	13.32 / 15.67
10	Crime Victim's Advocate Financial Investigator Printer ⁵	12.33 / 14.51	12.52 / 14.73	12.74 / 14.99	13.16 / 15.48	13.62 / 16.02
11	Computer Operations Tech. Medical Records Tech Soc Serv Investigator (Fraud)	12.60 / 14.82	12.78 / 15.04	13.01 / 15.30	13.43 / 15.80	13.90 / 16.35

REMARKS:

- 1) Reso 53 (2/10/03) Reclassified Community Health Worker (M-4) to Public Health Program Assistant (AT-6) eff 2/10/03 (27 hrs/wk)
- 2) Reso 401 (10/12/04) Created Tax Enforcement Clerk in the Treasurers Office effective 10/12/04.
- 3) Reso 257 (7/11/05) Reclassified Legal Stenographer (in the Dept of Social Services) to Legal Secretary effective 7/11/05
- 4) Reso 277 (8/8/05) Reduced hours from 35/week to 33/week effective 10/1/05; Reso 368 temporarily restored hrs to 35/wk;
Reso 424 (11/14/05) temporarily restored hours to 35/week thru 12/31/06.
- 5) Reso 85 (2/12/07) Reclassified Sr. Printing Aide to Printer effective 2/13/07. Also abolished part-time Printer in Info Services eff 2/27/07.

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35 hour week

UNION - ADMINISTRATIVE AND TECHNICAL HOURLY RATES 2005-2008 CONTRACT					
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GRADE	TITLE	2.25%	1.50%	1.75%	3.25%	3.50%
		1/1/2005 START/ONE YR	1/1/2006 START/ONE YR	7/1/2006 START/ONE YR	1/1/2007 START/ONE YR	1/1/2008 START/ONE YR
12	Crime Victim Services Coordinator Motor Vehicle License Supervisor Sr. Social Welfare Examiner Principal Account Clerk Principal Clerk Principal Legal Stenographer Principal Stenographer Principal Typist	12.96 / 15.25	13.16 / 15.48	13.39 / 15.75	13.82 / 16.26	14.31 / 16.83
13	Planning Aide Tax Map Technician	13.29 / 15.63	13.48 / 15.86	13.72 / 16.14	14.16 / 16.66	14.65 / 17.24
14	Information Services Specialist ¹ Information Systems Specialist Sr. Social Services Investigator	13.62 / 16.02	13.82 / 16.26	14.06 / 16.54	14.52 / 17.08	15.03 / 17.68
15	Child Support Enforcement Coordinator	13.97 / 16.44	14.19 / 16.69	14.43 / 16.98	14.90 / 17.53	15.42 / 18.14
16	Principal Soc Welf Examiner Sr. Tax Map Technician	14.37 / 16.90	14.58 / 17.15	14.83 / 17.45	15.32 / 18.02	15.85 / 18.65
17	Caseworker Employment Coordinator Housing Coordinator Medical Soc Work Asst Social Work Assistant	14.69 / 17.28	14.91 / 17.54	15.17 / 17.85	15.67 / 18.43	16.22 / 19.08

REMARKS:

1) Reso 142 (4/11/05) New position effective 4/11/05.

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35 hour week

UNION - PROFESSIONAL & SUPERVISORY HOURLY RATES 2005-2008 CONTRACT

GRADE TITLE	2.25%	1.50%	1.75%	3.25%	3.50%
	1/1/2005 START/ONE YR	1/1/2006 START/ONE YR	7/1/2006 START/ONE YR	1/1/2007 START/ONE YR	1/1/2008 START/ONE YR
1					
2	11.31 / 13.30	11.48 / 13.50	11.68 / 13.74	12.06 / 14.19	12.49 / 14.69
3	14.33 / 16.86	14.54 / 17.11	14.80 / 17.41	15.28 / 17.98	15.82 / 18.61
4 Comp Programmer/Analyst MH Clinical Therapist Nutrition Services Manager Planner Probation Officer Trainee Real Property Data Coord Recycling Coordinator Senior Caseworker Staff Development Asst.	15.19 / 17.87	15.42 / 18.14	15.69 / 18.46	16.20 / 19.06	16.77 / 19.73
5 Case Supervisor, Grade B Coord of Services (OFA) GIS Administrator Information Technology Specialist ² Junior Civil Engineer Senior Comp Prog/Analyst Staff Development Coord.	18.46 / 19.37	18.71 / 19.66	17.00 / 20.00	17.55 / 20.65	18.18 / 21.37
6 Case Supervisor, Grade A Long Term Care Coordinator Network Coordinator ¹ Probation Officer	17.99 / 21.18	18.26 / 21.48	18.58 / 21.86	19.18 / 22.57	19.86 / 23.36
7 Senior Probation Officer	19.07 / 22.44	19.36 / 22.76	19.70 / 23.18	20.34 / 23.93	21.05 / 24.77

REMARKS:

- 1) Reso 488 (11/28/05) Created new position effective 1/1/06. (corrected title 4/6/06)
- 2) Reso 250 (6/12/06) Reclassified Comp/Prog Analyst to Information Technology Specialist eff 6/19/06.

Revised 12/18/06

40 hour week

UNION - ADMINISTRATIVE & TECHNICAL HOURLY RATES 2005-2008 CONTRACT

<u>GRADE</u>	<u>TITLE</u>	<u>2.25%</u> <u>1/1/2005</u> <u>START/ONE YR</u>	<u>1.50%</u> <u>1/1/2006</u> <u>START/ONE YR</u>	<u>1.75%</u> <u>7/1/2006</u> <u>START/ONE YR</u>	<u>3.25%</u> <u>1/1/2007</u> <u>START/ONE YR</u>	<u>3.50%</u> <u>1/1/2008</u> <u>START/ONE YR</u>
2a	Data Entry Operator	10.16 / 11.95	10.31 / 12.13	10.49 / 12.34	10.83 / 12.74	11.21 / 13.19
3a	Pharmacy Aide Motor Eq. Parts Stockkeeper	10.43 / 12.27	10.58 / 12.45	10.77 / 12.67	11.12 / 13.08	11.51 / 13.54
4a		10.69 / 12.58	10.85 / 12.77	11.04 / 12.99	11.40 / 13.41	11.80 / 13.88
10a		12.20 / 14.35	12.38 / 14.57	12.60 / 14.82	13.01 / 15.30	13.46 / 15.84
11a	L.P.N.	12.54 / 14.75	12.72 / 14.97	12.95 / 15.23	13.36 / 15.72	13.83 / 16.27
12a		12.78 / 15.01	12.95 / 15.24	13.18 / 15.51	13.61 / 16.01	14.08 / 16.57
13a	Physical Therapy Asst. Occupat. Therapy Asst. Dental Hygienist	13.23 / 15.56	13.42 / 15.79	13.66 / 16.07	14.10 / 16.59	14.59 / 17.17
14a		14.70 / 17.29	14.92 / 17.55	15.18 / 17.86	15.67 / 18.44	16.23 / 19.09
15a	Public Health Educator Solid Waste Environmental Technician ¹	15.19 / 17.87	15.42 / 18.14	15.69 / 18.46	16.20 / 19.06	16.77 / 19.73

REMARKS:

1) Reso 559 (12/11/06) - Created new position effective 1/1/07.

 Revised 12/18/06

40 hour week

UNION - MANUAL HOURLY RATES 2005 - 2008 CONTRACT

GRADE	TITLE	2.25%	1.50%	1.75%	3.25%	3.50%
		1/1/2005 START/ONE YR	1/1/2006 START/ONE YR	7/1/2006 START/ONE YR	1/1/2007 START/ONE YR	1/1/2008 START/ONE YR
1	Mail Courier	8.80 / 10.35	8.93 / 10.51	9.09 / 10.69	9.38 / 11.04	9.72 / 11.43
2		9.04 / 10.64	9.18 / 10.80	9.34 / 10.99	9.65 / 11.35	9.99 / 11.75
3	Dishwasher	9.32 / 10.96	9.45 / 11.12	9.61 / 11.31	9.93 / 11.68	10.28 / 12.09
4	Cleaner Community Health Worker Dietary Aide Food Service Helper Laundry Worker Personal Care Aide Transfer Station Attendant	9.67 / 11.38	9.82 / 11.55	9.99 / 11.75	10.31 / 12.13	10.67 / 12.55
5	Custodial Worker Home Health Aide Physical Therapy Aide Occupational Therapy Aide	9.98 / 11.74	10.13 / 11.92	10.31 / 12.13	10.64 / 12.52	11.02 / 12.98
6	Laborer	10.29 / 12.10	10.44 / 12.28	10.62 / 12.49	10.97 / 12.90	11.35 / 13.35
7		10.57 / 12.43	10.73 / 12.62	10.91 / 12.84	11.27 / 13.28	11.66 / 13.72
8						
8a	Automotive Mechanic Helper Maintenance Worker Nurse Aide Skilled Laborer	10.95 / 12.88	11.11 / 13.07	11.31 / 13.30	11.67 / 13.73	12.08 / 14.21
9		11.31 / 13.30	11.48 / 13.50	11.68 / 13.74	12.06 / 14.19	12.49 / 14.69
10	Cook Housekeeper	11.62 / 13.67	11.80 / 13.88	12.00 / 14.12	12.39 / 14.58	12.83 / 15.09
11	Dietetic Technician	12.07 / 14.20	12.25 / 14.41	12.46 / 14.88	12.87 / 15.14	13.32 / 15.67
12	Maintenance Mechanic Motor Equipment Operator Trall Maintenance Supervisor	12.44 / 14.64	12.63 / 14.86	12.85 / 15.12	13.27 / 15.61	13.74 / 16.18
13	Automotive Mechanic Heavy Equipment Operator	12.87 / 15.14	13.06 / 15.37	13.29 / 15.64	13.73 / 16.15	14.21 / 16.72
14		13.32 / 15.67	13.52 / 15.91	13.76 / 16.19	14.21 / 16.72	14.71 / 17.31
15	Equipment Maintenance Supervisor Senior Maintenance Mechanic Senior Maint Mech/Water Sys Op Trainee ¹ Working Supervisor	13.82 / 16.26	14.03 / 16.50	14.27 / 16.79	14.74 / 17.34	15.26 / 17.95
16	Electrician Senior Maint Mech/Water System Operator ¹	14.27 / 16.79	14.48 / 17.04	14.74 / 17.34	15.22 / 17.90	15.75 / 18.53
17	Solid Waste Operations Supervisor	14.86 / 17.48	15.08 / 17.74	15.34 / 18.05	15.84 / 18.64	16.40 / 19.29

REMARKS:

1) Reso 497 (11/27/06) - Created Sr. Maintenance Mechanic/Water System Operator position. If said position cannot be filled by an individual with Class D Water Operator certification, may be hired as Sr. Maintenance Mechanic/Water System Operator Trainee. Position is effective 1/1/07.

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40 hour week

UNION - PROFESSIONAL & SUPERVISORY HOURLY RATES 2005-2008 CONTRACT

<u>GRADE TITLE</u>	<u>2.25%</u> <u>1/1/2005</u> <u>START/ONE YR</u>	<u>1.50%</u> <u>1/1/2006</u> <u>START/ONE YR</u>	<u>1.75%</u> <u>7/1/2006</u> <u>START/ONE YR</u>	<u>3.25%</u> <u>1/1/2007</u> <u>START/ONE YR</u>	<u>3.50%</u> <u>1/1/2008</u> <u>START/ONE YR</u>
2a Buildings & Grounds Maint Supervisor Buildings & Grnds Maint Superv (RHCF)	14.01 / 16.48	14.22 / 16.73	14.47 / 17.02	14.93 / 17.57	15.45 / 18.18

REMARKS:

"APPENDIX C"

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE COUNTY OF FULTON
AND THE
FULTON COUNTY GENERAL UNIT, CSEA LOCAL 818**

The parties hereto agree to modify the January 1, 1988, through December 31, 1990 collective bargaining agreement as follows:

1. Article III, Section 3(e) is modified to include employees of the Department of Solid Waste.

2. Article IV, Section 1(C): New paragraph to provide as follows:

C. Department of Solid Waste Work Schedule:
The workday for employees of the Department of Solid Waste, except those employed at the transfer stations, shall commence between the hours of 6:00 A.M. and 9:00 A.M. The workday for non-office personnel shall be eight hours per day, with one-half hour for lunch. The workday for office personnel, except the employee assigned to scale operations, shall be seven hours per day with one hour for lunch.

Work schedules may be changed, except in an emergency, upon reasonable notice and consultation with the affected employees.

The hours of operation at the transfer stations, and the workday for the Transfer Station Attendants shall be determined by the County. Employees shall be given reasonable notice, except in an emergency, of any changes in work schedules.

3. Article IV, Section 2(A): New sentence to be added provide that employees who normally work less than forty hours a workweek, shall be eligible for overtime after working forty hours in a workweek. This provision shall not apply to 35-hour workweek employees, who shall be paid overtime after 35 hours a workweek.

4. Article V, Section 3(f): New provision to provide that employees of the Department of Solid Waste shall receive an additional time and one-half for each hour worked.

5. The following titles shall be excluded from the bargaining unit:

- Director of Solid Waste Management
- Deputy Director of Solid Waste Management.

The following titles shall be included in the bargaining unit:

- Recycling Coordinator
- Solid Waste Maintenance Supervisor

Date: 5/2/84

William A. Soble Pres.

LOCAL SERVICE EMPLOYEES ASSOCIATION
FULTON COUNTY LOCAL 818 BY WILLIAM
SOBLES, PRESIDENT

Ray A. Ward

RAY A. WARD, CHAIRMAN,
FULTON COUNTY BOARD OF
SUPERVISORS

"APPENDIX D"

STIPULATION OF AGREEMENT

WHEREAS, the County of Fulton and CSEA Local 818 are parties to a collective bargaining agreement covering various employees of the County of Fulton, including Home Health Aides;

WHEREAS, the County must provide Home Health Aide coverage seven days per week;

WHEREAS, CSEA Local 818 has indicated to the County that the incumbent Home Health Aides have expressed the desire not to perform weekend duty nor work certain other overtime;

WHEREAS, the parties have met to negotiate concerning the issue of scheduling Home Health Aides;

NOW THEREFORE, the parties mutually agree as follows:

1. CSEA Local 818 agrees that the County may contract out with Catholic Family Services for the providing of Home Health Aide coverage as provided herein. Initially, Catholic Family Services shall provide one Home Health Aide to render services for the County each weekend. In addition, CSEA Local 818 has agreed that incumbent Home Health Aides may have their work schedules changed to provide weekend coverage by a Home Health Aide on a rotating basis among incumbent full-time Home Health Aides. Catholic Family Services will attempt to provide additional Home Health Aide coverage for weekends.

2. CSEA Local 818 agrees that the County may contract out with Catholic Family Services to provide Home Health Aide coverage Monday through Friday to cover for absences of incumbent Home Health Aides such as on holidays, vacations, sick leave and compensatory time. It is agreed that the overtime shall initially be offered to Catholic Family Services prior to being offered to Home Health Aides employed by the County.

3. The parties agree that if Catholic Family Services cannot provide the Home Health Aide services as required herein, that a permanent full-time Home Health Aide will be called in to work overtime.

4. The County agrees that Home Health Aides shall be eligible to earn compensatory time for work over 40 hours in a workweek and/or 8 hours in a workday consistent with the provisions of the collective bargaining agreement.

5. The parties agree that the workweek for Home Health Aides shall be changed to Sunday through Saturday.

6. This Agreement shall continue until superceded by any successor agreement. Either party may request to reopen negotiations on the issue of Home Health Aide scheduling upon thirty (30) days notice.

DATED: 3/2/89

[Handwritten Signature]

COUNTY OF FULTON

[Handwritten Signature]

CSEA LOCAL 818

County of Fulton

COUNTY BUILDING
JOHNSTOWN, NEW YORK 12095

"APPENDIX E"

Edith Pashley
Personnel Director

Personnel Office
Phone: 518/762-4774
762-8104

December 12, 1986

Memorandum of agreement between the County of Fulton and CSEA
Local 818 Infirmiry Unit:

- the County is granted an exemption from posting requirements for all temporary vacancies which will not exceed two (2) months duration.
- the County agrees to protect the permanent position of a permanent employee who accepts a temporary appointment to a vacancy which exceeds two (2) months duration.
- the seniority of a permanent part-time worker who bids for a shift/position vacancy which exceeds two (2) months duration will be calculated by determining the total accumulated scheduled in-job-title work hours commencing from the date of permanent appointment.

Margie Hallenbeck
President, Infirmiry Unit

Stephen E. Bledsoe
Chairperson of Board

APPENDIX "F"
STIPULATION OF AGREEMENT

BY AND BETWEEN

THE COUNTY OF FULTON.

AND THE

FULTON COUNTY GENERAL UNIT, CSEA LOCAL 818

WHEREAS the parties hereto are signatories to a collective bargaining agreement for the term January 1, 1991 through December 31, 1993, and

WHEREAS, Article III, Section 2 of the collective bargaining agreement provides that "all employees in the bargaining unit required by the County to wear daily uniforms shall receive a uniform allowance of \$200.00 per year", and

WHEREAS, the employees at the Fulton County Department of Solid Waste wish to utilize a uniform service in lieu of receiving the uniform allowance as provided by the collective bargaining agreement, and

NOW, the parties hereto agree as follows:

1. The County agrees, on an experimental basis, to enter into an agreement for the providing of uniforms to employees at the Fulton County Department of Solid Waste. The providing of the uniforms shall be in lieu of employees receiving the \$200.00 uniform allowance as provided by Article III, Section 2 of the collective bargaining agreement.
2. The parties agree that in no event shall the County be required to pay more than \$200.00 per year per employee. Any cost in excess of \$200.00 per year per employee shall be borne by the employees.
3. The County may, in its sole discretion and with at least 30 days notice to CSEA Local 818, terminate the contract with the uniform service. Such decision is not subject to the grievance procedure.
4. The County shall not be responsible for any problems caused by the vendor regarding the providing of the uniforms. Any problems are to be addressed between the employees, CSEA and the vendor.
5. The providing of the uniforms by the vendor shall not be considered an enforceable past practice or term and condition of employment and shall be at the sole discretion of the County.
6. This agreement constitutes the full agreement by and between the parties.

DATED: January 13th, 1993


CSEA


COUNTY OF FULTON

APPENDIX "G"

MEMORANDUM OF AGREEMENT

The County of Fulton (hereinafter, the "County") and the Fulton County General Unit, CSEA Local 818 (hereinafter, the "CSEA") are parties to a Collective Bargaining Agreement (the "Agreement") for the term January 1, 1991 to December 31, 1993.

The County and the CSEA wish to modify the Agreement with respect to certain terms and conditions affecting employees of the County Infirmary, as follows:

1. The County, acting through the Infirmary, will develop a per diem pool of nurses aides who would be called in to substitute, on a temporary basis, for regular staff nurses aides when there is an insufficient number of regular staff nurses aides available to properly attend to the needs of the Infirmary and its patients.

2. The County will enter into a contract with Kimberly Quality Care to provide the County with nurses aides, in the event that the County Infirmary is unable to meet adequate staffing levels.

3. The nurses aides provided by Kimberly Quality Care would only be called upon in the event that the Infirmary Administrator, after canvassing all regular staff nurses aides and then all available per diem, temporary nurses aides, is still unable to adequately staff the Infirmary.

All decisions with respect to adequate staffing levels
shall be made in the sole discretion of the County.

5. This agreement will cover a 6-month trial period which
will commence effective on the date this agreement is signed by
both parties.

6. The County and CSEA agree to meet sometime during the
2nd quarter of 1993 and review the terms and conditions of this
memorandum of agreement.

Agreed upon this 14th day of December, 1992.

COUNTY OF FULTON

By: Russell Pullman

CSEA, INC.

By: William Arthur

Final

APPENDIX "H"

SIDE LETTER

The County agrees that employees in the County Department in DSS will be allowed the use of County vehicles, if available.