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COLLECTIVE BARGAINING AGREEMENT

between

Civil Service Employees Association, Inc.,
Local 1000, AFSCME, AFL-CIO

and

Wyoming County

RECEIVED 6/24/09

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AGREEMENT

This is an agreement entered into the first day of January 2009, by and between Wyoming County (hereinafter referred to as the Employer, except where otherwise specified) and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO (hereinafter referred to as the Union, except where otherwise specified).

ARTICLE I: RECOGNITION

Section 1: EXCLUSION FROM THE BARGAINING UNIT

The Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this agreement for all the employees of the Employer (excluding, however, all persons designated by PERB as management/confidential, elected and appointed officers and officials, department heads, employees of the Sheriff's Department whose titles appear in the PERB Certification Decision, Case number: C-2791, and supervisory personnel including all those employees listed on Addendum A: attached hereto and made a part hereof.

Section 1.2: AGENCY SHOP

The Employer agrees to a modified agency shop arrangement as follows. The Employer shall deduct regular membership dues or an amount equivalent to membership dues from the wages of all full time, part time and provisional employees for the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO. The deductions called for under this section shall be in an amount equal to union membership dues for non-union members and shall be union dues for union members.

Part Time Employee – A part time employee is an employee who works on a regularly scheduled basis for less than the number of hours which a full time employee works in the applicable department.

Temporary Employee – A temporary employee is any employee who works in a position which was created on a temporary basis, or any employee employed by the County on a non-regularly scheduled basis, such as a substitute or per diem.

Section 1.3: CREDIT UNION DEDUCTIONS

The Employer shall deduct from the wages of the employees, and shall remit appropriately, deductions on account of the credit union referred to in Article XIV for those employees who have signed authorizations permitting such payroll deductions.

Section 1.4: RIGHT TO STRIKE

The Union affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, slow down, or demonstration interfering with department operations, or to impose an obligation upon its members to conduct, assist or participate in such a strike.

ARTICLE II: MANAGEMENT RIGHTS

The Employer retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes, and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend and discharge employees for cause; to hire, lay off, assign, transfer, promote, demote and determine the qualifications of employees; to determine the schedule of its various departments, and to determine the starting and quitting time and the number of hours to be worked; subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement, or provided by law.

The above rights of the Employer are not all-inclusive, but indicate the type of matters or rights which belong to and are inherent to the Employer. Any and all rights, powers and authority which the Employer had prior to entering into this Agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

ARTICLE III: UNION RIGHTS**Section 3.1: EXCLUSIVITY**

The Civil Service Employees Association (CSEA) shall have the sole and exclusive right with respect to other organizations to represent all employees in the heretofore defined negotiating unit in any and all proceedings under the Public Employees Fair Employment Act, under any other applicable law, rule, regulation, or statute, or under the terms and conditions of this Agreement, and to designate its own representatives and to appear before any appropriate official of the Employer to effect such representation, to direct, manage, and govern its own affairs; to determine those matters which the membership wish to negotiate and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the Employer or any of its agents. The CSEA shall have the sole and exclusive right to pursue any matter or issue including but not limited to the grievance and appeal procedure in this Agreement and to pursue any matter or issue to any court of competent jurisdiction, whichever is appropriate; and shall not be held liable to give any non-member any of its professional, legal, technical, or specialized services.

Section 3.2: UNION REPRESENTATIVES

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

Section 3.3: UNION BULLETIN BOARDS

The Union shall have the right to post notices and communications on the 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 Personnel Officer of the Employer, or their designee. The Officers and Agents of the Union should have the reasonable right to visit the Employer's facilities for the purpose of addressing grievances and administering the terms and conditions of this Agreement.

ARTICLE IV: GRIEVANCE PROCEDURE

Section 4.1: PURPOSE

The purpose of the Article is to provide the sole method for the resolution of grievances as defined herein. Such grievances shall be processed in accordance with the following procedures. Prior to initiating a formal written grievance pursuant to this Article, an employee or the Union may resolve disputes informally with the appropriate immediate supervisor.

Section 4.2: DEFINITIONS

- a) "Employee" shall refer to any covered member of the bargaining unit as outlined in Section 1.1 of this agreement.
- b) "Grievance" shall refer to any dispute or controversy of one or a group of employees (class action) involving the interpretation, application, or enforcement of the expressed terms of the agreement, procedures, regulations, or work rules of the county issued in accordance with Article II of the agreement, including but not limited to the Employee Handbook.
- c) "Business Days" shall exclude holidays and weekends for computing time limits hereunder.
- d) "Interrogation" shall refer to the questioning of an employee who at the time of such questioning appears to be a likely or potential target or subject of disciplinary action. The employee has the right to CSEA representation and shall be granted a reasonable period of time to obtain CSEA representation prior to interrogation.

Section 4.3: GRIEVANCE PROCEDURE

Step 1 – The grievance shall be presented in writing by the aggrieved employee, the Unit President (or their designee) to the aggrieved employee's immediate supervisor with or without CSEA representation, at the employee's option. This shall occur within ten (10) business days from the date of knowledge of the cause or from the date the Grievant should have reasonably known of such cause or occurrence giving rise to said grievance. Class Action or group grievances shall be presented within the same time limits to the lowest ranking supervisor common to all grievants within the group. The appropriate Supervisor shall issue a short, plain written statement of reasons for their

decision to the aggrieved employee or Union. If discussion of the grievance with the immediate supervisor (or their designee) does not result in a resolution of the grievance within seven (7) business days, the employee or Union may proceed to step 2.

Step 2 - The aggrieved employee or class may submit their grievance to the appropriate Appointing Authority or Department Head within ten (10) business days for the time provided for completion of Step 1. The appropriate Appointing Authority and/or Department Head (or their designee) shall within ten (10) business days after receipt of said grievance, convene a meeting with the aggrieved employee and their union representative for the purpose of resolving the grievance. The appropriate Appointing Authority/Department Head (or their designee) shall issue a short, plain written statement of reasons for their decision to the aggrieved employee or Union. If discussion of the grievance at this level does not result in a satisfactory resolution of the grievance within five (5) business days, the employee or Class may proceed to Step 3.

Step 3 – The aggrieved employee or Class may submit their grievance to the Chairman of the Board of Supervisors by filing a request for review with the Clerk of the Board of Supervisors within seven (7) business days from the time provided for completion of Step 2. Within ten (10) business days thereafter, the Chairman or his designated representative shall convene a meeting with the aggrieved employee, or representative of the aggrieved Class, their CSEA Labor Relations Specialist, the County Personnel Officer and representatives from the appropriate Appointing Authority or Department Head. The Chairman (or their designee) shall issue a short, plain written statement of reasons for their decision to the aggrieved employee or Union. If the meeting does not result in a satisfactory resolution of the grievance within ten (10) business days following the Step 3 hearing, the grievance may then proceed on to binding arbitration, as provided in Step 4.

Step 4 – The Union or the Employer may submit the issue to arbitration by way of written notice to the other party within ten (10) business days after receipt of the Step 3 decision. The Union shall serve the County Attorneys' Office with any demand for arbitration. Ten (10) arbitrators shall be jointly selected by the Employer and Union for purposes of establishing a Panel of Arbitrators to hear contractual as well as disciplinary grievances pursuant to this article.

The arbitrator shall apply the express terms of this agreement to the issues presented by the grievance and to the facts which he determines to exist on the basis of the evidence presented, but he shall have no power to add to, subtract from or modify any provisions of this agreement in making his award. The arbitration shall be conducted in accordance with the Rules of the New York State Public Employment Relations Board. The expenses of the arbitrator shall be borne equally by the Employer and the Union. The decision of the arbitrator shall be final and binding on both parties.

The Union and the Employer shall review the list of arbitrators annually or by mutual agreement. They shall jointly agree upon which arbitrators shall remain on the list as well as which new arbitrators shall be added on to the list alphabetically. Arbitrators shall be called to hear cases beginning with the name of the first arbitrator on the list and thereafter moving down the list until it is exhausted. When this occurs, the parties shall return to the name of the first arbitrator on the list and the process shall be repeated.

An arbitrator who agrees to allow his/her name to be placed on the list shall hear discipline cases within thirty (30) calendar days from the date of the Step Three decision or in the event of suspension without pay or termination within thirty (30) days of the appeal directly to arbitration, unless the parties agree otherwise. Said arbitrator shall render a decision within ten (10) working days from the date of the close of the hearing or within ten (10) working days from the date post hearing briefs are submitted to the arbitrator.

If the arbitrator called to hear the case indicates he/she cannot hear the case or issue a decision within the time limits specified herein the parties shall call on the next arbitrator on the list until an arbitrator is called who can hear the case and issue a timely decision.

Section 4.4: FAILURE TO PROCESS GRIEVANCES TIMELY

Failure of an employee or the Union to present or process a grievance within the time limits set forth in Steps 1, 2, 3 and 4 shall automatically and fully conclude the grievance. Failure of the employer to answer a grievance within the time limits specified in Steps 1, 2 or 3, shall automatically entitle an employee to move the grievance to the next step in a timely manner. The time limitations for each step of this procedure may be waived by written agreement by both parties.

Section 4.5: OTHER LEGAL RECOURSE

This procedure shall not affect any right otherwise afforded an employee to bring an action at law in connection with any alleged violation of the employee's rights, provided the employee has exhausted all remedies hereunder. The grievance and arbitration provisions of Article IV shall however, be the exclusive procedure by which an employee may review a disciplinary action or discharge.

Section 4.6: PROBATIONARY PERIOD

Each employee covered under this contract shall serve a probationary period of not less than eight (8) weeks nor more than twenty-six (26) weeks from their most recent date of hire in a new position. Following completion of this probationary period, an employee may be discharged only for just cause. Discharge for other than just cause following completion of the probationary period shall be subject to the grievance procedure set forth in this Article.

Section 4.7: SUBSTITUTION FOR THE CIVIL SERVICE LAW

The grievance and arbitration provisions of Article IV are adopted in lieu of and as a replacement for the provisions of Sections 75 and 76 of the Civil Service Law of the State of New York and the provisions of Sections 75 and 76 are hereby waived with respect to employees covered by this Agreement.

Section 4.8: DISCIPLINARY PROCEDURE

In any instance in which the Appointing Authority / Department Head seeks to discipline an employee, a written notice of discipline shall be served upon the employee. Service of the notice of discipline shall be made by personal service, if possible. If such service cannot be effectuated by personal service, it shall be made by registered or certified mail, return receipt requested.

The notice shall contain the reason(s) for the discipline including a description of the alleged acts of incompetence and/or misconduct and the dates, times and places such acts occurred. Said notice shall also include the penalty the Employer is seeking. A copy of the notice shall be served concurrently upon the Unit President. An employee who is suspended without pay or where the penalty sought is termination shall be allowed to waive all steps of the procedures contained in this Article prior to

arbitration and proceed directly to final and binding arbitration. An employee shall not be disciplined for acts which occurred more than eighteen (18) months prior to the notice of discipline except where the incompetence or misconduct complained of and described in the charges would constitute a crime pursuant to the Laws of the State of New York.

No employee shall be required to submit to an interrogation by the Employer if the information sought is to be used against the employee in a disciplinary proceeding; to submit to an interrogation after a notice of discipline has been served on such employee or to submit to an interrogation after an employee's resignation has been requested, unless the employee is notified in advance that they have the right to have union representation during such proceedings.

In no event, shall the employee be suspended for more than ten (10) working days. Any suspension beyond ten (10) working days must be with pay, subject to a final decision of an arbitrator.

In the event the Employer terminates an employee, said employee shall be restored to full pay status upon the thirty-first calendar day after termination, pending the outcome of the arbitrator's decision. In the event a disciplined employee fails to cooperate with the disciplinary procedure and in particular fails to respond as appropriate and necessary to union representation regarding processing of the employee's arbitration, there shall be no obligation for the Employer to commence pay after thirty (30) days.

ARTICLE V: OVERTIME

Section 5.1:

The Employer will make every reasonable effort to distribute overtime equally among employees within their respective job titles (within each grade).

Section 5.2:

An employee who is offered and refuses overtime in their job title shall be treated as having worked such overtime for purposes of overtime equalization. An employee who changes their job title shall enter their new job title with the highest overtime hours as of the date of such transfer granted to any

other employee in such new job title. An employee who refuses or accepts overtime work outside their job title (but within their grade) shall not be charged for such overtime.

Section 5.3:

The *Appointing* Authority/Department Head will prepare and post lists of overtime by appropriate department and job title, which shall be received by the County and the Union for the purpose of equalizing overtime as closely as practicable over each consecutive six (6) month period, commencing with the effective date of this Agreement. Employees within the appropriate department and job title shall be listed in order of seniority on such overtime lists, and shall be selected for overtime on the basis of seniority, where previous overtime hours are equal, when practicable.

ARTICLE VI: SENIORITY

Section 6.1: SENIORITY FOR LAYOFFS

Seniority shall be defined as the length of continuous service with the Employer, subject to the applicable provisions of Civil Service Law. The Employer shall lay off employees covered under the collective bargaining unit on the basis of an ascending order of seniority beginning with the layoff of the employee with the least seniority within the aforementioned bargaining unit and shall thereafter continue to layoff employees from the bargaining unit in the same ascending order until the total number of employees required to decrease the work force is established. By written notice to the Employer within five (5) working days after layoff, laid off employees shall be entitled to exercise their seniority, as above defined, to displace employees with lesser seniority in job titles for which they are presently qualified. Recall shall be made in the inverse order of layoff.

Section 6.2: LOSS OF SENIORITY

Subject to the Civil Service Law, an employee shall lose their seniority only upon the following:

1. Resignation (except where reinstated within a period permitted by applicable provisions of the Civil Service Law);
2. Discharge;
3. Retirement;
4. Refusal of a recall to employment;
5. Layoff for a period exceeding one (1) year;

6. Taking gainful employment while on voluntary leave of absence, which employment is inconsistent with the basis upon which leave was granted, unless, after request, the Employer refuses to take back the employee prior to the expiration of the leave granted.

Section 6.3: ORDER OF SENIORITY

The relative seniority of two or more employees hired or appointed on the same date shall be in the order of their hiring or appointment by the hiring or appointing officer.

ARTICLE VII: JOB VACANCIES

Section 7.1: JOB OPPORTUNITIES

When a job vacancy or vacancies occur within County employment covered by this Agreement, the Employer will post in a conspicuous location at the agreed upon work locations and distribute for posting to the Union an announcement of such vacancies at least fifteen (15) calendar days prior to the date they are filled, except in the event of an emergency. Announcements of such vacancies shall contain the title of the positions to be filled, minimum qualifications required for appointment, and the number and work location of the vacancies.

Section 7.2: BIDDING PROCESS

When such vacancies are announced as provided herein, employees who wish to be considered for appointment to such vacancies shall be allowed to file an application with the Appropriate Appointing authority; provided, however, that such application must be filed within ten (10) calendar days following the date of initial posting and distribution for posting of an announcement of the vacancy.

Section 7.3: PREFERENCES FOR FILLING VACANCIES

After the appropriate notice(s) have been filed by the employee(s) with the appropriate Appointing Authority, the vacancy or vacancies within each respective schedule shall be filled according to the following procedures with seniority within the applicable department as per Section 11.6 being the determining factor when other job qualifications are considered fairly equal, and provided that there is no conflict with the New York State Civil Service Law, including the requirement that the Employer select one of the three top scoring persons certified on the eligible list for appointment or promotion within the competitive class.

Preference for filling job vacancies shall be determined in the following manner:

1. First preference shall be given to those employees presently working within the department to whom the vacancy will result in a promotion.
2. Second preference shall be given to those employees whose transfer would result in a lateral transfer of job title and pay grade.
3. Third preference shall be given to those employees whose transfer would result in a new job title but remain in the same pay grade.
4. Fourth preference shall be given to all other County employees.

ARTICLE VIII: LEAVES WITHOUT PAY

Section 8.1: GENERAL LEAVES OF ABSENCE

Leaves of absence without pay may be granted for a period not exceeding two (2) years, in the sole discretion of the Employer. Such leaves shall not be unreasonably withheld. The employee may be allowed to reduce the period of leave without pay by the use of any or all earned credits.

Section 8.2: MATERNITY LEAVE

A full time or regular part time employee who is either pregnant or has arranged for elective surgery or other treatment which will result in disability or desires parenting leave by reason of adoption of a child shall be granted a leave of absence without pay for a period up to six (6) months which may be extended by the Employer, upon written request of the employee, up to a total leave of one (1) year. Such an extension shall be given where either the employee, or where pregnancy is involved, their newborn child, is not in good health following either the treatment or the termination of the employee's pregnancy, whichever is applicable.

Section 8.3: LEAVE FOR ADOPTION

Adoption shall be defined as the process by which a person assumes guardianship and permanent custody of a child and shall include all periods beginning with the initial placement of the child as well as child care and parenting that leads to said guardianship and custody. Any employee may

begin their leave without pay for adoption purposes, if they desire on the date the child is placed with them and continue such leave for thirty (30) days following the date guardianship and permanent custody is awarded to the aforementioned employee. Adoption leave without pay shall be granted for a period of up to seven (7) months which may be extended by the Employer upon written request of the employee, up to a total leave of one (1) year.

Section 8.4: REPORTING REQUIREMENTS

The employee shall report to their Department Head the existence of pregnancy, scheduled surgery, other treatment or adoption proceedings including placement as soon as reasonably practicable.

Section 8.5: MEDICAL LEAVES OF ABSENCE

The Employer may thereafter place an employee on leave at such time as the employee cannot safely or reasonably perform the duties of their job, or at such earlier time as the employee requests such leave. A decision by the Employer to place the employee on leave pursuant to this section shall be subject to review pursuant to Article IV (Grievance Procedure).

Section 8.6: WORKER'S COMPENSATION

a. In the event an employee sustains a compensable injury as defined in the Workers' Compensation Law, their case shall be filed immediately subject to the provisions of such law. An employee shall be entitled to utilize any or all earned credits during the initial waiting period for a full day's pay, or to utilize a portion thereof to make up the difference between their Workers' Compensation benefit and a full day's pay.

b. An employee who sustains an injury while on duty shall report such injury to his or her supervisor immediately who shall then refer the employee to Wyoming County Work Place Health. The employee shall register with Work Place Health within twenty-four hours for initial evaluation. Nothing in this paragraph shall compel the employee to undergo treatment at Work Place Health. This disclaimer shall be posted in a prominent place in Work Place Health and all County Departments.

Section 8.7: REQUIRED MEDICAL DOCUMENTATION

A physician's statement as to the fitness of the employee for the performance of their duties may be required at any time before such leave commences, and may be required prior to the employee's return to duty, and further, the Employer may request that the employee submit to a physical examination at the Employer's expense by a physician of the Employer's choice. Such physician shall be Board certified with the appropriate specialty providing such Board certified physician is reasonably available.

Section 8.8: RETURN TO WORK

An employee on such leave shall give notice to their Department Head or designee, at least two (2) weeks but not more than four (4) weeks prior to the employee's intended return to work.

Whenever possible, an employee who has complied with the procedures above shall be returned to their former job and shift, following their return to duty.

Section: 8.9: MILITARY DUTY

Leaves of absence without pay shall be granted for military duty as required by Law as well as any court required activity approved by the County Attorney, which involves the employee in the performance of his duties as a "citizen".

ARTICLE IX: ASSOCIATION REPRESENTATION**Section 9.1: ANNUAL CONVENTIONS**

The Union shall be allowed to designate up to four (4) delegates to attend the annual conventions of the CSEA as representatives of the Union, upon two (2) weeks notice to the Department Head.

Attendance at such convention shall be at the expense of the employee(s), except that an employee shall have the right to use accumulated personal or vacation leave for this purpose. The Union shall be allowed a total of ten (10) work days in the aggregate each year of the contract for designated delegates to attend annual conventions of the CSEA without loss of pay. In addition, leave without loss of pay or leave credits shall be granted to any duly elected or appointed officer or representative of the Unit to attend Regional or Statewide meetings of the Civil Service Employees Association,

Inc., or a committee thereof. The leave granted herein shall not exceed an aggregate total of ten (10) working days per year.

Section 9.2: UNION BUSINESS

The Unit President or their designee shall be allowed a total of six (6) days per year without loss of pay to conduct union business that cannot be handled on normal off duty time.

Section 9.3: ACCESS

The CSEA Labor Relations Specialist and Insurance Representative shall be allowed access to employees covered hereunder on the Employer's property and during working hours, provided that they shall give reasonable notice concerning their arrival to the appropriate Department Head or designee, and provided that they shall not unreasonably interfere with the normal operations of the department to which access is allowed.

Section 9.4: CONTRACT ADMINISTRATION

Employees who are designated or elected for the purpose of addressing grievances or assisting in the administration of this Agreement shall be permitted a reasonable amount of time free from their regular duties without loss of pay to fulfill these obligations, which have as their purpose the maintenance of harmonious and cooperative relations between the Employer and the employee and the uninterrupted operation of government.

The President of the Unit shall be permitted to act as the grievance representative in all formal stages of the grievance procedure after Step 1 without loss of pay, in the event that a grievance cannot be resolved short of Step 2.

ARTICLE X: COMPENSATION

Effective January 1, **2009**, each employee's hourly rate and annual salary in effect on December 31, **2008**, shall be increased by 2.0 per cent.

Effective January 1, **2010**, each employee's hourly rate and annual salary in effect on December 31, **2009** shall be increased by 2.0 per cent.

Effective January 1, **2011**, each employee's hourly rate and annual salary in effect on December 31, **2010** shall be increased by 2.25 per cent.

Increments shall be paid where due.

Section 10.1: UPGRADES AND DOWNGRADES

The Employer agrees that it will not downgrade the salary grade in which a particular job classification is placed without bilateral agreement with the Union. The Employer agrees that it will not upgrade the salary grade in which a particular job classification is placed without prior negotiations with the Union. The President of the Wyoming County General Unit (CSEA) shall be notified in writing at least twenty (20) work days in advance of any intended change in salary grade, and shall be given the opportunity to confer with designated representatives of the Employer prior to implementation of any change. However, it is agreed that the Employer may at its discretion without notification, consultation or bargaining increase the wages of only the following specific titles throughout the life of this Agreement: Registered Professional Nurse, Public Health Nurse, Community Health Nurse, Licensed Practical Nurse, Medical Technologist, Radiologic Technologist, Respiratory Therapist and Physical Therapist.

Those titles listed above shall also include such titles containing prefixes or other descriptions to those listed above (Example: Senior Radiologic Technician or LPN I, LPN II).

Section 10.2: RETROACTIVE PAY

The employer agrees to pay retroactive pay to all employees governed by this contract who are employed as of the signing of this agreement, or any employees who are on approved leave of absence with or without pay or workers compensation.

Section 10.3: SHIFT DIFFERENTIALS

All employees covered by this agreement who were employees as of January 1, 1986 shall receive shift differential as it was calculated and paid prior to January 1, 1986, subject to a maximum of \$1.50 per hour and a minimum of \$.85 per hour.

Section 10.4:

All employees hired after January 1, 1986 who are members of the bargaining unit, when entitled to shift differential, shall be paid shift differential at the rate of \$.85 per hour. Part time employees budgeted at .59 or less, or working less than 22.5 hours per week or less than .6 of the regular shift in the applicable department, shall not be entitled to shift differential. Payment of shift differential to employees covered by this paragraph shall be made at the specified rates notwithstanding upon which shift the differential is earned.

Section 10.5:

Shift differential for all employees in the bargaining unit, shall be paid for any and all hours worked during the evening or night shifts as scheduled. Specifically, shift differential shall not be included in payment for benefit days such as holidays, sick, vacation and/or personal days.

Section 10.6: STEP INCREMENTS

Subject to Sec. 10.8 an employee shall become eligible for a step increment under the Wyoming County Salary Plan on January 1 of each year, if such employee has been continuously employed by the County since prior to January 1, 1971. An employee hired, or rehired after loss of seniority, on or after January 1, 1971, shall become eligible for such an increment upon their anniversary date of hire.

Section 10.7: PROMOTIONS OR REALLOCATIONS

If an employee is appointed or promoted, or reallocated to a position in a higher grade, they shall receive an increase in salary, upon such appointment or promotion, which is equivalent to the full increment payable in the position to which they are appointed or promoted, or shall be paid the minimum salary of the grade of the position to which they are appointed or promoted, whichever results in the higher annual salary, but shall not be eligible for additional annual increments until promotional, appointment or reallocation anniversaries.

Section 10.8:

An employee promoted or reallocated to a higher salary grade who becomes eligible for a step increment under Section 10.1 shall receive such increment in addition to that employee's last annual or hourly salary or wage rate immediately prior to eligibility for such increment.

Section 10.9:

An employee promoted or reallocated to a higher salary grade less than one (1) year after receiving a step increment under Section 10.6 shall be placed at an increment in the new grade in accordance with Section 10.7.

Section 10.10: SALARY INCREMENTS

Annual salary increments are established to provide orderly salary administration. An employee otherwise eligible for a step increment under Section 10.6 shall receive such increment unless such employee's work has been unsatisfactory during the most recent preceding period required for eligibility, in the opinion of the employee's Department Head. If an employee is due an increment, the pay change will become effective on the beginning of the pay period which commences nearest to the increment date. An employee whose work is unsatisfactory will be reviewed at least once near the midpoint of the employee's current eligibility period by their Department Head or other designated Employer representative, and shall be specifically and conscientiously rated and advised upon any deficiencies in all aspects of the job which have an effect on the employee's work record and receipt of the next increment. The employee shall be given an opportunity to demonstrate improved performance, and if denied such increment, shall be provided with the reasons for such denial in writing upon request.

Section 10.11:

All part time employees shall receive increments annually regardless of number of hours worked.

Section 10.12: OUT OF TITLE PAY

Any employee required to work in a higher bargaining unit classification shall be compensated at the rate of one (1) hour's pay for all days worked in such higher classification after three (3) full consecutive days, for each occurrence, not retroactive to the first day. However, staff nurses not participating in the clinical ladder shall be entitled to out-of-title pay commencing with the first day worked in a higher classification on the following units: Acute Two, Acute 3, Acute Four, ICU/PCU, SNF all units, OR/ASU, Discharge Planning covering for the Discharge Coordinator, Mental Health Unit, Emergency Department and Workplace Health Services. (See Section 10.17(b).)

Section 10.13: HIGHWAY DEPARTMENT DIFFERENTIAL

Highway Department employees operating the Crane, Gradall or Excavator shall receive a differential of \$.10 per hour for all hours of actual operation of such equipment.

Section 10.14: HOURLY RATE FOR WCCH CLERICAL EMPLOYEES LISTED ON SCHEDULE A

The hourly rate of pay for clerical employees on Schedule A who are employed at the Hospital shall be computed by dividing the appropriate annual salary by 1820 hours.

Section 10.15: CDL

Upon renewal of an employee's commercial driver's license for those employees required to have a commercial drivers license, the County shall pay one hundred thirty eight dollars (\$138.00) towards the license.

Section 10.16: DEFERRED COMPENSATION PLAN

The County agrees to implement and make available a Section 457 Deferred Compensation Plan for all bargaining unit employees who wish to participate in such a plan.

Section 10.17: COMPENSATION FOR NURSING SERVICES

a. Compensation for Registered Nurses and Licensed Practical Nurses employed at the Wyoming County Community Hospital, med/surg acute 2, med/surg acute 3, OB/GYN acute 4, CSU acute 2, ICU/PACU acute 2, OR/ASU acute 2, emergency department, mental health nursing services, workplace health services, and discharge planning (subject to the terms of this paragraph) shall be governed by the Registered Nurse clinical ladders 1, 2 and 3 and the Licensed Practical Nurse clinical ladders 1 and 2 attached hereto and incorporated in this collective bargaining agreement. The aforementioned clinical ladders shall provide and determine the compensation levels based on requisite qualifications for such compensation for the nursing personnel referred to in this paragraph. The clinical ladder program is optional. In order to be eligible for the clinical ladder program, Registered Nurses and

Licensed Practical Nurses in the acute care units as listed above must apply for and be approved for clinical ladder compensation based upon possessing the requisite qualifications as approved by the Director of Nursing and set forth in the Wyoming County Community Hospital Clinical Ladder Policy dated December 17, 2007. Compensation for the clinical ladder will be based on achieving and maintaining criteria established for each level. Nurses who do not wish to apply for and participate in the clinical ladder program will be compensated at the WCCH schedule Grade 15A rate as per CSEA, Local 1000 AFSCME, AFL-CIO contract.

b. Staff nurses who cover for a nurse manager, head nurse or supervisor in the acute care area of the hospital are not entitled to out-of-title pay under the terms of this contract since compensation of this nature has been built into the clinical ladders referred to in Section 10.17.

c. Individual pay changes will become effective at the beginning of the next payroll period after the employee's clinical ladder application has been approved. The provisions of this section shall be effective on January 1, 2008.

Section 10.18: THIRD SHIFT BONUS PAYMENT

a. A temporary third shift bonus payment will be available to Registered Nurses and Licensed Practical Nurses who work between the hours of 11:00 p.m. and 7:00 am. in the acute care nursing units of med/surg acute 2, med/surg acute 3, OB/GYN acute 4, CSU acute 2, ICU/PCU acute 2, OR/ASU acute 2, emergency department, mental health nursing services, workplace health services, and discharge planning under the terms as set forth in this section. A temporary third shift bonus payment will also be available to Registered Nurses and Licensed Practical Nurses who work between the hours of 11:00 p.m. and 7:00 a.m. in the Nursing Facility. A third shift bonus will be paid at the rate of \$.65 per hour in addition to shift differential presently provided under the terms of Sections 10.3 and 10.4 of this agree-

ment. However, the combination of shift differential and bonus pay shall not exceed \$1.50 per hour.

b. Regardless of whether a Registered Nurse or Licensed Practical Nurse in the acute care area of the hospital works any combination of twelve (12) or sixteen (16) hour shifts, the bonus described in this section shall be only for those hours worked between 11:00 p.m. and 7:00 a.m.

c. The third shift bonus provided in this section is payable only for hours actually worked between 11:00 p.m. and 7:00 a.m. and does not apply and will not be paid for hours not actually worked such as holidays, sick days, vacation days and/or personal days.

d. The provisions of this section shall be effective on February 24, 2008.

ARTICLE XI: WORK DAY, WORK WEEK, HOLIDAYS, VACATION AND SICK LEAVE

Section 11.1: PAID HOLIDAYS

All Wyoming County employees shall have the following ten (10) paid holidays per year: New Year's Day, President's Day, One Floating Holiday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. Any such holidays falling on a Sunday shall be observed on the following Monday. Any such holidays falling on a Saturday, shall be observed on the preceding Friday. Staggered shift workers or those who must work on a holiday, shall be given a compensatory day or shall be paid for such day at the election of the employee. Holiday pay shall be for all employees who work the majority of their shift on the holiday. When an employee elects a compensatory day, the date of such compensatory day shall be agreed upon between the Employer and the employee, but must be granted by the Employer within thirty (30) days of such request by the employee. Such request shall be made within one year from the time the holiday is earned. Notwithstanding the forgoing, the floating holiday cannot be used in connection with or adjacent to an existing holiday or weekend without specific approval of the supervisor, and must be used in the calendar year earned. Employees at the Wyoming County Community Hospital

and Skilled Nursing Facility, who are scheduled to work on weekends, shall observe a holiday on the date which such holiday falls.

(a) Any employee in a twenty-four (24) hour service department shall not lose benefit time should said employee be required to work on a particular holiday.

Section 11.2: SICK LEAVE

a. All full time employees as of January 1, 1990, who have completed their probationary period shall be allowed to accumulate sick leave at the rate of one (1) day per month from their original date of hire, to a total of two hundred ten (210) days.

b. All employees hired on or after January 1, 1990, who have completed their probationary period shall be allowed to accumulate sick leave at the rate of 5/6 of a day per month from their original date of hire to a total of two hundred ten (210) days.

c. Any part time employee budgeted at .6 FTE or above or working 22.5 hours per week or more or at least .6 (six-tenths) of the hours of a regular shift in the applicable department shall be entitled to accumulate sick leave on a prorated basis.

d. Any employee budgeted at .59 or below or working less than 22.5 hours per week shall not accrue sick leave.

e. Any employee requesting sick leave during three (3) or more consecutive days shall be required to supply their own statement, or, at the discretion of the Department Head or the Employer, that of a physician licensed under Article 131 of the Education Law. Sick leave shall be defined as absence for reasons of illness or injury, or dental or medical appointment for the employee. Other than cases of emergency, sick leave shall be granted by prior arrangement with an employee's Department Head.

f. When an employee is entitled to Worker's Compensation insurance for any period, such employee may elect to take a portion of their sick leave so as to make a full normal pay.

g. An employee forfeits accrual of sick days for any month during which there have been two (2) or more unexcused absences. An unexcused absence shall be defined as failure to report for work as assigned.

h. Effective January 1, 1990, eligible bargaining unit employees who do not use sick leave during any consecutive six (6) month period, shall receive one (1) additional day of vacation for every occurrence. Maximum of up to two (2) in any twelve (12) month period.

i. All bargaining unit employees shall be entitled to tender to the employer for cash payment, two (2) benefit days per year according to the terms of this paragraph. During March, June, September and December of each year, an eligible employee may at the employee's option tender a benefit day to the Employer and shall receive payment for such day. The tendered benefit days under this provision shall not exceed two (2) per employee year. For purposes of this subparagraph, benefit days shall include holidays, vacation days, and personal leave days.

Section 11.3: DISABILITY LEAVE

WHEREAS, Pursuant to Article 11, Section 11.3 of the Collective Bargaining Agreement (hereinafter referred to as the CBA) between the County of Wyoming (hereinafter: The County) and the Civil Service Employees Association General Unit Local 861 (hereinafter: CSEA) the County was responsible for administering a sick leave bank;

WHEREAS, that sick leave bank has been insolvent for some time, this memorandum of agreement shall serve to replace Article 11, Section 11.3, of the CBA;

WHEREAS, the County and CSEA seek to provide an alternative (disability insurance) to replace the sick leave bank; to this end the parties have entered into discussions to ensure that all obligations under the CBA are upheld;

NOW THEREFORE, as a result of such discussions, the parties agree as follows:

1. The County shall purchase statutory disability insurance (hereinafter referred to as the plan). The plan only covers employees who are disabled by an off the job injury or illness.
2. Employee contribution levels to the plan shall be in accordance with New York State Statutory limits, (.60 cents per week corresponding with the Supervisory Unit's level of contribution).
3. The parties agree to amend Article VIII Section 8.2 of the CBA to read: A full time or regular part time employee who desires parenting leave by reason of adoption of a child shall be granted

a leave of absence without pay for seven (7) months for adoption which may be extended by the employer, upon written request of the employee, up to a total leave of one (1) year.

4. The plan shall be primary prior to use of any earned sick leave accruals, which may be used to supplement statutory benefits. Employee's earned sick leave accruals will be utilized to supplement the plan and to provide the employee within 2.0% of a full week's wage. However, in no case, shall the combined use of sick leave accruals and the plan exceed an employee's average weekly salary.
5. Benefits begin on the eighth consecutive day of disability. The employee must file their claim within thirty (30) days from the onset of said disability or no benefit will be received.
6. The County shall establish a separate account with sufficient funds to pay any incurred expenses experienced by participation in the plan.
7. The County agrees to offer benefits currently mandated by the New York State Insurance Law governing group insurance contracts in New York State and any benefit enhancement as by law.
8. Disputes arising from this Memorandum are subject to the grievance procedure as outlined in the CBA.
9. Those current employees still in debt to the sick leave bank shall continue to fulfill their obligation.

Section 11.4(a): BEREAVEMENT LEAVE

Bereavement leave not exceeding three (3) days per death shall be granted by a Department Head on account of the death of a parent, brother, brother-in-law, sister, sister-in-law, spouse, significant other, child, step-child or an employee's spouse's parents, employee's grandparents or grandchildren.

Section 11.4(b): FAMILY SICK LEAVE

Family sick leave shall be synonymous with the Federal Medical leave Act (FMLA).

Section 11.5: PERSONAL LEAVE

All employees of the employer as of January 1, 1989 covered herein shall receive four (4) personal days per year on their anniversary date of hire.

Any employee hired after January 1, 1989, shall receive two (2) personal leave days per year. Such employee hired after January 1, 1989, shall be entitled to use one (1) personal leave day immediately and the second (2nd) day after six months of service. After completion of one (1) year of service, an employee hired after January 1, 1989 shall be granted two (2) personal leave days on their anniversary date of hire. One (1) additional day shall be granted upon an employee's anniversary date for their eight (8) years of service and one (1) additional day shall be granted for their anniversary for twelve (12) years of service for total of four (4) personal leave days. No such personal leave shall be

taken on a holiday or on a day before or on a day after a holiday or vacation day without prior consent to of the employee's Department Head. To be eligible for compensation under this Section, an employee must give at least forty-eight (48) hours notification of intent to use a personal leave day, unless due to the emergency nature of the reason for leave it is impossible to give such notice. In any event, an employee must so notify his Department Head at least one (1) hour before his scheduled starting time. An employee shall receive no payment for unused personal leave upon any type of termination.

Section 11.6(a): WORKDAY/WORK WEEK

The following are work week hours for the Department shown:

| | |
|------------|--|
| 40 hours | Highway Veteran's Service Office |
| 37 ½ hours | Hospital |
| 35 hours | Highway Department Office Board of Elections Board of Supervisors Building Codes Bureau of Fire/Civil Defense Civil Service County Clerk Economic Development Mental Health Office for the Aging Probation Department Public Health/CHHA (*except those noted below) Real Property Tax Service Social Services Treasurer's Office Workers Compensation/Health Care Youth Bureau |

***RPNs, LPNIIs at the CHHA as well as Public Health Nurses at Public Health work a forty (40) hour week.**

Section 11.6(b): OVERTIME PAY

All full time employees in the bargaining unit shall be compensated at the rate of time and one-half (1 1/2) their regular hourly rate of pay for all hours worked over eight in any work day or forty in any work week, subject to all provisions of this Article. All part time employees in the bargaining unit shall be compensated at a rate of time and one-half (1 1/2) their regular hourly rate of pay for all hours over forty in a week.

Hours normally worked will not be altered to avoid the payment of overtime. When an employee is required to work two (2) consecutive shifts, such employee shall for the second shift be compensated at time and one-half (1 1/2) his regular hourly rate or compensatory time off at one and one-half (1 1/2), at that Employer's discretion. The employee shall be granted such time or compensation within thirty (30) days.

Section 11.6(c): COMPENSATORY TIME

IT IS AGREED by and between the County of Wyoming (the Employer) and the Civil Service Employees Association (CSEA) Local 1000 AFSCME, AFL-CIO that:

1. Compensatory time is understood to be any time worked as authorized by the Employer in excess of a forty (40) hour work week. For those employees working either a thirty-five (35) or thirty-seven and one half (37.5) hour work week: those hours worked up to the forty (40) hour statutory limit, accrue at straight time (hour for hour). Hours accrued in excess of the forty (40) hour work week, accrue at the overtime rate of time and a half.

2. Accrued compensatory (comp) time must be used or taken by the employee before the end of the month following the month in which it was accrued. It is the responsibility of the Employer in consultation with the employee, to schedule the time off for the employee within the above time frame. (EXAMPLE: An employee accrues 2.75 hours of comp time in April of 2001; Employee then should be scheduled off duty 2.75 hours utilizing their comp. Time by the end of May 2001).

3. An employee denied the opportunity to take or use their accrued comp time within the required time frame, as a result of staffing, workload or other valid reasons as determined by the Employer; shall be paid for their accrued time at the overtime rate of time and a half. Payments shall be made

during the first full payroll period following the end of the month in which the comp time should have been utilized.

All paid leave excluding sick leave and vacation leave shall be counted as time worked in the computation of overtime.

Where a Department work week is less than forty (40) hours per week, the employee shall receive straight time or compensatory time at the Employer's discretion. Such time to be computed at time and one-half (1 1/2 for hours in excess of eight (8) hours per day.

Section 11.6(d): EARNED DAY OFF

The Earned Day Off Program as it currently exists (12/95) at the Department of Social Services is hereby incorporated in and made a part of this Collective Bargaining Agreement, and applies to the Department of Social Services only. The Earned Day Off Program shall in no way effect Management's rights as set forth in Article II, with the exception of the assurance of the existence of an Earned Day Off Program.

Section 11.6(e): RE-CALL PAY

An employee who is called to work outside their normal working hours shall be guaranteed at least four (4) hours pay and four (4) hours work. Management will not assign menial or make-work to fill out the four (4) hours referred to herein. This section does not apply for early call outs of less than four (4) hours before the start of the regular shift.

Section 11.6(f): STANDBY PAY

Employees in the Child Protective Unit and Public Health Department who are required to stand by for call in work shall receive one dollar and forty cents (\$1.40) for each hour that the employee is on standby status per week day, and one dollar and seventy cents (\$1.70) per hour for each hour that the employee is on standby status per weekend day and holiday. An employee who is on standby and is called in shall be paid for the time worked in addition to the standby status fee set forth herein. However, the employee who is called in shall not be guaranteed the minimum call in pay provided in Section 11.6(e).

Section 11.6 (g):

An employee at the hospital who is required to standby for call in work shall receive one dollar and forty cents (\$1.40) for each hour that the employee is on standby status per weekday, and one dollar and seventy-five (\$1.75) per hour for each hour that the employee is on standby status per weekend day and holiday. If called to work, such person shall receive a minimum of one hour's pay at their regular hourly rate.

Section 11.7(a): VACATION LEAVE

- a. A basic vacation leave shall be allowed to each full time employee who was hired before January 1, 1990, and who has completed twelve (12) months of continuous service from his or her original date of hire, consisting of one (1) day per month and accruing up to a total not to exceed fifty (50) days. Completion of twelve (12) months of continuous service is a pre-condition to the taking of any vacation leave.

- b. A basic vacation leave shall be allowed to each full time employee who was hired on or after January 1, 1990, and who has completed twelve (12) months of continuous service from his or her original date of hire, consisting of 5/6 of a day per month and accruing up to a total not to exceed fifty (50) days. Completion of twelve (12) months of continuous service is a pre-condition to the taking of any vacation leave.

- c. A part time employee budgeted at .6 FTE or above or working 22.5 hours or more per week or at least .6 (six-tenths) of the hours of a regular shift in the applicable department, shall be entitled to a prorated vacation benefit. Such proration shall be based upon the employee's date of hire as set forth in (i) and (ii) above.

- d. Any employee budgeted at .59 or below or working less than 22.5 hours per week or less than .6 of the regular shift in the applicable department, shall not accrue vacation leave.

An employee shall take their vacation at a time mutually agreed with the employee's Department Head, and/or Senior Manager or their designee. For the purposes of this section, block vacation shall be defined as five or more consecutive days.

Section 11.7(b): BLOCK VACATION BIDDING

By March 1 of each year, employees who wish to exercise their seniority to bid block vacation for the period April 1 through September 30, shall submit such request in writing to their Department Head. No later than March 15, the Department Head, and/or Senior Manager, or their designee shall notify employees as to whether or not their request has been granted. Similarly, by September 1 of each year, employees who wish to exercise their seniority to bid block vacation for the period October 1 through March 30, shall submit such request in writing to their Department Head, Senior Manager or their designee. No later than September 15, the Department Head, Senior Manager or their designee shall notify employees as to whether or not their request has been granted. In the event that more employees request the same block vacation time than can be reasonably spared for operating reasons, block vacation will be granted to employees in the order of seniority as defined in Article 6.3. If periods of five days or more remain open after March 15, and September 15, such block time may be requested pursuant to the short term vacation procedure. Where optimum performance of services and efficient operation will not be adversely affected, eligible employees shall be allowed to take two (2) weeks in succession.

Section 11.7(c): VACATIONS OF LESS THAN 5 DAYS

For short term vacations of less than five days, employees shall request such day(s) no more than thirty and no less than three days in advance, in writing to the Department Head or Senior Manager. The Department Head/Senior Manager, and/or their designee shall issue a timely response within two days of the request. Failure to respond within the aforementioned two days will constitute consent to the use of the requested time. The granting of short-term vacation leave will be done on the basis of first come, first served. Vacation credits may be used in such units of time as the Appointing Authority may approve, but the Appointing Authority shall not require that vacation credits be used in minimum units less than one-quarter hour. For the use of less than three (3) consecutive Vacation Leave days (in minimum increments of one hour), employees shall give as much notice as possible. Based on operational needs of the Department, it is understood that the request for Vacation Leave

may or may not be granted. In the event of an emergency situation, the employee shall, within one-half hour of their designated start time, provide notice to the Department electing their choice of Personal Leave, Vacation Leave or Compensatory Time. Upon return to duty, the employee shall briefly describe the nature of the emergency on the "Request to Use Benefit Day" form.

Section 11.7(d): ADDITIONAL VACATION BASED ON LENGTH OF SERVICE

Eligible bargaining unit employees shall also be allowed additional vacation based on length of serve in accordance with the following schedule:

| <u>CONTINUOUS YEARS OF SERVICE</u> | <u>DAYS IN ADDITION TO BASIC VACATION</u> |
|---|--|
| 10 years | 5 working days |
| 15 years | 10 working days |

Additional vacation provided by this section shall be taken under the same terms and conditions as basic vacation.

A bargaining unit employee who resigns or otherwise terminates their employment with the Employer, upon completing twelve (12) months of continuous service, except dismissal for just cause, shall be entitled to the monetary value of accumulated and unused vacation time, or time allowance granted in lieu of overtime compensation, standing to their credit at the time of their separation from employment. In case of death in service, the same shall be paid to the legal representative(s) of their estate or to their beneficiaries, as permitted by law.

Section 11.7(e): VACATION BUY BACK (CASH-IN)

Upon agreement between an employee and their Department Head or designated representative, an employee shall be permitted to receive vacation pay without taking the vacation for which they are eligible up to a maximum of 10 days in any fiscal year.

Section 11.8: LONGEVITY PAY

The Employer agrees to continue longevity pay increments to be awarded each year to all qualified employees, longevity pay to be awarded for length of time in County service in addition to scheduled increments and other special salary raises, if any, according to the following schedules:

| <u>Consecutive Years of Service</u> | <u>Per Annum</u> |
|-------------------------------------|------------------|
| 10 | \$270.00 |
| 15 | \$360.00 |
| 20 | \$480.00 |
| 25 | \$540.00 |
| 30 | \$720.00 |

Longevity pay shall be awarded to qualified employees commencing with the first pay period following qualification, said payment in the 1st year of qualification to be prorated over the remaining pay periods in the calendar year to constitute the full amount of the payment. In subsequent years of qualification, the payment shall be prorated over the entire calendar year.

Alternatively, the employee may elect to receive the payment in a lump sum in the first pay period in December, providing appropriate notice of such election is given to the employee's Department Head by December 15th of the prior calendar year. Consecutive service shall mean continuous and uninterrupted employment for the County of Wyoming, except that no person shall be disqualified by absences which are bona fide sick leave, military leave, sabbatical leave, or leave of absence granted by the appropriate Department Head. In addition, a pro rata increment pay shall be awarded to all part time employees. An employee shall be qualified for the increment herein granted in the calendar year in which their employment reached the necessary span of years to qualify.

Section 11.9: MILEAGE REIMBURSEMENT

The Employer shall reimburse County employees for mileage, when entitled thereto, at a rate authorized as a deduction for business mileage by the Internal Revenue Service. Any change in the rate of mileage reimbursement will be effective either on the announcement date of retroactive

change by the Internal Revenue Service or on the effective date of any prospectively announced change by the Internal Revenue Service, whichever is later.

ARTICLE XII: HEALTH INSURANCE AND PENSIONS

Section 12.1(a):

Effective January 1, 2005 the parties agree to establish a single provider health insurance plan that shall be developed through the Joint Labor Management Healthcare Task Force. The County and CSEA shall participate in a joint task force to handle the maintenance of health insurance, dental insurance and any related product(s). It shall be agreed that all benefits will remain equal to or better than those that are currently in place. Univera Healthcare will provide the current level of health insurance coverage unless otherwise agreed.

The Current Health Plan Coverage will be Univera PPO Plan, effective January 1, 2007.

Office Visit co-pay - \$15

Prescription Drug co-pay - \$7/\$15/\$35

Dependent Child age 23 (age 25 if full-time student)

OPEN ENROLLMENT: Open enrollment will be decided by the health insurance joint task group and posted on the CSEA bulletin boards by January 1 of each year.

Section 12.1(b): HEALTH INSURANCE COSTS

The employer will pay 100% of the cost of single or family health insurance coverage for full time employees hired on or before August 31, 1990.

Full time employees hired on or after September 1, 1990, shall contribute toward their health insurance on the following basis:

Single Policy: Eight per cent (8%) of the premium rate of whichever health insurance plan is selected by the employee.

Family Policy: Twenty per cent (20%) of the premium rate of whichever health insurance plan is selected by the employee.

Dental Insurance: All Employees who elect dental coverage shall contribute 100% towards the cost of dental insurance.

Section 12.1(c): HEALTH INSURANCE COSTS / PART-TIME

- i. Part-time employees hired on or before August 31, 1990, shall be entitled to prorated health insurance benefits as long as they are either budgeted at .6 FTE or higher or their average hours worked places them at six tenths of the normal departmental work week or higher, or they qualify as a .6 FTE or higher in accordance with the formula described in 13.1(b).
- ii. Part-time employees hired on or after September 1, 1990, who meet the criteria in paragraph (i) above, shall also be subject to the co-pay provision contained in Section 12.1(b).
- iii. Part-time employees who neither qualify pursuant to paragraphs (i) or (ii) above shall nonetheless be allowed to participate in health insurance benefits on a self-pay basis.

However, in the event that the Family Medical Leave Act requires the employer to pay for employees described in 12.1(c)(iii), CSEA agrees to renegotiate the impact of such requirement.

Section 12.1(d): HEALTH INSURANCE BUY BACK (REPUDIATION)

Any employee who is eligible for health insurance benefits shall have available the following options on an annual basis:

- a. For 2004, repudiation will be \$750.00 single coverage and \$1500 family coverage, provided 15 new repudiations occur at WCCH and a total of 25 new repudiations occur County wide (Includes the WCCH amount). If the numbers are not obtained for 2004, repudiation will remain at the current amount of \$375.00 for single coverage and \$750.00 for family coverage.
- b. For year three (3) of the contract (2005), the above mentioned standard will remain in effect, however, if that standard is not met, the repudiation values shall be \$750.00 for single coverage and \$1000 for family coverage.

c. Repudiation for eligible part time employees who are budgeted at .6 FTE or who achieve .6 FTE in accordance with Section 13 shall be on a prorated basis.

d. Payment under the terms of this Section shall be made in the second week of July and shall be prorated to an amount equivalent for the number of months for which coverage is not provided.

e. Repudiation of coverage under this Section shall be in writing and submitted to the County Insurance Office according to the procedure established by that office, and of which each employee shall be fully notified.

PRE-TAX CONTRIBUTIONS: CSEA and the County agree that any contributions toward health insurance shall be done on a pretax basis by establishing a flexible spending account.

Section 12.2: RETIREMENT BENEFITS

The County agrees to provide retirement benefits (1/60th non contributory retroactive to 1938. Under the retirement plan (75i) as presently constituted. The employer agrees to pay the cost of two riders to the retirement program available under the New York State Employee's Retirement System, consisting of (1) the application of unused sick leave as additional service credit upon retirement, and (2) a guaranteed minimum death benefit of three (3) times an employee's annual rate of pay not to exceed the statutory limit.

County employees retiring or on leave of absence without pay have the option to remain in the group insurance at their own cost, if permitted under the regulations of the insurance carrier. Any employee who upon retirement has accrued at least 90 days of sick leave shall be entitled to continuation of insurance coverage for a period equal to the number of accrued sick leave days not to exceed 210 days.

Section 12.3: COMPENSATION FOR USE OF PERSONAL VEHICLE FOR COUNTY BUSINESS

An employee who actually incurs a higher rate for liability insurance because the employee is required to use a personal car on County business shall be entitled to payment of such additional cost

in accordance with the following procedure: The employee shall obtain certification from the appropriate Department Head that the personal car is required for use upon County business. The employee shall submit certification together with a letter from their insurance carrier specifying the additional premium to a designated County Insurance Representative for approval.

ARTICLE XIII: PART TIME EMPLOYEES

Section 13.1(a): BENEFIT ELIGIBILITY:

Part time employees who are budgeted at .6 FTE or above or working 22.5 hours or more per week or at least .6 (six-tenths) of the hours of a regular shift in the applicable department, shall be entitled to all benefits enjoyed by full time employees on a prorated basis at no less than their budgeted hours. However, in the event they work more than their budgeted hours the provisions (formula) of Section 13.1(b) shall apply. Additionally, prorated benefits shall only be done on a full one-tenth of an FTE (.1) FTE.

Part time employees who are budgeted at .59 or below but who achieve a .6 FTE or above in accordance with the formula described in 13.1(b) below shall be entitled to all benefits enjoyed by full time employees on a prorated basis.

Section 13.1(b): CALCULATION OF PRORATED BENEFIT TIME

The prorated amount shall be determined by the ratio of the total number of hours worked in the Department to the normal work week within such employee's department multiplied by 52, but in no case shall the normal work week for this purpose be construed to be greater than forty (40) hours. The total number of hours worked by the employee in the Department in the previous year shall be used to determine the number of hours worked for the purpose of calculating prorated benefits. Vacation Leave, Sick Leave, Personal Leave, and Compensatory Time will be considered as time worked for the purpose of calculating prorated benefits.

For those employees budgeted at .59 FTE or below or who work less than 22.5 hours per week, or less than .6 of the regular hours in the applicable department, payment shall be at the applicable rate plus 10%.

Section 13.1(c):

For the purposes of this Article 13, prorated benefits for the first year of employment shall be based upon the FTE at which the part-time employee was hired.

Section 13.1(d): AUDIT OF HOURS WORKED

By January thirty-first of each year, the Employer shall audit each part-time employee's hours for the previous fiscal year in accordance with Section 13.1(b). Once the proper FTE has been calculated for each part-time employee, those employees shall be notified, in writing, as to their benefit level for the following year. Such benefits shall accrue, to eligible part-time employees, retroactively to January first of each subsequent year.

ARTICLE XIV: CREDIT UNION**Section 14.1:**

Upon receipt of a suitable written authorization, the Employer shall deduct from the wages of an employee, and shall remit to a properly constituted Credit Union, designated amounts from each paycheck in which the authorization is effective. The employee shall designate such amount only in five (\$5) dollar increments and the authorization shall be effective for at least six months or such longer period as required by law.

Section 14.2:

In the event of a claim or suit against the County arising under this Article, the Union shall hold the County harmless for all penalties, damages, and expenses in connection therewith. The County shall not be liable in any manner for the operation of the Credit Union.

ARTICLE X: MISCELLANEOUS**Section 15.1: MINIMUM RATES OF PAY**

Any person hired by the Employer who does not have experience or demonstrated ability in a particular position shall be paid only the minimum rate of pay for the grade in which such employee is hired. If a new employee is paid more than the minimum rate without experience or demonstrated ability, the Employer shall raise the rate paid to other such employees performing the same job in that grade to the rate of pay being received by the new employee.

Section 15.2: PERSONNEL FILE REVIEW

Upon at least five (5) calendar day's advance written notice to the appropriate Department Head, an employee shall be entitled to review their personnel file in the presence of an appropriate representative of the County, to the extent provided by law. No adverse comment by an Employer representative concerning the employee's performance in their job, shall be placed in the employee's personnel file without notification to the employee. Adverse comments concerning the employee's performance in their job may not be considered in connection with discipline after a period of eighteen (18) months. Upon written request, an adverse comment contained in the requesting employee's personnel file which is more than eighteen (18) months old shall be removed. However, nothing contained in this paragraph shall impair the County's ability to discipline an employee for conduct of the same or similar nature which has occurred up to eighteen months before the date of discipline.

Section 15.3:

To the extent that the Wyoming County Salary Plan presently in effect is inconsistent with the express terms of the Agreement, the terms of this Agreement shall prevail as to those employees within the bargaining unit described in Article I.

Section 15.4: EMERGENCY HIRES

The Employer shall notify the CSEA Unit President in writing of all jobs filled on an emergency basis.

Section 15.5: REIMBURSEMENT FOR EYE EXAMS / SAFETY GLASSES

Any employee covered under this CSEA contract who uses a computer more than 50% of their work day is entitled to up to \$35.00 per year toward a regular eye examination to be paid by the Employer. The employee shall request an eye examination in writing, which shall be subject to the applicable Department Head's approval. The County will provide and pay for prescription safety glasses to all full time permanent employees who are required to wear safety glasses. The employee is required to furnish the County with a written prescription for the prescription safety eyeglasses. The prescription cannot be more than three years old.

Section 15.6: PUBLIC HEALTH VEHICLES

The employer agrees to negotiate the terms and impact regarding the employer's use of or phasing out of providing vehicles during the term of the agreement. Nothing herein shall prevent the County from phasing out county motor vehicles for Public Health Nurses. Public Health Nurses shall be compensated at the IRS rate for use of their private vehicles for official business. Any actions by the employer shall not place any undue hardship upon the affected employee.

Section 15.7: UNIFORM MAINTENANCE AND ALLOWANCE

Employees of the Highway Department covered under this contract shall receive a jacket/sweatshirt allowance of \$200.00 per employee every two (2) years.

ARTICLE XVI: BARGAINING AND ENTIRE AGREEMENT**Section 16.1:**

The County and the Union acknowledge that during negotiations resulting in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from collective negotiations, and each of the parties releases and relinquishes the right to require the other to bargain with respect to any and all matters which this Agreement is intended to cover.

Section 16.2:

This document constitutes the entire agreement between the parties, and no verbal statement or other agreement in whatever form, except an amendment to this Agreement in written form, and annexed hereto, shall supersede or vary any of the provisions herein contained.

ARTICLE XVII: OTHER LAWS AND SAVINGS CLAUSE**Section 17:**

The Public Employee's Fair Employment Act, the Civil Service Law and the Local Laws of the County of Wyoming which are not inconsistent, shall govern the terms of this Agreement.

This Agreement shall supersede any rules, regulations, or practices of the Employer which shall be contrary to or inconsistent with its expressed terms. If any clause or provision of this Agreement is determined to be illegal, unenforceable or null and void by any tribunal of competent jurisdiction

such determination shall not affect any other clause or provision hereof or give any right to either party to negotiate or renegotiate any part of this Agreement.

It is hereby understood and agreed that this Agreement and each and every part thereof is subject to the provisions of the New York State Civil Service Law, any valid rules and regulations of the Civil Service/Personnel Officer and shall be construed and enforced only to the extent allowable and within the limits of the Law, as if such Law were a specified amendment to this Agreement. The application of the Law to this Agreement which results in any change shall in no way give rise to any right by either party to renegotiate any part or all of this Agreement.

PURSUANT TO SECTION 204 OF THE NEW YORK STATE CIVIL SERVICE LAW, IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XVIII: TERMINATION AND MODIFICATION

Section 18.1:

This Agreement shall be effective as of the first day of January, 2009 and continue in full force and effect until the 31st day of December, 2011.

a. If either party desires to terminate this Agreement it shall, one hundred eighty (180) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, this Agreement shall continue in effect from year to year thereafter, subject to written notice of termination by either party one hundred eighty (180) days prior to the then current year's termination date.

b. If either party shall, one hundred eighty (180) days prior to the termination date of any subsequent termination date give written notice of amendment, the notice shall set forth the nature of the

amendment or amendments desired. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

c. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to the President of the Union and if to the Employer, to the Wyoming County Board of Supervisors, Wyoming County Government Center, Warsaw, New York 14569 or to any such address as the Union or the Employer may make available to each other. During negotiations, all benefits will remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the 22nd day of May 2009 .

FOR THE UNION

FOR THE EMPLOYER

| | |
|-----------------------------------|---|
| p/Lynn Knoop, CSEA LRS | p/A. D. Berwanger, Chairman Board Supervisors |
| p/Rebecca DeMuth, Unit President | p/E. Dadd, County Attorney |
| p/Colleen Hoffman, Vice President | |

ADDENDUM "A"**EMPLOYEES TO BE EXCLUDED FROM THE BARGAINING UNIT:**

All per diem, seasonal, substitute and temporary employees
 Part time employees budgeted at .59 and below full time equivalent (FTE)
 Administrative Assistant
 Administrative Indigent Defender
 Administrative Secretary
 Animal Control Assistant
 Animal Control Officer
 Assistant County Attorney
 Assistant County Historian
 Assistant Director of Finance
 Assistant Director of Nursing
 Assistant Director of Nursing (Acute)
 Assistant Director of Nursing (CHHA)
 Assistant Director of Nursing (Emergency)
 Assistant Director of Nursing (N.F.)
 Assistant Director of Outpatient Services
 Assistant Director of Veteran's Services
 Assistant Director of Safety and Plant Operations
 Assistant District Attorney
 Assistant Public Defender
 Assistant Superintendent of Buildings and Grounds
 Budget Officer
 Building Inspector
 Business Office Manager
 Civil Service Administrator
 Clerk of the Board of Supervisors
 Code Enforcement Officer
 Commissioner of Public Health
 Commissioner of Social Services
 Contractual Services Manager
 County Attorney
 County Clerk
 County Fire Coordinator
 County Highway Superintendent
 County Historian
 County Planner
 County Records Manager
 County Treasurer
 Deputy Budget Officer
 Deputy Clerk of the Board of Supervisors

ADDENDUM "A" (continued)

Deputy Commissioner (Board of Election)
Deputy Commissioner of Social Services
Deputy County Clerk
Deputy County Highway Superintendent
Deputy County Historian
Deputy County Treasurer
Deputy Director of Aging
Director of Aging and Youth
Director of Behavioral Services
Director of Children and Family Services
Director of Community Services
Director of Environmental Health
Director of Fire and Emergency Management
Director of Healthcare Information Services
Director of Information Technology
Director of Nursing
Director of Outpatient Services
Director of Planning and Development
Director of Programs
Director of Real Property Tax Services
Director of Regulatory Affairs
Director of Reimbursement & Budget
Director of Surgical Services
Director of Veterans Services
Director of Weights and Measures
District Attorney
Domestic Violence Advocate
Election Commissioner
Fiscal Administrator
Fiscal Director
Fiscal Officer I
Fiscal Officer II
Handicapped Preschool Coordinator
Healthcare Information Specialist
HIPPA Privacy Officer
HIPPA Security Officer
Hospital Administrator
Hospital Finance Director
Human Resource Director
Information Systems Administrator
Information Systems Specialist
Information Technology Assistant
Information Technology Specialist

ADDENDUM "A" (continued)

Laboratory Supervisor
Meal Site Manager
Medical Assistant Coordinator
Medical Director
Medical Records Director
Medical Social Worker
911 Coordinator
Nursing Facility Administrator
Nurse Practitioner
Nutrition Services Coordinator
Pathologist
Pharmacist
Plant Superintendent
Probation Director I
Public Defender
Public Health Administrator
Purchasing Supervisor
Radiologist
Real Property Tax Services Coordinator
Reimbursement & Budget Administrator
Secretary I
Secretary II
Secretary to the Civil Service Commission
Secretary to the County Attorney
Secretary to the County Highway Superintendent
Secretary to the District Attorney
Secretary to the Public Defender
Secretary to the Sheriff
Senior Real Property Tax Services Aide
Senior Typist to the Director of Nursing
Sheriff
Superintendent of Buildings & Grounds
Supervising Nurse
Undersheriff
Voting Machine Custodian
Worker's Compensation Program Administrator
Workplace Health Services Director

SCHEDULE "A"

| | |
|------------------|--|
| Grade 2 | Keyboard Specialist, Clerk, Energy Resource Aide, Aging Services Aide |
| Grade 3 | Home Health Aide, Homemaker, Community Services Aide, Transportation Coordinator |
| Grade 4 | Account Clerk, Keyboard Specialist II, Senior Clerk, Data Entry Machine Operator, Sr. Energy Resource Aide, Medical Typist, Admitting Clerk, Medical Records Clerk, Medical Transcriptionist, Index Clerk, Records Clerk, Staffing Coordinator, Data Entry Machine Operator (Accounting) |
| Grade 5 | Licensed Practical Nurse (Public Health) |
| Grade 6 | Senior Account Clerk, Community Services Worker, Youth Program Coordinator, Senior Index Clerk |
| Grade 7 | Dental Hygienist |
| Grade 8 | Principal Clerk, Motor Vehicle License Clerk, Social Services Program Specialist Trainee, Aging Services Specialist |
| Grade 9 | Environmental Health Aide, Public Health Information Systems Assistant |
| Grade 10 | Social Services Program Specialist, Support Investigator |
| Grade 10A | Registered Professional Nurse(moved to 10B effective 4/20/08 per res #08-206 PH Clinical Ladder) |
| Grade 10B | Registered Professional Nurse (Public Health, CHHA, Men & Women's Health Services) |
| Grade 11 | Clinical Therapist (PT), LPN II (Public Health & CHHA) |
| Grade 12 | Community Services Coordinator, Public Health Technician, Caseworker Trainee, Probation Assistant |
| Grade 13 | Senior Social Services Program Specialist, Early Intervention Pre-School Coordinator, Probation Officer Trainee |
| Grade 14 | Public Health Sanitarian, Principal Account Clerk, Caseworker, Deputy County Clerk (DMV), Sr. Admitting Clerk |
| Grade 15 | Case Manager, Probation Officer, Staff Development Coordinator, Principal Social Services Program Specialist, Supervising Social Services Investigator, Child Support Unit Coordinator |
| Grade 15A | Public Health Educator, Community Health Nurse, |
| Grade 16 | Senior Caseworker |
| Grade 17 | Probation Supervisor |
| Grade 18 | Community Services Program Assistant, Case Supervisor – Grade B, Public Health Nurse |

SCHEDULE "B"

| | |
|-----------------|--|
| GRADE 1 | Motor Vehicle Operator, Youth Services Worker |
| GRADE 2 | Food Service Helper, Stores Helper, Laundry Worker, Cleaner |
| GRADE 3 | Building Maintenance Helper, Assistant Cook |
| GRADE 4 | Laboratory Helper, Hospital Aide, Nursing Assistant, Radiologic Aide |
| GRADE 5 | n/a |
| GRADE 6 | Medical Surgical Aide, Laboratory Assistant, Ward Clerk |
| GRADE 7 | Stores Clerk, Physical Therapy Aide |
| GRADE 8 | OR Technician, Motor Equipment Operator, Carpenter, Laborer (Bldg.Grounds) |
| GRADE 9 | Heavy Equipment Operator, Automotive Mechanic, Highway Equipment Maintenance Operator, Highway Equipment Maintenance Mechanic, Electrician, Bridge Construction Mechanic, Sign Maintenance Worker, Building Maintenance Mechanic |
| GRADE 10 | Sr. Bridge Construction Mechanic, Working Supervisor, Sr. Automotive Mechanic, Sign Maintenance Supervisor |
| GRADE 11 | Highway Maintenance Supervisor, Bridge Construction Supervisor, Highway Equipment Maintenance Supervisor |

SCHEDULE – “WCCH”

| | |
|-----------------|---|
| GRADE 1 | Maintenance Aide, Hospital Aide Trainee, Nursing Assistant Trainee |
| GRADE 1A | Unit Helpers |
| GRADE 2 | Food Service Helper, Cleaner, Stores Helper, Building Maintenance Helper, Laundry Worker, Courier |
| GRADE 2A | Food Service Helpers and Cleaners hired after 01/01/99 |
| GRADE 3 | Hospital Aide, Laboratory Helper, Certified Nursing Assistant, Activities Aide, Radiologic Aide, Activities Leader |
| GRADE 3A | Certified Nursing Assistants hired after 01/01/99 |
| GRADE 4 | Assistant Cook, Physical Therapy Aide I |
| GRADE 5 | Patient Information Specialist, Laboratory Assistant, Admitting Clerk, Pharmacy Aide, Medical Receptionist |
| GRADE 6 | Cook, Med-Surg Aide, Pharmaceutical Clerk, Ward Clerk, OB Tech, Telephone Operator, Phlebotomist, Cardiovascular Technician, Surgical Services Aide |
| GRADE 6A | Ward Clerk hired after 01/01/99 |
| GRADE 7 | Stores Clerk, Physical Therapy Aide II (2 years), Audit Clerk |
| GRADE 7A | Laboratory Technician, OR Tech I |
| GRADE 8 | Medical Records Clerk, Discharge Planning Clerk, Medical Transcriptionist |
| GRADE 8A | Licensed Practical Nurse, OR Tech II, Sr. Stores Clerk, OR Tech II / Product Specialist, Sr. Telephone Operator |
| GRADE 9 | Building Maintenance Worker, Refrigeration Maintenance Mechanic |
| GRADE 10 | Sr. Laboratory Technician, Mental Health Therapy Aide Trainee |
| GRADE 11 | LPN II, Physical Therapist Assistant, Mental Health Therapy Aide, Certified Occupational Therapy Assistant, Electrician, Outreach Worker (PCAP) |
| GRADE 12 | Respiratory Therapist I, Respiratory Technician |

SCHEDULE – “WCCH” (continued)

- GRADE 12A** Social Work Assistant, Radiologic Technologist I, Recreation Therapist, Sr. Purchasing Clerk, Sr. Pharmaceutical Clerk
- GRADE 13** N/A
- GRADE 14** Respiratory Therapist II, Radiologic Technologist II
- GRADE 14 B** Histotechnologist, Medical Records Specialist II
- GRADE 14 C** Chief Laboratory Technician, Radiologic Technologist III, Medical Technologist
- GRADE 15** Sr. Audit Clerk, Sr. Medical Technologist
- GRADE 15 A** Registered Professional Nurse, MDS Coordinator, Chief Medical Technologist
- GRADE 15 B** Cardio Echo Technician
- GRADE 18** Crisis Outreach Counselor, Biomedical Technician II
- GRADE 18 A** Diagnostic Medical Sonographer
- GRADE 18 B** RPN 1st Assistant, Mental Health Social Worker
- GRADE 18 C** Physical Therapist, Occupational Therapist, Speech Pathologist, Biomedical Technician I
- GRADE 20 A** Sr. Physical Therapist, Sr. Occupational Therapist, Pediatric Development Coordinator

2009 SCHEDULE A

| 2.00% | | | | | | | |
|--------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| GRADE | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 |
| II | 13.39 | 13.64 | 13.87 | 14.14 | 14.37 | 14.62 | |
| III | 13.65 | 13.90 | 14.16 | 14.43 | 14.68 | 14.94 | |
| IV | 14.07 | 14.32 | 14.62 | 14.90 | 15.19 | 15.47 | |
| V | 14.81 | 15.11 | 15.43 | 15.73 | 16.04 | 16.36 | |
| VI | 14.74 | 15.08 | 15.42 | 15.75 | 16.10 | 16.43 | |
| VII | 15.01 | 15.38 | 15.74 | 16.11 | 16.49 | 16.86 | |
| VIII | 15.42 | 15.81 | 16.20 | 16.60 | 16.99 | 17.39 | 17.83 |
| IX | 15.69 | 16.11 | 16.54 | 16.96 | 17.39 | 17.83 | |
| X | 15.95 | 16.36 | 16.80 | 17.22 | 17.64 | 18.06 | |
| XA | 18.43 | 18.88 | 19.35 | 19.80 | 20.25 | 20.71 | 21.17 |
| XB | 21.91 | 22.31 | 22.68 | 23.07 | 23.47 | 23.85 | |
| XI | 16.21 | 16.67 | 17.12 | 17.56 | 18.02 | 18.46 | 18.72 |
| XII | 16.62 | 17.11 | 17.56 | 18.07 | 18.54 | 19.03 | |
| XIII | 17.01 | 17.52 | 18.05 | 18.54 | 19.06 | 19.56 | |
| XIV | 17.42 | 17.97 | 18.50 | 19.04 | 19.57 | 20.11 | |
| XV | 17.56 | 18.16 | 18.72 | 19.28 | 19.86 | 20.42 | |
| XVA | 19.57 | 20.23 | 20.87 | 21.52 | 22.15 | 22.82 | |
| XVB | 19.73 | 20.38 | 21.03 | 21.69 | 22.33 | 22.96 | |
| XVI | 18.69 | 19.31 | 19.93 | 20.55 | 21.18 | 21.81 | |
| XVII | 20.87 | 21.40 | 21.93 | 22.48 | 23.04 | 23.60 | |
| XVIII | 21.92 | 22.46 | 23.03 | 23.59 | 24.19 | 24.80 | |

Sch A - 2% Increase
HR

2010 SCHEDULE A

| 2.00% | | | | | | | |
|--------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| GRADE | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 |
| II | 13.66 | 13.91 | 14.15 | 14.42 | 14.66 | 14.91 | |
| III | 13.92 | 14.18 | 14.44 | 14.72 | 14.97 | 15.24 | |
| IV | 14.35 | 14.61 | 14.91 | 15.20 | 15.49 | 15.78 | |
| V | 15.11 | 15.41 | 15.74 | 16.04 | 16.36 | 16.69 | |
| VI | 15.03 | 15.38 | 15.73 | 16.07 | 16.42 | 16.76 | |
| VII | 15.31 | 15.69 | 16.05 | 16.43 | 16.82 | 17.20 | |
| VIII | 15.73 | 16.13 | 16.52 | 16.93 | 17.33 | 17.74 | 18.19 |
| IX | 16.00 | 16.43 | 16.87 | 17.30 | 17.74 | 18.19 | |
| X | 16.27 | 16.69 | 17.14 | 17.56 | 17.99 | 18.42 | |
| XA | 18.80 | 19.26 | 19.74 | 20.20 | 20.66 | 21.12 | 21.59 |
| XB | 22.35 | 22.76 | 23.13 | 23.53 | 23.94 | 24.33 | |
| XI | 16.53 | 17.00 | 17.46 | 17.91 | 18.38 | 18.83 | 19.09 |
| XII | 16.95 | 17.45 | 17.91 | 18.43 | 18.91 | 19.41 | |
| XIII | 17.35 | 17.87 | 18.41 | 18.91 | 19.44 | 19.95 | |
| XIV | 17.77 | 18.33 | 18.87 | 19.42 | 19.96 | 20.51 | |
| XV | 17.91 | 18.52 | 19.09 | 19.67 | 20.26 | 20.83 | |
| XVA | 19.96 | 20.63 | 21.29 | 21.95 | 22.59 | 23.28 | |
| XVB | 20.12 | 20.79 | 21.45 | 22.12 | 22.78 | 23.42 | |
| XVI | 19.06 | 19.70 | 20.33 | 20.96 | 21.60 | 22.25 | |
| XVII | 21.29 | 21.83 | 22.37 | 22.93 | 23.50 | 24.07 | |
| XVIII | 22.36 | 22.91 | 23.49 | 24.06 | 24.67 | 25.30 | |

Sch A - 2% Increase
HR

2011 SCHEDULE A

| 2.25% | | | | | | | |
|--------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| GRADE | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 |
| II | 13.97 | 14.22 | 14.47 | 14.74 | 14.99 | 15.25 | |
| III | 14.23 | 14.50 | 14.76 | 15.05 | 15.31 | 15.58 | |
| IV | 14.67 | 14.94 | 15.25 | 15.54 | 15.84 | 16.14 | |
| V | 15.45 | 15.76 | 16.09 | 16.40 | 16.73 | 17.07 | |
| VI | 15.37 | 15.73 | 16.08 | 16.43 | 16.79 | 17.14 | |
| VII | 15.65 | 16.04 | 16.41 | 16.80 | 17.20 | 17.59 | |
| VIII | 16.08 | 16.49 | 16.89 | 17.31 | 17.72 | 18.14 | 18.60 |
| IX | 16.36 | 16.80 | 17.25 | 17.69 | 18.14 | 18.60 | |
| X | 16.64 | 17.07 | 17.53 | 17.96 | 18.39 | 18.83 | |
| XA | 19.22 | 19.69 | 20.18 | 20.65 | 21.12 | 21.60 | 22.08 |
| XB | 22.85 | 23.27 | 23.65 | 24.06 | 24.48 | 24.88 | |
| XI | 16.90 | 17.38 | 17.85 | 18.31 | 18.79 | 19.25 | 19.52 |
| XII | 17.33 | 17.84 | 18.31 | 18.84 | 19.34 | 19.85 | |
| XIII | 17.74 | 18.27 | 18.82 | 19.34 | 19.88 | 20.40 | |
| XIV | 18.17 | 18.74 | 19.29 | 19.86 | 20.41 | 20.97 | |
| XV | 18.31 | 18.94 | 19.52 | 20.11 | 20.72 | 21.30 | |
| XVA | 20.41 | 21.09 | 21.77 | 22.44 | 23.10 | 23.80 | |
| XVB | 20.57 | 21.26 | 21.93 | 22.62 | 23.29 | 23.95 | |
| XVI | 19.49 | 20.14 | 20.79 | 21.43 | 22.09 | 22.75 | |
| XVII | 21.77 | 22.32 | 22.87 | 23.45 | 24.03 | 24.61 | |
| XVIII | 22.86 | 23.43 | 24.02 | 24.60 | 25.23 | 25.87 | |

Sch A - 2.25% Increase
HR

2009 SCHEDULE B

| 2.00% | | | | | | | |
|-------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| GRADE | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 |
| I | 11.76 | 11.94 | 12.08 | 12.29 | 12.42 | 12.59 | |
| II | 12.12 | 12.34 | 12.51 | 12.72 | 12.88 | 13.13 | |
| III | 12.33 | 12.51 | 12.76 | 12.92 | 13.17 | 13.33 | |
| IV | 12.57 | 12.79 | 12.95 | 13.21 | 13.40 | 13.62 | |
| V | 12.89 | 13.17 | 13.36 | 13.57 | 13.80 | 14.07 | |
| VI | 13.31 | 13.56 | 13.80 | 14.07 | 14.35 | 14.54 | |
| VII | 13.78 | 14.06 | 14.35 | 14.55 | 14.84 | 15.11 | |
| VIIA | 14.22 | 14.49 | 14.80 | 15.06 | 15.30 | 15.61 | |
| VIII | 15.07 | 15.37 | 15.71 | 16.07 | 16.36 | 16.72 | |
| IX | 15.66 | 15.95 | 16.31 | 16.60 | 16.95 | 17.29 | |
| X | 16.10 | 16.46 | 16.84 | 17.19 | 17.56 | 17.98 | 18.34 |
| XI | 16.65 | 17.06 | 17.47 | 17.89 | 18.31 | 18.71 | |
| XII | 16.98 | 17.42 | 17.80 | 18.26 | 18.68 | 19.06 | 19.48 |
| XIII | 17.15 | 17.68 | 18.20 | 18.72 | 19.24 | 19.77 | 20.37 |
| XIV | 17.98 | 18.40 | 18.87 | 19.33 | 19.80 | 20.24 | 20.69 |
| XVII | 21.20 | 21.65 | 22.20 | 22.53 | 23.10 | 23.79 | 24.50 |

Sch B - 2% Increase
HR

2010 SCHEDULE B

| 2.00% | | | | | | | |
|-------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| GRADE | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 |
| I | 12.00 | 12.18 | 12.32 | 12.54 | 12.67 | 12.84 | |
| II | 12.36 | 12.59 | 12.76 | 12.97 | 13.14 | 13.39 | |
| III | 12.58 | 12.76 | 13.02 | 13.18 | 13.43 | 13.60 | |
| IV | 12.82 | 13.05 | 13.21 | 13.47 | 13.67 | 13.89 | |
| V | 13.15 | 13.43 | 13.63 | 13.84 | 14.08 | 14.35 | |
| VI | 13.58 | 13.83 | 14.08 | 14.35 | 14.64 | 14.83 | |
| VII | 14.06 | 14.34 | 14.64 | 14.84 | 15.14 | 15.41 | |
| VIIA | 14.50 | 14.78 | 15.10 | 15.36 | 15.61 | 15.92 | |
| VIII | 15.37 | 15.68 | 16.02 | 16.39 | 16.69 | 17.05 | |
| IX | 15.97 | 16.27 | 16.64 | 16.93 | 17.29 | 17.64 | |
| X | 16.42 | 16.79 | 17.18 | 17.53 | 17.91 | 18.34 | 18.71 |
| XI | 16.98 | 17.40 | 17.82 | 18.25 | 18.68 | 19.08 | |
| XII | 17.32 | 17.77 | 18.16 | 18.63 | 19.05 | 19.44 | 19.87 |
| XIII | 17.49 | 18.03 | 18.56 | 19.09 | 19.62 | 20.17 | 20.78 |
| XIV | 18.34 | 18.77 | 19.25 | 19.72 | 20.20 | 20.64 | 21.10 |
| XVII | 21.62 | 22.08 | 22.64 | 22.98 | 23.56 | 24.27 | 24.99 |

Sch B - 2% Increase
HR

2011 SCHEDULE B

| 2.25% | | | | | | | |
|-------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| GRADE | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 |
| I | 12.27 | 12.45 | 12.60 | 12.82 | 12.96 | 13.13 | |
| II | 12.64 | 12.87 | 13.05 | 13.26 | 13.44 | 13.69 | |
| III | 12.86 | 13.05 | 13.31 | 13.48 | 13.73 | 13.91 | |
| IV | 13.11 | 13.34 | 13.51 | 13.77 | 13.98 | 14.20 | |
| V | 13.45 | 13.73 | 13.94 | 14.15 | 14.40 | 14.67 | |
| VI | 13.89 | 14.14 | 14.40 | 14.67 | 14.97 | 15.16 | |
| VII | 14.38 | 14.66 | 14.97 | 15.17 | 15.48 | 15.76 | |
| VIIA | 14.83 | 15.11 | 15.44 | 15.71 | 15.96 | 16.28 | |
| VIII | 15.72 | 16.03 | 16.38 | 16.76 | 17.07 | 17.43 | |
| IX | 16.33 | 16.64 | 17.01 | 17.31 | 17.68 | 18.04 | |
| X | 16.79 | 17.17 | 17.57 | 17.92 | 18.31 | 18.75 | 19.13 |
| XI | 17.36 | 17.79 | 18.22 | 18.66 | 19.10 | 19.51 | |
| XII | 17.71 | 18.17 | 18.57 | 19.05 | 19.48 | 19.88 | 20.32 |
| XIII | 17.88 | 18.44 | 18.98 | 19.52 | 20.06 | 20.62 | 21.25 |
| XIV | 18.75 | 19.19 | 19.68 | 20.16 | 20.65 | 21.10 | 21.57 |
| XVII | 22.11 | 22.58 | 23.15 | 23.50 | 24.09 | 24.82 | 25.55 |

Sch B - 2.25% Increase
HR

2009 SCHEDULE WCCH

2.00%

| GRADE | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 |
|-------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| ***1A | 8.75 | 8.95 | 9.15 | 9.34 | 9.56 | 9.76 | | | |
| 1 | 10.94 | 11.17 | 11.45 | 11.67 | 11.95 | 12.19 | | | |
| *2A | 10.07 | 10.42 | 10.79 | 11.15 | 11.54 | 11.93 | | | |
| 2 | 11.37 | 11.64 | 11.93 | 12.18 | 12.45 | 12.71 | | | |
| *3A | 10.68 | 11.04 | 11.40 | 11.76 | 12.13 | 12.53 | 12.92 | 13.21 | |
| 3 | 11.62 | 11.89 | 12.12 | 12.41 | 12.68 | 12.93 | 13.21 | ** | |
| 4 | 11.82 | 12.08 | 12.38 | 12.66 | 12.93 | 13.23 | | | |
| 5 | 12.23 | 12.51 | 12.80 | 13.11 | 13.37 | 13.64 | | | |
| *6A | 11.35 | 11.72 | 12.12 | 12.53 | 12.93 | 13.33 | 13.76 | 14.16 | |
| 6 | 12.68 | 12.95 | 13.27 | 13.56 | 13.85 | 14.16 | | | |
| 7 | 13.18 | 13.47 | 13.79 | 14.11 | 14.42 | 14.72 | | | |
| 7A | 13.55 | 13.86 | 14.21 | 14.52 | 14.86 | 15.21 | | | |
| 8 | 14.50 | 14.86 | 15.24 | 15.61 | 15.95 | 16.33 | | | |
| 8A | 14.99 | 15.35 | 15.71 | 16.08 | 16.42 | 16.79 | 17.15 | | |
| 9 | 15.24 | 15.54 | 15.88 | 16.22 | 16.54 | 16.87 | | | |
| 10 | 15.71 | 16.08 | 16.46 | 16.82 | 17.18 | 17.72 | 17.97 | | |
| 11 | 16.25 | 16.67 | 17.09 | 17.49 | 17.90 | 18.32 | | | |
| 12 | 16.59 | 17.00 | 17.43 | 17.86 | 18.27 | 18.69 | 19.07 | | |
| 12A | 17.09 | 17.48 | 17.88 | 18.33 | 18.73 | 19.13 | 19.54 | | |
| 13 | 16.76 | 17.28 | 17.80 | 18.33 | 18.82 | 19.33 | | | |
| 14 | 17.17 | 17.66 | 18.09 | 18.56 | 19.00 | 19.44 | 19.91 | | |
| 14B | 17.67 | 18.11 | 18.58 | 19.01 | 19.48 | 19.92 | 20.41 | | |
| 14C | 17.99 | 18.20 | 18.89 | 19.34 | 19.82 | 20.26 | 20.71 | | |
| 15 | 18.41 | 18.89 | 19.34 | 19.81 | 20.26 | 20.70 | 21.18 | | |
| 15A | 19.34 | 19.81 | 20.26 | 20.70 | 21.18 | 21.54 | 21.85 | 22.65 | 23.43 |
| 15B | 19.60 | 20.07 | 20.52 | 21.01 | 21.49 | 22.00 | 22.54 | | |
| 18 | 20.82 | 21.24 | 21.81 | 22.14 | 22.72 | 23.37 | 24.11 | | |
| 18A | 21.94 | 22.83 | 23.72 | 24.60 | 25.50 | 26.37 | 27.27 | | |
| 18B | 24.85 | 25.48 | 26.11 | 26.78 | 27.42 | 28.13 | 28.77 | | |
| 18C | 25.46 | 26.67 | 30.64 | 31.94 | 32.84 | 33.65 | 34.43 | | |
| 20 | 26.11 | 27.18 | 28.23 | 29.29 | 30.39 | 31.46 | 32.52 | | |
| 20A | 30.64 | 34.01 | 35.15 | 35.92 | 36.72 | | | | |

*new hires after 10/1/1999

**hospital aide title only-hired prior to 10/1/1999

***new hires after 03/01/2007

Sch-WCCH - 2% Increase

HR

2010 SCHEDULE WCCH

| 2.00% | | | | | | | | | |
|-------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| GRADE | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 |
| ***1A | 8.93 | 9.13 | 9.33 | 9.53 | 9.75 | 9.96 | | | |
| 1 | 11.16 | 11.39 | 11.68 | 11.90 | 12.19 | 12.43 | | | |
| *2A | 10.27 | 10.63 | 11.01 | 11.37 | 11.77 | 12.17 | | | |
| 2 | 11.60 | 11.87 | 12.17 | 12.42 | 12.70 | 12.96 | | | |
| *3A | 10.89 | 11.26 | 11.63 | 12.00 | 12.37 | 12.78 | 13.18 | 13.47 | |
| 3 | 11.85 | 12.13 | 12.36 | 12.66 | 12.93 | 13.19 | 13.47 | ** | |
| 4 | 12.06 | 12.32 | 12.63 | 12.91 | 13.19 | 13.49 | | | |
| 5 | 12.47 | 12.76 | 13.06 | 13.37 | 13.64 | 13.91 | | | |
| *6A | 11.58 | 11.95 | 12.36 | 12.78 | 13.19 | 13.60 | 14.04 | 14.44 | |
| 6 | 12.93 | 13.21 | 13.54 | 13.83 | 14.13 | 14.44 | | | |
| 7 | 13.44 | 13.74 | 14.07 | 14.39 | 14.71 | 15.01 | | | |
| 7A | 13.82 | 14.14 | 14.49 | 14.81 | 15.16 | 15.51 | | | |
| 8 | 14.79 | 15.16 | 15.54 | 15.92 | 16.27 | 16.66 | | | |
| 8A | 15.29 | 15.66 | 16.02 | 16.40 | 16.75 | 17.13 | 17.49 | | |
| 9 | 15.54 | 15.85 | 16.20 | 16.54 | 16.87 | 17.21 | | | |
| 10 | 16.02 | 16.40 | 16.79 | 17.16 | 17.52 | 18.07 | 18.33 | | |
| 11 | 16.58 | 17.00 | 17.43 | 17.84 | 18.26 | 18.69 | | | |
| 12 | 16.92 | 17.34 | 17.78 | 18.22 | 18.64 | 19.06 | 19.45 | | |
| 12A | 17.43 | 17.83 | 18.24 | 18.70 | 19.10 | 19.51 | 19.93 | | |
| 13 | 17.10 | 17.63 | 18.16 | 18.70 | 19.20 | 19.72 | | | |
| 14 | 17.51 | 18.01 | 18.45 | 18.93 | 19.38 | 19.83 | 20.31 | | |
| 14B | 18.02 | 18.47 | 18.95 | 19.39 | 19.87 | 20.32 | 20.82 | | |
| 14C | 18.35 | 18.56 | 19.27 | 19.73 | 20.22 | 20.67 | 21.12 | | |
| 15 | 18.78 | 19.27 | 19.73 | 20.21 | 20.67 | 21.11 | 21.60 | | |
| 15A | 19.73 | 20.21 | 20.67 | 21.11 | 21.60 | 21.97 | 22.29 | 23.10 | 23.90 |
| 15B | 19.99 | 20.47 | 20.93 | 21.43 | 21.92 | 22.44 | 22.99 | | |
| 18 | 21.24 | 21.66 | 22.25 | 22.58 | 23.17 | 23.84 | 24.59 | | |
| 18A | 22.38 | 23.29 | 24.19 | 25.09 | 26.01 | 26.90 | 27.82 | | |
| 18B | 25.35 | 25.99 | 26.63 | 27.32 | 27.97 | 28.69 | 29.35 | | |
| 18C | 25.97 | 27.20 | 31.25 | 32.58 | 33.50 | 34.32 | 35.12 | | |
| 20 | 26.63 | 27.72 | 28.79 | 29.88 | 31.00 | 32.09 | 33.17 | | |
| 20A | 31.25 | 34.69 | 35.85 | 36.64 | 37.45 | | | | |

*new hires after 10/1/1999

**hospital aide title only-hired prior to 10/1/1999

***new hires after 03/01/2007

Sch-WCCH - 2% Increase

HR

2011 SCHEDULE WCCH

| 2.25% | | | | | | | | | |
|-------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| GRADE | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 |
| ***1A | 9.13 | 9.34 | 9.54 | 9.74 | 9.97 | 10.18 | | | |
| 1 | 11.41 | 11.65 | 11.94 | 12.17 | 12.46 | 12.71 | | | |
| *2A | 10.50 | 10.87 | 11.26 | 11.63 | 12.03 | 12.44 | | | |
| 2 | 11.86 | 12.14 | 12.44 | 12.70 | 12.99 | 13.25 | | | |
| *3A | 11.14 | 11.51 | 11.89 | 12.27 | 12.65 | 13.07 | 13.48 | 13.77 | |
| 3 | 12.12 | 12.40 | 12.64 | 12.94 | 13.22 | 13.49 | 13.77 | ** | |
| 4 | 12.33 | 12.60 | 12.91 | 13.20 | 13.49 | 13.79 | | | |
| 5 | 12.75 | 13.05 | 13.35 | 13.67 | 13.95 | 14.22 | | | |
| *6A | 11.84 | 12.22 | 12.64 | 13.07 | 13.49 | 13.91 | 14.36 | 14.76 | |
| 6 | 13.22 | 13.51 | 13.84 | 14.14 | 14.45 | 14.76 | | | |
| 7 | 13.74 | 14.05 | 14.39 | 14.71 | 15.04 | 15.35 | | | |
| 7A | 14.13 | 14.46 | 14.82 | 15.14 | 15.50 | 15.86 | | | |
| 8 | 15.12 | 15.50 | 15.89 | 16.28 | 16.64 | 17.03 | | | |
| 8A | 15.63 | 16.01 | 16.38 | 16.77 | 17.13 | 17.52 | 17.88 | | |
| 9 | 15.89 | 16.21 | 16.56 | 16.91 | 17.25 | 17.60 | | | |
| 10 | 16.38 | 16.77 | 17.17 | 17.55 | 17.91 | 18.48 | 18.74 | | |
| 11 | 16.95 | 17.38 | 17.82 | 18.24 | 18.67 | 19.11 | | | |
| 12 | 17.30 | 17.73 | 18.18 | 18.63 | 19.06 | 19.49 | 19.89 | | |
| 12A | 17.82 | 18.23 | 18.65 | 19.12 | 19.53 | 19.95 | 20.38 | | |
| 13 | 17.48 | 18.03 | 18.57 | 19.12 | 19.63 | 20.16 | | | |
| 14 | 17.90 | 18.42 | 18.87 | 19.36 | 19.82 | 20.28 | 20.77 | | |
| 14B | 18.43 | 18.89 | 19.38 | 19.83 | 20.32 | 20.78 | 21.29 | | |
| 14C | 18.76 | 18.98 | 19.70 | 20.17 | 20.67 | 21.14 | 21.60 | | |
| 15 | 19.20 | 19.70 | 20.17 | 20.66 | 21.14 | 21.58 | 22.09 | | |
| 15A | 20.17 | 20.66 | 21.14 | 21.58 | 22.09 | 22.46 | 22.79 | 23.62 | 24.44 |
| 15B | 20.44 | 20.93 | 21.40 | 21.91 | 22.41 | 22.94 | 23.51 | | |
| 18 | 21.72 | 22.15 | 22.75 | 23.09 | 23.69 | 24.38 | 25.14 | | |
| 18A | 22.88 | 23.81 | 24.73 | 25.65 | 26.60 | 27.51 | 28.45 | | |
| 18B | 25.92 | 26.57 | 27.23 | 27.93 | 28.60 | 29.34 | 30.01 | | |
| 18C | 26.55 | 27.81 | 31.95 | 33.31 | 34.25 | 35.09 | 35.91 | | |
| 20 | 27.23 | 28.34 | 29.44 | 30.55 | 31.70 | 32.81 | 33.92 | | |
| 20A | 31.95 | 35.47 | 36.66 | 37.46 | 38.29 | | | | |

*new hires after 10/1/1999

**hospital aide title only-hired prior to 10/1/1999

***new hires after 03/01/2007

Sch-WCCH - 2.25% Increase

HR

WYOMING COUNTY COMMUNITY HOSPITAL LPN CLINICAL LADDER

LEVEL I

| LPN Clinical Ladder I | STEP 1 14.70/hr | STEP 2 14.89/hr | STEP 3 15.25/hr | STEP 4 15.61/hr | STEP 5 15.94/hr |
|--|---|--|---|--|--|
| Years experience as patient care provider | New grad on permit | 3 months Obtain nursing license | 6 months | 7-9 months | 1 year |
| Certifications | BLS | BLS | BLS | BLS | BLS ACLS |
| Continuing Education | Actively completing orientation packet Completion of facility wide orientation | Actively completing orientation packet at least 50% complete Successful completion of IV course | Completion of unit/job specific Orientation | | Satisfactory completion of annual recertification and 30 hours inservice education |
| Cognitive Exam | | | | Successful completion of EKG course Successful completion of medication competency exam | |
| PI/Safety | | | 90% documentation compliance as evidenced by 3 chart reviews | | Participation in a minimum of 75% of unit meetings |
| Unit Specific Competencies | | Completion of clinical ladder inservice | Successful completion of unit orientation Documented and demonstrated competency of unit specific job duties Satisfactory performance evaluations Competent to maintain "on-call" status | Satisfactory periodic performance evaluations | Satisfactory 1 year performance evaluation |

WYOMING COUNTY COMMUNITY HOSPITAL LPN CLINICAL LADDER

LEVEL II

| LPN Clinical Ladder II | STEP 1 16.97/hr | STEP 2 17.23/hr | STEP 3 17.49/hr | STEP 4 18.00/hr | STEP 5 18.51/hr |
|--|--|--|--|--|--|
| Years experience as patient care provider | Minimum 2 years nursing experience | Minimum 3 years nursing experience | Minimum 4 years nursing experience | Minimum 5 years nursing experience | Minimum 6 years nursing experience |
| Certifications | BLS ACLS | BLS ACLS Advanced certifications for Specialty nursing unit (includes med/surg certification) | BLS ACLS Maintenance of advanced certifications of another specialty nursing unit | BLS ACLS Maintenance of advanced certifications of another specialty nursing unit | BLS ACLS Maintenance of advanced certifications of another specialty nursing unit |
| Continuing Education | Satisfactory completion of annual recertification and 30 hours inservice education | Satisfactory completion of annual recertification and 30 hours inservice education | Satisfactory completion of annual recertification and 30 hours inservice education | Satisfactory completion of annual recertification and 30 hours inservice education | Satisfactory completion of annual recertification and 30 hours inservice education |
| Cognitive Exam | Successful completion of preceptor course | | Successful completion of mentoring course | | |
| PI/Safety | Participation in a minimum of 75% unit meetings | Participation in a minimum of 75% unit meetings Develop PI project approved by unit manager which can include bulletin board/unit posters specific to PI/Safety | Participation in a minimum of 75% unit meetings Develop PI project approved by unit manager which can include bulletin board/unit posters specific to PI/Safety | Participation in a minimum of 75% unit meetings Develop PI project approved by unit manager which can include bulletin board/unit posters specific to PI/Safety | Participation in a minimum of 75% unit meetings Develop PI project approved by unit manager which can include bulletin board/unit posters specific to PI/Safety |

| | | | | | |
|--|---|---|--|--|--|
| <p>Unit Specific Competencies</p> | <p>Satisfactory performance evaluations</p> | <p>Satisfactory performance evaluations</p> <p>Serve as preceptor for LPN I Or</p> <p>Successful completion of orientation for specialty nursing unit</p> | <p>Satisfactory performance evaluations</p> <p>Serve as preceptor for LPN I Or</p> <p>Documented and demonstrated competency to work on specialty unit</p> | <p>Satisfactory performance evaluations</p> <p>Serve as mentor for LPN I or II Or</p> <p>Demonstrated competency and assignment to work in specialty nursing unit minimum of 50% of schedule</p> | <p>Satisfactory performance evaluations</p> <p>Serve as mentor for LPN I or II Or</p> <p>Additional certification/competency to work on additional specialty unit Or</p> <p>Volunteer for float pool to be floated as needed to other specialty nursing units (must work on another high tech unit 1/quarter)</p> <p>(must do 2 out of 3 in addition to satisfactory performance evaluation)</p> |
|--|---|---|--|--|--|

RN CLINICAL LADDER

| RN Clinical Ladder I | STEP 1 19.98/hr | STEP 2 20.35/hr | STEP 3 20.72/hr | STEP 4 21.08/hr | STEP 5 21.46/hr |
|--|---|--|----------------------------|--|---|
| Years experience as patient care provider | New grad on permit | 3 months Obtain nursing license Or New BSN nurse with no nursing employment history New BSN's may fast track | 6 months | 7-9 months | 1 year |
| Certifications | BLS | BLS | BLS | BLS | BLS ACLS (Mental Health Exempt) Behavior Management (mental health) |
| Continuing Education | Actively completing unit/job specific orientation packet At least 50% complete Completion of facility orientation | Completion of unit/job specific orientation packet Completion of IV course | | | Satisfactory completion of annual recertification and 30 hours inservice education Satisfactory completion of unit specific competencies |
| Cognitive Exam | | | | Successful completion of EKG course (mental health exempt) Successful completion of medication competency exam Successful completion of Behavioral Management course (mental health) | |

| | | | | | |
|-----------------------------------|--|---|---|--|---|
| PI/Safety | | | 90% documentation compliance as evidenced by 3 chart reviews | | Participation in a minimum 75% of unit meetings 90% documentation compliance as evidenced by 3 chart reviews |
| Unit Specific Competencies | | Completion of clinical ladder inservice | Documented and demonstrated competency of unit specific job duties Successful completion of charge nurse/Team Leader course Satisfactory periodic performance evaluations Competent to maintain "on-call" status | Documented and demonstrated competency of charge nurse/team leader duties Demonstrates ability to participate in Code Grey (mental health only) | Satisfactory 1 year performance evaluation |

| RN Clinical Ladder II | STEP 1 23.10/hr | STEP 2 23.48/hr | STEP 3 23.87/hr | STEP 4 24.24/hr | STEP 5 24.62/hr |
|--|--|--|--|---|--|
| Years experience as patient care provider | Minimum 1 year nursing experience | Minimum 2 years nursing experience | Minimum 3 years nursing experience | Minimum 4 years nursing experience | Minimum 5 years nursing experience |
| Certifications | BLS ACLS (mental health exempt) Behavioral Management (mental health only) | BLS ACLS (mental health exempt) Behavioral Management (mental health only) And Group psychoeducation skills (mental health only) | BLS ACLS (mental health exempt) Behavioral Management (mental health only) And Group psychoeducation skills (mental health only) | BLS ACLS (mental health exempt) Behavioral Management and Group Skills (mental health only) Certification /competencies (WCCHS or outside facility) for specialty nursing unit (i.e. Critical care course, NRP, med/surg course) | BLS ACLS (mental health exempt) Behavioral Management and Group Skills (mental health only) Maintenance of certifications for specialty nursing unit Mental health advanced competency/certification from selected specialty practice (see list) |
| Continuing Education | Satisfactory completion of annual recertification and 30 hours inservice education | Satisfactory completion of annual recertification and 30 hours inservice education | Satisfactory completion of annual recertification and 30 hours inservice education | Satisfactory completion of annual recertification and 30 hours inservice education | Satisfactory completion of annual recertification and 30 hours inservice education |
| Cognitive Exam | Successful completion of psychoeducation group skills course | Successful completion of preceptor course | | | Successful completion nursing supervisors course Or Successful completion of test on advanced competency (mental health only) |

| | | | | | |
|-----------------------------------|--|---|---|--|---|
| PI/Safety | <p>Develop/PI safety project for unit approved by unit manager. Can include bulletin board/unit posters specific to PI/Safety</p> <p>Participation in a minimum 75% of unit meetings</p> | <p>Develop/PI safety project for unit approved by unit manager. Can include bulletin board/unit posters specific to PI/Safety</p> <p>Participation in a minimum of 75% of unit meetings</p> | <p>Develop unit specific improvement or <u>process change</u> – PI, Safety, Joint Commission preparation, Unit forms/checklists, etc.</p> <p>Participation in a minimum of 75% of unit meetings</p> | <p>Develop unit specific improvement or <u>process change</u> – PI, Safety, Joint Commission preparation, Unit forms/checklists, etc.</p> <p>Participation in a minimum of 75% of unit meetings</p> | <p>Develop unit specific improvement or <u>process change</u> – PI, Safety, Joint Commission preparation, Unit forms/checklists, etc.</p> <p>Participation in a minimum of 75% unit meetings</p> |
| Unit Specific Competencies | <p>Satisfactory performance evaluations</p> <p>Demonstrates ability to run a Code Grey (mental health only)</p> | <p>Satisfactory performance evaluations</p> <p>Demonstrates ability to design curriculum and conduct psychoeducational group on one particular topic (mental health only)</p> | <p>Satisfactory performance evaluations</p> <p>Serve as preceptor for Level I or II nurse</p> | <p>Satisfactory performance evaluations</p> <p>Successful completion of orientation on specialty unit</p> <p>Documented and demonstrated competency to work specialty unit.</p> <p>Or</p> <p>Successful completion of orientation to Psychiatric Assessment Officer and demonstrated competency to work as PAO in ED (mental health)</p> | <p>Satisfactory performance evaluations</p> <p>Demonstrated competency and assignment to work in specialty nursing unit minimum of 50% of schedule</p> <p>Or</p> <p>Demonstrated competency to function as charge nurse or relief nurse manager on assigned unit.</p> <p>Or</p> <p>Demonstrated competency to perform duties on another unit, ED, or outside hospital in selected advanced competency (mental health)</p> |

| RN Clinical Ladder III | STEP 1 25.01/hr | STEP 2 25.38/hr | STEP 3 25.76/hr | STEP 4 26.13/hr | STEP 5 26.65/hr | STEP 6 Full Time RN's assigned to Nursing Services Office Only 27.30/hr | STEP 7 Full Time RN's assigned to Nursing Services Office Only 28.33/hr |
|--|--|---|--|---|---|---|---|
| Years experience as patient care provider | Minimum 5 years nursing experience | Minimum 6 years nursing experience | BSN or minimum 7 years nursing experience | BSN or 8 years nursing experience | BSN or 8 years nursing experience | BSN or >3 years nursing experience and <3 years spv experience or any combination of education and experience deemed acceptable by DON | BSN or >5 years nursing experience and > 3 years spv experience or any combination of education and experience deemed acceptable by DON |
| Certifications | <u>All Nurses BLS</u> <u>Acute Care Nurses ACLS</u> <u>Mental Health Behavioral Management</u> <u>Acute Care Nurses</u> Advance Certification for <u>additional</u> specialty nursing unit <u>Mental Health</u> Advanced competency/certification from selected specialty practice (see list) – (mental health only) | <u>All Nurses BLS</u> <u>Acute Care Nurses ACLS</u> <u>Mental Health Behavioral Management</u> <u>Acute Care Nurses</u> Maintenance of Advance Certification for <u>additional</u> specialty nursing unit <u>Mental Health</u> Maintenance and additional mental health advanced competency from selected specialty | <u>All Nurses BLS</u> <u>Acute Care Nurses ACLS</u> <u>Mental Health Behavioral Management</u> <u>Acute Care Nurses</u> Maintenance of Advance Certification for <u>additional</u> specialty nursing unit <u>Mental Health</u> Maintenance and additional mental health advanced competency from selected specialty practices (mental health only) | <u>All Nurses BLS</u> <u>Acute Care Nurses ACLS</u> <u>Mental Health Behavioral Management</u> <u>Acute Care Nurses</u> Maintenance of Advance Certification for <u>additional</u> specialty nursing unit Or Maintenance and additional mental health advanced competency from selected specialty practices (mental health only) | <u>All Nurses BLS</u> <u>Acute Care Nurses ACLS</u> <u>Mental Health Behavioral Management</u> <u>Acute Care Nurses</u> Maintenance of Advance Certification for <u>additional</u> specialty nursing unit Or Maintenance and additional mental health advanced competency from selected specialty practices (mental health only) | BLS ACLS Maintenance of Advance Certification for 2 or more specialty nursing units or any combination of education and experience deemed acceptable by DON | BLS ACLS Maintenance of Advance Certification for 2 or more specialty nursing units or any combination of education and experience deemed acceptable by DON |

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| | | practices (mental health only) | | | | | |
| Continuing Education | Satisfactory completion of annual recertification and 30 hours inservice education | Satisfactory completion of annual recertification and 30 hours inservice education | Satisfactory completion of annual recertification and 30 hours inservice education | Satisfactory completion of annual recertification and 30 hours inservice education | Satisfactory completion of annual recertification and 30 hours inservice education | Satisfactory completion of annual recertification and 30 hours inservice education | Satisfactory completion of annual recertification and 30 hours inservice education |
| Cognitive Exam | Successful completion of mentoring course | | | | | Successful completion nursing supervisor course. | |
| PI/Safety | Demonstrated participation in unit improvement projects, PI, and safety. Participation in a minimum 75% of unit or nurse manager meetings | Demonstrated participation in policy development and revision. Participation in a minimum 75% of unit or nurse manager meetings | Demonstrated participation in policy development and revision. Participation in a minimum of 75% of unit meetings | Demonstrated participation in policy development and revision. Participation in a minimum of 75% of unit meetings | Demonstrated participation in policy development and revision. Participation in a minimum of 75% of unit meetings | Demonstrated participation in policy development and revision. Conduct unit meetings on designated shift as deemed appropriate by unit manager Or Participation in a minimum of 75% unit or nurse manager meetings | Demonstrated participation in policy development and revision. Conduct unit meetings on designated shift as deemed appropriate by unit manager Or Participation in a minimum of 75% unit or nurse manager meetings |
| Unit Specific Competencies | Satisfactory performance evaluations Satisfactory completion of supervisor/charge nurse orientation Or Demonstrated competency to work <u>additional</u> | Satisfactory performance evaluations Mentor for Level I or II nurse Or Documented and demonstrated compe- | Satisfactory performance evaluations Mentor for Level I or II nurse Or Relief supervisor on a regular basis (1 shift/quarter) Or Demonstrated | Satisfactory performance evaluations Mentor for Level I or II nurse Or Relief supervisor on a regular basis (1 shift/quarter) Or Demonstrated | Satisfactory performance evaluations Mentor for Level I or II nurse Or Relief supervisor on a regular basis (2 shift/quarter) Or | Satisfactory performance evaluations Assignment to NSO to function as shift supervisor Successful completion nursing supervisor orientation Documented competency | Satisfactory performance evaluations Assignment to NSO to function as shift supervisor Successful completion nursing supervisor orientation Documented competency to |

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| | <p><u>specialty unit</u> and volunteer to be part of float pool Or <u>Mental Health</u> Performs duties pertinent to advanced competency/certification throughout the facility as assigned (mental health)</p> | <p>tendency to function as shift nursing supervisor functioning as relief supervisor as needed Or Demonstrated competency to work on <u>additional specialty unit</u> and volunteer to be part of float pool Or <u>Mental Health</u> Performs duties pertinent to advanced competency/certification throughout the facility as assigned Or <u>Mental Health</u> Performs duties pertinent to advanced competency/certification throughout the facility as assigned (must do 2 out of 3 in addition to satisfactory performance evaluation)</p> | <p>competency to work on <u>additional specialty unit</u> and volunteer to be part of float pool Or <u>Mental Health</u> Performs duties pertinent to advanced competency/certification throughout the facility as assigned (must do 2 out of 3 in addition to satisfactory performance evaluation)</p> | <p>competency to work on <u>additional specialty unit</u> and volunteer to be part of float pool Or <u>Mental Health</u> Performs duties pertinent to advanced competency/certification throughout the facility as assigned Or Achievement and/or maintenance of National Certification (CCRN, CORN, CEN, PNC etc.) (must do 2 out of 4 in addition to satisfactory performance evaluation)</p> | <p>Demonstrated competency to work on <u>additional specialty unit</u> and volunteer to be part of float pool Or <u>Mental Health</u> Performs duties pertinent to advanced competency/certification throughout the facility as assigned Or Achievement and/or maintenance of National Certification (CCRN, CORN, CEN, etc. PNC) (must do 2 out of 4 in addition to satisfactory performance evaluation)</p> | <p>to function as shift supervisor <i>Number of employees in step 6 and 7 limited to a total of 6 of any combination</i></p> | <p>function as shift supervisor <i>Number of employees in step 6 and 7 limited to a total of 6 of any combination</i></p> |
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LETTER OF UNDERSTANDING

The parties have agreed that labor/management meetings will be held on the second Thursday of each month, or on a date mutually agreed upon by the parties. Each party may designate a committee not exceeding three (3) members, which shall meet at an agreed location to discuss items including, but not limited to, newly created titles, salary plan placement, current job related problems and similar kinds of matters. Each party will submit to the other a written agenda ten (10) days prior to the meeting; if such agenda is not submitted, there will be no meeting. Unless otherwise agreed, such meetings shall not exceed one and one-half (1 1/2) hours of paid time.

CSEA agrees that the Union will not grieve the existence of the sick leave policy contained in the WCCH and SNF Personnel Policy Handbook dated December, 2004.

The County agrees that it will comply with PERB's determination regarding the applicability of the Weingarten decision.