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**Contract Database Metadata Elements**

Title: **Chenango, County of and Chenango County Unit 6400, CSEA Local 1000, AFSCME, AFL-CIO (2009) (MOA)**

Employer Name: **Chenango, County of**

Union: **Chenango County Unit 6400, CSEA Local 1000, AFSCME, AFL-CIO.**

Local: **1000**

Effective Date: **01/01/09**

Expiration Date: **12/31/03**

PERB ID Number: **6996**

Unit Size: **307**

Number of Pages: **40**

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GEN/6996

# Memorandum of Agreement

BETWEEN

THE COUNTY OF CHENANGO



AND

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.  
LOCAL 1000 AFSCME, AFL-CIO  
CHENANGO COUNTY UNIT 6400

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

AUG 16 2010

ADMINISTRATION



January 1, 2009 – December 31, 2013

307 total union  
members and agency  
shop floor employees  
as of 6-30-10



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THIS AGREEMENT, made and entered into the 10<sup>th</sup> day of November, 2008 between **THE COUNTY OF CHENANGO**, Party of the first part, hereinafter referred to as the County, **AND CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO**, party of the second part, hereinafter referred to as the Association.

**WITNESSED:**

**WHEREAS**, the County and the Association have a common and sympathetic interest in the County of Chenango and its services, and together with the public will benefit from harmonious working arrangements for the adjustment of differences by rational and common sense methods, and therefore, for the purpose of facilitating peaceful harmony and efficiency to the end that the County, the Association, and the general public may be benefited, the parties hereto contract and agree with each other as follows, to wit:

**ARTICLE ONE**

**RECOGNITION AND REPRESENTATION**

(A) The County recognizes the Association as the sole and exclusive bargaining agent in all matters of salaries and working conditions for all full-time employees and all part-time employees who are scheduled to work 27 hours per week or more, subject to the following exclusions:

1. Employees in classifications which are represented by other recognized bargaining units.
2. All personnel in Personnel Department and Chenango County Sheriff's Office.
3. All County department heads, commission members and their deputies.
4. All employees of the Chenango County Mental Health Unit above the level of Supervising Psychologist.
5. All employees classified as Managerial and/or Confidential. See Appendix B.
6. Temporary employees working less than three (3) months.

(B) 1. The Civil Service Employees Association, Inc., having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this agreement shall have deductions made from the wage or salary of employees of said bargaining unit who are not members in addition to those who are members of the Civil Service Employees Association, Inc., the amount equivalent to the dues levied by the Civil Service Employees Association, Inc. The employer shall make such deductions and transmit the amount so deducted, along with a listing of such employees, to Civil Service Employees Association, Inc., Albany, New York 12224

2. The Civil Service Employees Association hereby agrees to indemnify the employer and hold harmless the employer regarding any claims and suits pertaining to agency shop deductions. This includes legal fees and any other expenses and costs incurred in defending such claims and suits and any judgments or awards resulting therefrom.

(C) **Dues Deduction** - The Civil Service Employees Association, Inc. shall have exclusive rights to payroll deduction of dues and union sponsored insurance and benefit premiums for employees covered by this agreement. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., Capital Station Box 7125, Albany, New York 12224 on a payroll period basis. No other competing labor union organization shall be accorded any payroll deduction privilege without the express consent and written authorization of the Civil Service Employees Association, Inc. The employer agrees to submit to the Civil Service Employees Association, Inc., Capital Station Box 7125, Albany, New York 12224 each payroll period, a list itemizing the deductions of each employee.

(D) **Information** - On the effective date of this agreement, the employer shall supply to the Chenango County Unit a list of all employees full name, job title, work location, membership status, insurance deduction and first date of employment. Such information shall hereafter be provided to the Chenango County Unit on a quarterly basis. The employer shall supply to the Chenango County Unit on a monthly basis the name, work location and date of hire of all new employees. In addition, the employer shall supply a listing of employees showing the work location, who terminate their employment.

**ARTICLE TWO**

**EMPLOYER-EMPLOYEE RELATIONS**

(A) It is understood by the parties hereto that the County is small and therefore some operations are scattered, and that several different kinds of work are occasionally performed by the same persons; and that reasonable flexibility in interpreting the provisions of this agreement is applied, so that the County can meet requirements of its special operating conditions.

(B) It is mutually understood and agreed by both parties to this agreement that the management of the County affairs and the direction of the working forces including the right to hire, suspend, discharge for proper cause, promote, demote and transfer and other rights to relieve employees from duty because of lack of work or for other proper legitimate reasons is vested in and reserved by the County, subject to the

provisions of this agreement and applicable laws. The County agrees to notify the Association immediately of any disciplinary action.

(C) The Association agrees to use its best effort to see that its members perform their respective assigned duties conscientiously, diligently and continuously under the terms of this Agreement, and to further use their influence to protect the property and interests of the County.

(D) The terms of this agreement shall be uniformly interpreted and applied in all County Departments.

(E) Employees will receive copies of any performance evaluations, either positive or negative. Employees have the right, upon reasonable notice, to review their personnel file in the presence of an appropriate agent of the employer and to copy and answer in writing anything deemed adverse in the personnel file. The written answer, if any, shall be placed in the personnel file.

(F) A long service employee no longer able to handle his/her regularly assigned job may be given special consideration for other available work with joint agreement in writing between the employer and the Association.

### **ARTICLE THREE**

#### **LABOR-MANAGEMENT COMMITTEE**

(A) The County and the Association, desiring to foster better day to day communications, and to achieve and maintain a mutually beneficial relationship through the use of a continuing communications program to effectively maintain stable labor-management relations and avoid controversies, do hereby establish this labor-management committee.

(B) The purpose of the Committee is to discuss, explore and study problems referred to it by both parties, including reallocation requests. The Committee, by mutual agreement, shall be authorized to make recommendations on those problems that have been discussed, explored and studied.

(C) In order to have a frank and open discussion, the Committee shall have no authority to change, delete or modify any of the terms of the existing labor contract, nor to settle grievances arising under the contract. Committee discussions shall not be publicized except for those recommendations that have been mutually agreed upon.

(D) The Committee shall be composed of six (6) members, three (3) representing the Association and three (3) representing the County.

### **ARTICLE FOUR**

#### **UNION MEMBERSHIP**

(A) A direct deposit payroll plan shall be provided by the County for all employees covered by this Agreement. Employees who wish to participate in the plan shall specify in writing, pursuant to rules promulgated by the County Treasurer's Office, a participating bank for direct deposit in a single account of the full net amount of the employee's paycheck. Such authorization will continue in effect until the employee indicates in writing that he/she wishes to discontinue direct deposit.

The County shall also continue to provide voluntary payroll deduction for YMCA membership, United Way, and Association sponsored insurance programs.

(B) Membership in the Association shall be voluntary, and the employer agrees that there shall be no discrimination, interference, restraint or coercion by the employer or any of its agents, against any employee because of his membership in the Association with his fellow members as long as such activity does not interfere with the employee's regular duties and does not disrupt normal operations or personnel.

(C) The Association agrees that it will not strike against the County nor assist or participate in any such strike, nor will it impose an obligation upon its members to conduct, assist or participate in such a strike.

(D) The Association may designate up to two delegates who will be given a leave of absence with pay up to a total of six (6) person/working days in each calendar year to attend conventions or meetings of the Association, if such days are regular scheduled work days of the designated delegate.

Written notice for such leave, certified by the president of the Local must be presented to the Department Head at least five (5) working days prior to the requested leave. Within two (2) business days of receiving approval for this leave, CSEA shall notify the Personnel Officer of the amount of time and the person using such time.

(E) Ten (10) hours per month with pay will be allotted to the unit president to conduct CSEA business. Within two (2) business days of receiving approval for this leave, CSEA shall notify the Personnel Officer of the amount of time and the person using such time.

(F) The Association agrees to notify the County of the names of those members of the Association who are Association representatives and authorized to appear on behalf of the Association and speak for Association employees in connection with wages, working conditions and grievances under this contract.



## **ARTICLE FIVE HOURS**

For the purpose of this Agreement, employees will be classified as follows:

1. Regular full-time office employees shall be scheduled to work 37.5 hours per week, 7.5 hours per day for 5 consecutive days, Monday through Friday.
2. Regular full-time custodial employees (except Preston Manor employees) are scheduled to work 40 hours per week, 8 hours per day, 5 consecutive days, Monday through Friday. Department of Public Works' employees (excluding office clerical and employees assigned to landfill and/or transfer station duties) are scheduled to work 40 hours per week, 8 hours per day, 5 consecutive days, Monday through Friday. Department of Public Works' employees assigned to landfill and/or transfer station duties are scheduled to work 40 hours per week, 8 hours per day, from either 7:45a.m. to 4:15p.m. or 7:30a.m. to 4:00p.m. as assigned, excluding an unpaid lunch period of 30 minutes duration; Monday through Friday or Tuesday through Saturday, as the case may be.
3. Regular full-time employees of the Department of Social Services will be scheduled to take their one hour unpaid lunch period between the hours of 11:30 a.m. and 2:00 p.m. Employees will be allowed to volunteer to be scheduled for a specific lunch period. The Department of Social Services will schedule available lunch period time slots to volunteers before assigning the remaining employees to a lunch period. It is understood that the employer will determine the number of employees to be scheduled to each lunch period.
4. Effective January 1, 2009 all new appointees in the Community Mental Hygiene Services Department may be scheduled to work either 8:00 a.m. to 4:30 p.m., 8:30 a.m. to 5:00 p.m., 9:30 a.m. to 6:00 p.m., or 10:30 a.m. to 7:00 p.m.

Employees who were working in the Community Mental Hygiene Services Department prior to January 1, 2009 may volunteer to be assigned to work alternate work hours of 8:00 a.m. to 4:30 p.m., 9:30 a.m. to 6:00 p.m., or 10:30 a.m. to 7:00 p.m. Employees who have the option of volunteering to work alternate work hours may return to their previously held work hours provided they give at least two (2) weeks prior written notice to the Director of Community Services of their desire to be re-assigned to their previously held work hours. It is understood that the employer will determine the number of employees to be scheduled to each work period.

5. Other full-time regular hours and other benefits shall be mutually agreed upon between the Association and the County.
6. Paid holidays or paid leaves are to be included as part of the 5 consecutive day work week.
7. Two breaks, one of 15 minutes in the morning and one of 15 minutes in the afternoon will be made available and scheduled by the department head according to the needs of the department.
8. Employees working less than the regularly scheduled work hours for the department in which they work shall have their benefits prorated in the proportion of their scheduled hours to the scheduled hours of their department.
9. Regularly scheduled starting and quitting times are to be adhered to but no disciplinary action will be taken for lateness unless it is more than 10 minutes or of an unreasonable frequency.

## **ARTICLE SIX RATES OF PAY**

(A) Upon ratification of this agreement, by both parties, all employees covered by this agreement who are on the payroll will receive a one time five hundred dollar (\$500) bonus. This bonus shall be paid as a lump sum adjustment and shall not be added to the employee's base pay.

(B) All employees on the payroll covered by this agreement who did not receive an unsatisfactory performance appraisal in the year preceding a scheduled pay increase shall receive the following base hourly wage rate increase:

Effective 1/1/09 – 4.5%  
Effective 1/1/10 – 4.5%  
Effective 1/1/11 – 4.0%  
Effective 1/1/12 – 4.0%  
Effective 1/1/13 – 4.0%

Hourly wage rates will be rounded to the nearest cent.

It is further agreed by and between the parties that the minimum and maximum hourly pay range for each pay grade shown in Appendix A and the Department of Public Works Hire Rates listed in Appendix A shall increase by the same percentage increase set forth above on January 1<sup>st</sup> of each of the five (5) years covered by this Agreement. Starting hourly pay rates for each class of positions are shown in Appendix A. In all cases, employees will receive an hourly pay rate of not less than the start rate shown in Appendix A for their respective title.

(C) The County agrees to consider requests for reallocation and reclassification of titles. Such changes must be discussed with the employee's immediate supervisor. The Supervisor and the Department Head must consider the employee's request and review it with the Personnel Officer. He/She will submit it for consideration and report back in writing to the employee and the Association within 30 days. In addition requests for reallocation can also be referred to Labor-Management Committee by either party.

(D) Rules for administering the wage and salary schedules are:

#### **1. NEW APPOINTEES**

A new appointee shall be paid to the minimum rate of pay for the position to which he/she is appointed unless the department head shall certify to the Board of Supervisors that it is impractical to recruit at the minimum salary. The Board of Supervisors then may authorize recruitment above the minimum of the salary grade for such position. When an appointment is made above the grade, all employees in the same title receiving less than the new recruitment rate shall have their salaries brought up to the new rate of pay.

It is further agreed that this paragraph shall apply only to newly hired or reinstated employees, and that an existing employee with seniority who resigns from his/her position to accept immediate appointment to another position within the bargaining unit that is in the same pay grade, or a higher pay grade, shall be paid at the hourly start rate established for the new position or their current hourly pay rate, whichever is greater, whenever the appointment is not deemed to be a promotion under the Civil Service Law and the Chenango County Civil Service Rules.

#### **2. ANNUAL PERFORMANCE REVIEW**

The general salary increase will be granted to each employee, provided the increase is recommended by the department head. Before such determination is made, the service of each employee should be reviewed annually by his department head with attention given to the efficiency with which the employee has performed his/her duties as well as his/her attendance record and all other features having an effect on his/her work record. All recommendations must be reported by the department to the Chenango County Personnel Department. See Performance Review Form, Appendix C.

#### **3. PROMOTIONS**

An employee who is promoted from one position to a higher position shall be entitled to receive 5% of the minimum of the new grade added to his/her present salary, or the minimum of the range of such new grade, whichever is higher.

For purposes of Public Works employees only, in the event the promotion of an employee results in such employee's regular hourly pay rate upon promotion being higher than the regular hourly pay rate of other Department of Public Works employees in the same job title who have more time in actual service in such particular job title, the latter employee(s) shall be paid such higher hourly pay rate effective on the date of the promotion underlying the pay differential.

#### **4. REASSIGNMENTS**

There shall be no immediate change in the salary rate of an employee reassigned to a new position unless his salary is below the approved minimum of the new position. If an employee is reassigned to a position in a class having a higher salary range than the position from which he was reassigned, such change shall be deemed a promotion and the legal provisions governing promotions shall apply. If an employee is assigned to a position in a class the salary range of which has a maximum that is lower than the minimum of the class from which the employee was reassigned, such change shall be deemed a demotion and the provisions governing demotions shall apply.

#### **5. DEMOTIONS**

**A. Reallocations** - When an employee's position is reallocated to a lower salary grade through no fault of the employee, the employee shall be permitted to continue at his/her present rate of pay during the period of incumbency (except in the event of general service-wide reductions) but shall not be eligible for a salary increase except that, if his/her present rate of pay is below the maximum of the lower grade, he/she will be entitled to the increases of the lower grade until the maximum of that grade is reached.

**B. Failure of Promotional Provisional to Gain Permanency** - In the case of failure of a promotional provisional to gain permanency, for whatever reason, the employee will move back to the permanent rate that he/she would have had if the provisional promotion had not been made.

**C. Voluntary Demotion** - If an employee accepts a voluntary demotion, he/she will be reduced to the maximum of the lower grade or the rate in the lower grade to which he/she would have been paid had he/she not been promoted, whichever is lower.

**Section 75 Demotion** - An employee demoted according to Section 75 of the Civil Service Law will not be subject to the terms and conditions of this Article.

## **6. REINSTATEMENTS/REHIRING**

When an employee is reinstated from an unpaid leave of absence to his/her last held position, he/she shall be paid at the same base hourly pay rate and longevity level he/she was paid upon commencing the leave, plus any unit wide increases which occurred during the leave.

When a unit employee voluntarily resigns from County employment and is subsequently rehired by the County within one (1) year of the effective date of resignation for reemployment in his/her last held position, the employee shall be paid at the same base hourly pay rate he/she was paid at the time of resignation, or the minimum base hourly pay rate of the grade, whichever is greater. Prior seniority will also be restored for the purpose of health insurance premium contributions and future paid leave accruals which may be prorated to account for the time away from County employment. However, there shall be no restoration of any paid leave accruals forfeited at the time of resignation; nor will there be any accrual of seniority while the individual is away from County employment. In any event, an individual shall forfeit all accrued seniority and have only the status of a new employee if he/she is reemployed by the County more than one (1) year from the date of separation of employment.

## **7. PART-TIME EMPLOYMENT**

All rates prescribed in the scales of pay are the standard rates of pay authorized for full-time employment. When employment is on a part-time basis, only the proportionate part of the time actually employed shall be paid.

## **8. TEMPORARY ASSIGNMENT TO HIGHER GRADE POSITION**

An employee assigned to work above his/her title on a temporary or limited basis shall be compensated at the rate for that position according to paragraph 1 of Article 6 (C) (3) "PROMOTIONS", except:

A. When replacing a sick or injured employee for not more than two weeks, or

B. When replacing one person once each year for the duration of that employee's vacation.

On return to the original assignment the employee's rate will revert to his/her previous rate in the original position, plus any increment for which the employee may have qualified had he/she stayed in his/her original position.

## **9. ALLOWANCES**

### **A. Subsistence**

The rate of pay prescribed in the salary plan represents the gross salary earned. Employees receiving subsistence meals and/or living quarters in connection with their positions shall have charges for the various items of maintenance received deducted from their gross salaries.

### **B. Meals**

Meal expenses are authorized when duties require furnishing another person's meals or when assigned duties take the employee outside his/her work base or home town over a meal period.

For the Department of Public Works, the work base is the entire county.

For the Alcohol and Drug Abuse Department, the work base will include the regularly assigned schools.

### **C. Mileage**

Employees required to use their own personal automobile shall be compensated for such use by the payment of the current IRS rate for mileage reimbursement. This pertains to mileage actually driven on County business. Proper vouchers shall be submitted monthly for such considerations.

If the IRS changes its rate for mileage reimbursements, said change will take effect on the first of the month following notification of the County.

## **10. CLOTHING AND TOOL ALLOWANCES**

### **A. Clothing Allowance**

Each Department of Public Works employee in the title of Mechanic, Automotive Mechanic Foreman, and Automotive Stock Clerk shall be reimbursed annually for necessary work clothing up to a maximum of \$75.00 per year upon proper submission of County vouchers and clothing receipts.

## **B. Tool Allowance**

Each Department of Public Works employee in the title of Mechanic shall be reimbursed annually for necessary work tools up to a maximum of \$300.00 per year upon proper submission of County vouchers and tool receipts.

### **11. EQUIPMENT**

Employees will not be required to purchase equipment to satisfy OSHA requirements and/or State regulations to perform their normal work duties.

### **12. PROTECTIVE FOOTWEAR**

Notwithstanding the provisions of item 11 above, employees in the Public Works Department shall at all times while on County premises or at worksites, wear appropriate protective shoes providing foot protection in accord with OSHA, 29 CFR 1910.136, Foot Protection, and such shoes shall meet or exceed ANSI Z41-1991. To assist the affected employees in compliance with such footwear protection requirement, the County will reimburse an affected employee up to \$150.00 for the cost of such protective footwear upon submission by the employee of a receipt documenting the purchase of such footwear meeting the ANSI standards and the cost thereof. In the event the Director or Deputy Director or designee determines that the protective footwear is worn to the point of being non-serviceable he or she shall authorize the replacement of an affected employee's protective footwear subject to the above provisions including reimbursement up to \$150.00 but no more frequently than once in any twelve month period from the date of purchase.

## **ARTICLE SEVEN**

### **SALARY PLAN**

#### **(A) ENFORCEMENT**

It shall be the duty of the Personnel Officer to enforce the rules of the salary plan, and all County Department Heads, Officers and Employees to cooperate in enforcing these rules.

#### **(B) SALARY PLAN REVIEW**

The salary plan shall be reviewed periodically to determine whether adjustments are necessary.

1. There shall be twenty-six (26) pay periods per year for employees covered by this Agreement.
2. Paid leave days will be considered as time worked for the purpose of computing overtime.
3. All hours worked in excess of an employee's regularly scheduled workday and/or workweek, when worked upon the direction or approval of the employee's supervisor, shall be paid at the rate of one-and-one-half (1 1/2) times the employee's regular hourly rate or compensated by granting one-and-one-half (1 1/2) times the number of overtime hours worked as compensatory time off. The employee shall make his/her choice (overtime or compensatory time) known to his/her department head not later than the end of the workweek in which overtime is earned. The final decision in each instance, however, shall be at the discretion of the County.

Compensatory time may not be accumulated in excess of twenty-four (24) hours. In the event an employee accrues the maximum amount of compensatory time, the employee shall no longer have the option of requesting additional compensatory time in lieu of monetary compensation, until such time as the employee utilizes some of said accrued compensatory time, thereby reducing the accrued time below the maximum twenty-four (24) hour cap. When an employee requests to use accrued compensatory time, such time must be used in the initial minimum incremental amount of one (1) hour. All compensatory time utilized by the employee in excess of one (1) hour may be utilized in additional half (1/2) hour increments, up to the maximum twenty-four (24) hour cap. Employees who desire to utilize accrued compensatory time shall submit a written request to their department head, and/or designee, in advance. The request shall not be unduly denied and shall be granted at such times as are mutually agreed upon between the employee and the department head and/or designee. The department head and/or designee shall have the right to limit the number of employees utilizing compensatory time at any given time if granting the request would unduly disrupt the department's operations.

Upon severance of service, i.e., resignation, termination, retirement, or death, an employee with accrued compensatory time shall be reimbursed for any accrued compensatory time at the employee's regular hourly rate earned by the employee immediately prior to severance.

Overtime compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provisions of this Article or Agreement.

4. Employees called upon to work during paid vacations shall be paid as follows:

A. If called upon to work during their regular work hours (e.g. 8:30 am - 5:00 pm) they shall be paid at the regular rate in addition to vacation pay.

B. If called upon to work other than their regular hours, they shall be paid time and one-half (1 1/2) in addition to vacation pay.

5. Employees required to work on an actual or observed holiday that occurs Monday through Friday will be paid time and one-half (1 1/2) in addition to the holiday pay.
6. Employees covered by this Agreement must work or be covered by paid leave on the day preceding and following a holiday in order to receive pay for the holiday. If an employee does not have sick time to cover an absence on the above mentioned days, but is ill, and presents a doctor's certificate for the day, he shall be entitled to receive the holiday pay but not the sick day pay.
7. Pay adjustments for time lost or time worked are to be made in minimum segments of one-half (1/2) hour based on at least 16 minutes or more lost or worked.
8. A full-time employee called back to work other than his/ her regular schedule shall be paid a minimum of three (3) hours at time and one-half.
9. Timekeeping procedures shall be uniformly applied through all operating departments.
10. Employees who are scheduled, or called in to work a shift, or a portion of a shift, which falls between 3:00 p.m. and 7:00 a.m. shall be paid a forty (\$.40) per hour shift differential for all hours actually worked.

#### (C) STANDBY DUTY

1. A. **Social Services.** County employees in the Social Services Department, when required by the Department Head to be on standby duty for a period of one week will be paid fourteen (14) hours for the week at straight time. This will take the form of actual compensation.

B. Employees on standby status will not be subject to paragraph (8) of this Article.

2. Telephone Business - Payment will be made for all time spent on the telephone conducting business. Payment will also be made for the amount of time required to complete documentation created as a result of this telephone business. Payment will be made at the rate of 1 1/2 the normal rate of pay.

3. Actual Time Worked - Actual time worked will be defined as time spent at the particular work location, whether it be the employee's office, a client's home or a public facility such as the hospital or the jail. Actual time worked will also include the amount of time required to complete documentation required as a result of this visit or service. (Actual time worked is **not** defined as the travel time to and from the work location). Payment for this actual time worked will be made at the rate of 1 1/2 the normal rate of pay.

#### ARTICLE EIGHT LONGEVITY PAYMENTS

1. For employees who have served the County for many years the following longevity payment will be made to full-time employees only in addition to the regularly budgeted rate of pay in a lump sum in December of the year in which the qualifying number of years is completed.

2. Except as provided in paragraph 3 below employees who complete more than thirty (30) years of continuous full-time service, who continue to be eligible to receive longevity payments, will continue to receive the amount of longevity payment established for thirty (30) years of service in each year of continuous service they complete beyond thirty (30) years.

3. The three employees who were receiving longevity payments in excess of the thirty (30) year negotiated longevity payment amount of \$1,625 prior to January 1, 2009 will have their longevity payment amount frozen at the longevity payment amount they received in 2008, and will continue to receive the same 2008 longevity payment amount in any subsequent year of full-time continuous service in which they are eligible to receive a longevity payment.

After No. Years	2009 Year Employed	2010 Year Employed	2011 Year Employed	2012 Year Employed	2013 Year Employed	Amount
10	1999	2000	2001	2002	2003	\$ 125.00
11	1998	1999	2000	2001	2002	\$ 200.00
12	1997	1998	1999	2000	2001	\$ 275.00
13	1996	1997	1998	1999	2000	\$ 350.00
14	1995	1996	1997	1998	1999	\$ 425.00
15	1994	1995	1996	1997	1998	\$ 500.00
16	1993	1994	1995	1996	1997	\$ 575.00
17	1992	1993	1994	1995	1996	\$ 650.00
18	1991	1992	1993	1994	1995	\$ 725.00
19	1990	1991	1992	1993	1994	\$ 800.00
20	1989	1990	1991	1992	1993	\$ 875.00
21	1988	1989	1990	1991	1992	\$ 950.00
22	1987	1988	1989	1990	1991	\$ 1,025.00
23	1986	1987	1988	1989	1990	\$ 1,100.00

24	1985	1986	1987	1988	1989	\$ 1,175.00
25	1984	1985	1986	1987	1988	\$ 1,250.00
26	1983	1984	1985	1986	1987	\$ 1,325.00
27	1982	1983	1984	1985	1986	\$ 1,400.00
28	1981	1982	1983	1984	1985	\$ 1,475.00
29	1980	1981	1982	1983	1984	\$ 1,550.00
30 or more	1979	1980	1981	1982	1983	\$ 1,625.00

## ARTICLE NINE VACATIONS

1. Employees hired in 2008 shall receive vacation as follows in 2009:

Those employees hired between January 1, and June 30, 2008 shall be credited with ten (10) days of vacation on their first anniversary.

Those employees hired between July 1, and December 31, 2008 shall be credited with five (5) days of vacation after six (6) months of continuous service, and shall be credited with an additional five (5) days of vacation after one (1) year of continuous service.

Thereafter, employees hired in 2008 shall be credited with vacation in accordance with the following schedule:

Except as provided above, employees are subject to the following schedule of paid vacation days:

After six months of continuous service	5 working days
After one year of continuous service	an additional 5 working days
After two years of continuous service	10 working days
After five years of continuous service	15 working days
After eleven years of continuous service	16 working days
After twelve years of continuous service	17 working days
After thirteen years of continuous service	18 working days
After fourteen years of continuous service	19 working days
After fifteen years of continuous service	20 working days

2. Vacation may be taken subject to the approval of the department head in accordance with work requirements and staffing needs. The former practice of the July 4<sup>th</sup> week vacation shutdown shall be discontinued (with regard to the employees of the former Highway Department).

3. No vacation time is accumulated for any period when the employee is absent without pay.

4. Money due for any vacation due any employee who resigns or retires or is terminated will be paid the employee. Similarly, the estate or beneficiary of a deceased employee will be paid for any unused vacation.

5. Employees may use vacation time in minimum units of one (1) day.

6. Current year vacation shall be used prior to banked vacation.

7. Employees will be informed of unused vacation, sick leave and personal business leave each payroll period.

8. New employees may take vacation after completion of six (6) months of employment.

9. After completion of first employment year, all employees may take vacation between January 1 and December 31 of each calendar year based on the number of years to be completed at employee's anniversary during that calendar year.

10. On termination, vacation will be paid prorated based on earned vacation at last anniversary date, plus number of months worked since anniversary date, less vacation used. Vacation days used but not earned will be charged to the employee, but not to exceed the total of any amounts otherwise due the employee.

**ARTICLE TEN  
VACATION BANKING POLICY**

1. Full-time employees shall be entitled to automatically, without written request, carry-over or "bank" a portion of their earned vacation.
2. Under no circumstances may an employee have more than a maximum of ten (10) days of "banked" vacation.
3. Vacation time is to be "banked" and taken in minimum increments of one (1 ) day.
4. To assure that work interruptions are minimized, all banked vacation time taken in any calendar year is subject to the discretion of the department head and dependent upon the workload of that department.
5. Vacation pay for "banked" time will be based on the employee's rate of pay at the time the "banked" vacation is used.
6. Employees must use all "banked" time when on leave before going off the payroll.
7. A lump sum payment will be made for all unused "banked" vacation time upon termination, death or retirement.
8. Employees may not receive pay for banked vacation in lieu of time off.

**ARTICLE ELEVEN  
HOLIDAYS**

(A) The following holiday schedule is granted to all employees:

<b>New Year's Day</b>	<b>Columbus Day</b>
<b>Presidents' Day</b>	<b>Veteran's Day</b>
<b>Memorial Day</b>	<b>Thanksgiving Day</b>
<b>Independence Day</b>	<b>Day After Thanksgiving Day</b>
<b>Labor Day</b>	<b>Christmas Day</b>

(B) When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday, and when the holiday falls on a Sunday, the following Monday shall be observed as the holiday.

(C) In addition, two (2) floating holidays, subject to the following conditions, are to be available to each employee with the date(s) to be selected by the employee subject to the approval of the department head.

1. Anyone employed on or before February 12 is entitled to two (2) floating holidays in the year of hire.
2. Anyone employed after February 12 but prior to September 1 is entitled to one (1) floating holiday in the year of hire.
3. Exiting employees will not be paid for unused floating holidays unless the County has laid them off.
4. Exiting employees will not receive pay for holidays which fall after their last day of actual work.

**(D) Alternate Holidays** Employees assigned to Preston Manor, and landfill and/or transfer station functions shall be entitled to ten (10) paid holidays which may be other than those enumerated above as designated by departmental scheduling. On any of the above enumerated holidays when the employees are required to work, such personnel will be allowed a compensatory day off at the time mutually agreed upon.

**ARTICLE TWELVE  
SICK LEAVE**

(A) Sick leave shall be accumulated at the rate of one (1) day for each continuous month worked and shall be allowed to accumulate to 165 days. Sick leave may be used as accumulated. Abuse of sick leave privileges shall be grounds for disciplinary action.

(B) Sick leave may be used in minimum units of one (1) hour. Sick leave taken in excess of one (1) hour may not be taken in less than thirty (30) minute increments.

Accrued sick leave shall be utilized for all medical and dental appointments and procedures that fall during the employee's normal workday. Sick leave deductions for medical and dental appointments and procedures shall be taken in the increments specified in the first paragraph of this section. If an employee does not have sufficient accrued sick leave to cover such absences they shall use accrued compensatory time. If an employee does not have sufficient accrued sick leave or compensatory time to cover the absence, the portion of the absence not covered by sick leave or compensatory time shall be without pay. In no case may personal leave be used for such absences.

An employee shall be allowed to use up to a maximum of six (6) days of his/her accumulated sick leave per calendar year to attend to a spouse, child or parent residing in the employee's household who is suffering from a personal injury or disability that requires the employee's personal care and attendance.

(C) Proof of illness may be required at the discretion of the department head but will not be routinely required for absences of three (3) days or less.

**(D) Workers Compensation**

An employee, absent on Workers Compensation Disability may elect in writing to use any accumulated sick leave. The Workers Compensation daily disability payments will then be assigned to the County and the employee will, in turn, have accumulated sick leave replenished by the ratio of amount of daily disability to amount of regular daily pay. The employee will have only the amount of sick leave actually taken for such disability replenished, any excess monies will be returned to the employee.

(E) Sick leave will not continue to accrue during a workers' compensation leave unless the employee is being paid on the County's payroll.

(F) **Sick Leave Bank.** Effective July 1, 1999, a voluntary Sick Leave Bank shall be established to aid any participating bargaining unit member who suffers a prolonged non-work related serious health condition, as hereinafter defined, and who has exhausted his/her paid leave accruals and who has no other source of income replacement such as but not limited to income protection insurance, accident and disability insurance, or no fault insurance.

The Sick Leave Bank shall be jointly administered by a three-member Sick Bank Committee consisting of the County Personnel Officer or his/her designee, the CSEA Unit President or his/her designee, and one (1) active unit member appointed by the CSEA Unit President. The Committee shall review and pass upon applications for sick leave bank usage submitted by participating members of the bargaining unit.

To initially fund the Sick Leave Bank, each unit member who desires to participate in the bank shall be required to donate two (2) of his/her accrued but unused sick days to the bank in July, 1999. Thereafter, a non-participating employee may become a member of the Sick Leave Bank only during the month of February of each year. Any such new entrant shall be required to contribute two (2) of his/her accrued but unused sick days to the bank at the time of entry.

All unused sick days in the Sick Leave Bank shall carry over from year to year. On or about each February 1st, the number of unused sick days in the Sick Leave Bank will be evaluated. If the bank has five-hundred (500) days or more at that time, participating members will not be required to contribute any additional sick days. If the Bank has less than five-hundred (500) days, each participating member will be required to contribute one (1) of his/her accrued but unused sick days. Such contributions will be assessed in or about February.

Any and all sick days contributed by an employee to the Sick Leave Bank shall not be reimbursed or restored to the employee under any circumstances.

The existence of any Sick Leave Bank balance in no way guarantees that it will be expended. The balance represents only the number of sick days available for disbursement by the Sick Bank Committee subject to the limitations below.

A participating unit member may make application to draw sick days from the Sick Leave Bank subject to all of the following conditions:

1. The employee must have completed at least one (1) year of continuous service with the County and have fully contributed to the bank in accordance with the above requirements;
2. The employee must be continuously unable to perform the essential functions of his/her regular job with or without reasonable accommodation due to a non-work related serious health condition. For purposes of the Sick Leave Bank, a "serious health condition" means a non-work related illness, injury, impairment, or physical or mental condition regarded as such by the medical profession and that involves either: (i) inpatient care in a hospital, hospice, or residential medical care facility, or (ii) continuing treatment by a health care provider;
3. The employee must have exhausted all other forms of his/her accrued but unused paid leave accruals normally allowed for illness or injury including sick leave, prorated vacation time, floating holidays, and compensatory time;
4. The employee must have served a continuous eight (8) week waiting period from the onset of the serious health condition. The waiting period can be satisfied by any combination of authorized paid and/or unpaid time off;
5. The application must be made on a standard form promulgated by the County Personnel Officer. The application must be accompanied by a certification issued by a licensed doctor of medicine or osteopathy to support the employee's request for sick bank usage. The employee must bear any costs associated with obtaining the certification. The certification will be sufficient only if it lists: (i) the date the condition began, (ii)



its probable duration, (iii) appropriate medical facts, (iv) an assertion that the employee is unable to perform the essential functions of the employee's regular job due to a non-work related serious health condition, (v) the dates on which treatment is expected, and (vi) a statement of the medical necessity for continued work absence and the expected duration of such absence. The Sick Bank Committee shall have the right to request additional medical information as it deems necessary as well as the right to have the employee examined at the County's expense by a licensed doctor of medicine or osteopathy selected solely by the Committee. The employee may also be required by the Committee to authorize a release of his/her medical records to the Committee as a condition for processing his/her application.

The Sick Bank Committee will meet as soon as practicable to review each sick bank application. The Committee may approve or disapprove an application only by majority vote. Each application will be considered on its own merits. In addition to the medical information before the Committee, the Committee may also take account of the applicant's work history including but not limited to prior disciplinary actions, if any, as well as the applicant's work attendance record. All actions and decisions of the Sick Bank Committee shall be final and binding, and not subject to review under the grievance and arbitration procedure of this Agreement or in any other legal forum.

An applicant shall be entitled to apply to withdraw up to forty (40) sick days from the sick bank for any single period of work absence occasioned by a serious health condition. The applicant may also apply for one (1) extension of up to forty (40) additional sick days for the same or related condition. The individual must return to work and work for at least twelve (12) continuous months prior to becoming eligible to make any further application to use the Sick Leave Bank.

The employee shall normally receive full pay while using the Sick Leave Bank. However, the Sick Bank Committee may grant partial days from the bank to a full-time employee when the employee is capable of working part-time and the department head accepts the employee back to work on a part-time basis.

When an employee is using sick days from the bank, all benefits will continue to accrue in accordance with the provision of this Agreement. Any Sick Leave Bank days approved but not used by the employee will be returned to the Sick Leave Bank.

Upon implementation of the Sick Leave Bank for CSEA members, the Sick Leave Donation Policy - Board of Supervisors Resolution No. 65-98, shall be inapplicable to CSEA unit members.

### **ARTICLE THIRTEEN**

#### **LEAVE OF ABSENCE WITHOUT PAY**

In addition to any leave required under the federal Family Medical Leave Act (FMLA), a leave of absence without pay, not to exceed an aggregate of one (1) year, may be granted an employee by the department head, provided there is sufficient medical justification stipulated by written documentation of a physician, or sufficient personal reasons acceptable to the County such as but not necessarily limited to continuing education, child care for the birth of the employee's son or daughter, adoption or foster care of a child by the employee, or care for the employee's spouse, child, or parent with a "serious health condition" as defined by FMLA. In addition to approval by the department head, any application for a leave of absence shall also be subject to approval, or disapproval as the case may be, by the County Personnel Department.

In order to be eligible for an unpaid medical leave of absence, the employee must have exhausted all sick leave accruals, unused banked vacation days, prorated current year vacation days, floating holidays, and compensatory time.

A leave of absence for employment with other than the County shall not be approved. Any requests for a leave of absence shall be submitted in writing to the department head at least four (4) weeks in advance of the desired starting date, where possible on a form prescribed and distributed by the Personnel Department. The request shall state the reason the leave of absence is being requested, the length of time off the employee desires and any other information deemed necessary by the County to review and process the application. The County shall have the right to require an employee to provide medical documentation to support any request for a medical leave of absence.

To be eligible for reinstatement from a leave of absence, the employee must make application for reinstatement. Such application shall be in the form of a written request to the department head at least two (2) weeks prior to the expiration date of the approved leave. If the employee is returning from a medical leave of absence, the employee must submit to the department head a physician's statement attesting to the employee's recovery and physical fitness to perform the essential functions of his/her assignment. No employee will be allowed to return to work who has failed to present such physician's statement. The County also reserves the right to have the employee submit to a fitness for duty examination to be conducted by a physician selected by the County at the County's expense. If an employee on an authorized leave of absence wishes to voluntarily return to work before the expiration date of the leave, he/she may do so only at the pleasure of and with the approval of the department head. Upon expiration of the leave, the employee will be reinstated to the position he/she occupied at the time the leave was granted, assuming

such position has not been abolished, and all benefits and credits previously earned and enjoyed will be reinstated.

During a leave without pay, all benefits provided the employee shall be discontinued unless the employee assumes all costs, including group health insurance costs, except where other provisions of law such as FMLA so require. No longevity or seniority shall be earned during the unpaid leave. No sick leave or vacation leave credits shall be earned. Furthermore, an employee's time on leave of absence will affect his/her anniversary date by the length of the leave of absence for purposes of vacation and longevity.

An employee who obtains a leave of absence, or extension, by false pretense or who fails to report to work on the expiration of any leave, unless excused by the County in its sole discretion, will be deemed to have resigned.

#### **ARTICLE FOURTEEN BEREAVEMENT LEAVE**

In the event of death of a member of an employee's family, bereavement leave will be granted as follows:

(A) The day of the funeral and up to three (3) additional days with pay will be granted for the death of a Mother, Father, Sister, Brother, Grandparent, Grandchild, Child, Spouse, Mother or Father-In-Law. This shall include step-family members.

(B) One and one-half (1 1/2) days pay will be granted for the death of a Brother or Sister-In-Law, or Aunt or Uncle.

(C) Bereavement leave shall be limited to scheduled work days and may include delayed interment.

(D) Employees may request to use their annual leave when additional time is needed.

#### **ARTICLE FIFTEEN PERSONAL BUSINESS LEAVE**

(A) In accordance with the provisions set forth in this article employees covered by this Agreement shall be permitted time off with pay to attend to personal business or personal matters that cannot be arranged for other than during the employee's regular working hours; but in no case shall personal business leave exceed four (4) working days per year.

Personal leave requested must be used solely to attend to personal business, or a personal matter that cannot be conducted or attended to at a time not in conflict with the employee's regular work hours, or for a personal emergency over which the employee has no control which requires the employee's immediate attention.

Personal leave is not to be used for medical and dental appointments and procedures, or used as or substituted for vacation leave or sick leave, or used to attend to personal business or a personal matter that can be taken care of on non-work hours.

Personal leave may be taken in a minimum unit of one (1) hour. Personal leave taken in excess of one (1) hour may not be taken in less than thirty (30) minute increments.

Requests for personal leave shall be submitted on the form agreed upon by the Department Head for department head approval at least forty-eight (48) hours in advance, except in an emergency. When personal leave is needed for an emergency the reason for the emergency must be presented to the supervisor. When personal leave is requested and it is not an emergency, the employee need only affirm that the personal leave is needed to attend to personal business or a personal matter that cannot be scheduled or attended to on other than work hours. If a request for personal leave is denied, the determination, in the event of a disagreement, shall be subject to the grievance procedure.

Personal business leave days are not cumulative and, therefore, may not be carried over from one calendar year to another.

(B) Employees in the Department of Public Works taking personal business leave of less than full day units must drive their own car or provide their own transportation to and from the worksite without County reimbursement for mileage.

These employees will not be required to either punch in or punch out on the time clock at the County garage immediately before or after said leave. A time reporting procedure will be developed by the Director of Public Works to replace the time punching procedure.

(C) In the year of hire a new employee shall be credited with prorated personal business leave days in accordance with the following schedule:

January 1-March 31	Four (4) days
April 1-June 30	Three (3) days
July 1-September 30	Two (2) days
October 1-December 31	One (1) day

In each successive year of continuous employment, an employee will be credited with four (4) personal business days in January.

(D) Employees may not receive pay for unused personal leave.

#### **ARTICLE SIXTEEN JURY DUTY**

Employees who are required to serve as a juror or to appear in court as a witness or to attend court pursuant to subpoena or other order of the court, shall be granted a leave of absence with pay when such service occurs during the employee's normally scheduled work time. Such absence shall not be deducted from any other leave allowance. When an employee receives notice of a call to jury duty, or is subpoenaed to appear in court, said employee shall notify his/her supervisor of such on the first workday following receipt of such notice or subpoena by providing a copy thereof to his/her supervisor. If a day shift employee is excused from juror or witness duties prior to 1:00 p.m., the employee shall return to work for the remainder of the workday. If a second or third shift employee is excused from juror or witness duties prior to noon, the employee shall report to work for their assigned shift.

#### **ARTICLE SEVENTEEN HEALTH BENEFITS**

(A) The County shall continue to make available to bargaining unit members and their eligible dependents substantially similar group health, hospitalization, and dental benefits as existed under the benefit programs which existed immediately prior to the execution of this Agreement with the exception of the changes set forth below that are to be effective January 1, 2009.

1. Effective January 1, 2009 the County will amend the Group Medical Plan to include a routine colonoscopy for covered persons age fifty (50) or over.
2. Effective January 1, 2009 the County will amend the Dental Benefit Plan Schedule for the procedures listed below as follows:

	<u>Pre-2009</u>	<u>January 1, 2009</u>
Oral Examination	\$8.00	\$40.00
Dental Prophylaxis (Teeth Cleaning)		
Adults	\$12.00	\$40.00
Children	\$10.00	\$40.00
Topical Fluoride (all ages)	\$10.00	\$10.00
X-Rays – Bitewing (4)	\$20.00	\$40.00

3. Effective January 2010 one-half of the total amount of the employee's monthly premium contribution for medical and dental insurance will be deducted from the first paycheck of the month, and the second half of the total amount of the monthly premium contribution will be deducted from the second paycheck of the month.

#### **VISION COVERAGE**

Effective January 1, 2009 the County will make a vision plan available to active employees and their eligible dependents at no cost to the employee. Vision coverage will be provided through the Guardian Life Insurance Company of America and the Davis Vision Network. In-network and out-of-network co-payment charges for vision services are set forth in the Guardian Vision Plan booklet in effect on January 1, 2009 for Group Plan Number 00443317.

#### **ENROLLMENT IN HEALTH BENEFIT PLANS**

To enroll in the County's medical, dental, or vision plans an employee must complete and submit the appropriate insurance enrollment forms to the County Personnel Department for themselves and any eligible dependents they wish to enroll within thirty-one (31) days of the date they are first eligible to enroll. For non-temporary employees this will be within thirty-one (31) days of their hire date, or during the open enrollment period which is during the entire month of March each year, or within thirty-one (31) days of a special enrollment event such as a marriage, the birth or adoption of a child, or loss, through no fault of their own, of alternate medical, dental or vision coverage for themselves and/or their eligible dependents.

Applications for enrollment in the County's medical, dental, and/or vision plans that are dated or received in the Chenango County Personnel Department after the thirty-one (31) day enrollment eligibility date will not be considered.

#### **PRESCRIPTION DRUG CO-PAYS**

##### **For employees hired prior to January 1, 2004:**

The prescription drug co-payment cost for the retail purchase of a prescription drug shall be \$5.00 per generic drug prescription, \$10.00 per brand name preferred drug prescription and \$15.00 per brand name non-preferred drug prescription.

##### **For employees hired on or after January 1, 2004:**

The prescription drug co-payment cost for the retail purchase of a prescription drug shall be \$10.00 per generic drug prescription, \$15.00 per brand name preferred drug prescription and \$20.00 per brand name non-preferred drug prescription.

#### **RETAIL PRESCRIPTION DRUG PROGRAM**

A drug prescription purchased at a retail pharmacy shall consist of not more than a 30 day supply of a covered drug.

#### **MAIL ORDER PRESCRIPTION DRUG PROGRAM**

The County will make available an optional mail order prescription drug program. The prescription drug co-payment cost for a drug prescription filled through the mail order prescription program shall be two times the standard retail purchase drug prescription co-pay cost for a 90 day supply of a covered drug.

#### **MAJOR MEDICAL CO-INSURANCE BENEFIT**

The major medical co-insurance benefit shall be \$5,000.

#### **MAJOR MEDICAL DEDUCTIBLES**

##### **For employees hired prior to January 1, 2004:**

The major medical deductible shall be \$150 per covered person per calendar year; and a maximum of \$450 per calendar year for three or more covered family members (but not more than \$150 per person). Any deductible met during October through December shall be applied to the next calendar year as well.

##### **For employees hired on or after January 1, 2004:**

The major medical deductible shall be \$250 per covered person per calendar year; and a maximum of \$750 per calendar year for three or more covered family members (but not more than \$250 per person). Any deductible met during October through December shall be applied to the next calendar year as well.

The cost of said benefits shall be shared as follows:

##### **For Employees Hired Prior to June 1, 1990:**

The County will contribute one-hundred percent (100%) of the monthly premium cost of individual medical and dental insurance coverage.

For dependent medical coverage, the County will contribute seventy-five percent (75%) of the difference between the total cost of an individual and a family monthly premium.

For dependent dental coverage, the County will contribute twenty-five percent (25%) of the difference between the total cost of an individual and a family monthly premium.

##### **For Employees Hired On or After June 1, 1990:**

The County will contribute eighty-five percent (85%) of the monthly premium cost of individual medical and dental insurance coverage.

For dependent medical coverage, the County will contribute seventy-five percent (75%) of the difference between the total cost of an individual and a family monthly premium.

For dependent dental coverage, the County will contribute twenty-five (25%) of the difference between the total cost of an individual and a family monthly premium.

(B) All employees retiring from County service who are members of or would have been eligible to become members of either Tier I or Tier II of the New York State and Local Employees' Retirement System, and have been employed by the County receiving Health Benefits for at least five (5) years of full-time service or ten (10) years of part-time service, and all employees retiring from County service who are members of or would have been eligible to become members of either Tier III or Tier IV of the aforementioned retirement system, and have been employed by the County earning benefits for at least ten (10) years of full-time service, and have attained age 55 will be eligible to continue Chenango County health benefits, with the exception of dental and vision coverage, into retirement.

The cost of an eligible retiree's medical benefits shall be shared as follows:

For individual health insurance coverage, the County will continue to contribute a percentage equal to the amount paid prior to retirement.

For dependent coverage, the County will contribute thirty-five percent (35%) of the difference between the total cost of an individual and a family monthly premium.

(C) The County reserves the right to change insurance carriers, or to self-insure, provided the level of benefits are substantially the same or improved as those in effect at the time of the change.

(D) The County shall have the right to institute cost containment measures relative to insurance coverage. However, said cost containment measures will be discussed with the Association President prior to implementation.

(E) Health Examination – For those employees required by New York State to have an annual physical examination (i.e. Public Health Nursing and County Home employees), the County will, at its expense, give such employee an annual physical examination to the extent required by the County, by a physician designated by the County. Should the employee choose to use his/her personal physician, the County will pay up to \$50.00 maximum to the personal physician.

(F) The extent of coverage under the benefit plans, including any self-insured plans, shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits there under shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the County, nor shall such failure be considered a breach by the County of any obligation undertaken under this or any other Agreement. However, nothing in this agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the County, its employees, or beneficiaries of any employees.

(G) Effective for the calendar year commencing January 1, 2000, and for each calendar year thereafter, any full-time employee covered by this Agreement who elects in advance in writing by the preceding November 1<sup>st</sup> to discontinue his/her active participation in the County's health insurance program for a minimum of one (1) full calendar year will receive an annual stipend of \$500 if the employee is foregoing individual coverage, or an annual stipend of \$1000 if the employee is foregoing family coverage, payable in equal installments throughout the calendar year of election, provided the employee produces proof of alternate health insurance coverage from another source. Effective January 1, 2009, any newly hired full-time employee and any previously hired employee whose work week permanently changes to full-time making them eligible for County health insurance, who declines participation in the County's health insurance plan within thirty-one (31) days of the date they are first eligible to enroll in the plan, will have the option of enrolling in the health insurance buy-out program without first enrolling in the County's health insurance plan. These employees must elect in writing to enroll in the health insurance buy-out program within thirty-one (31) days of becoming eligible for County health insurance, and must submit proof of alternate health insurance coverage within that thirty-one (31) day period. All employees participating in the health insurance buy-out program must submit proof of alternate health insurance coverage annually in December, by the date requested, to continue receiving buy-out payments in the subsequent calendar year.

An employee receiving buy-out payments shall have the right to opt out of the buy-out program and enroll in the County health insurance plan, pursuant to the County's health plan's rules and regulations, if the employee loses his/her alternate coverage due to death, divorce, or loss of insurance for other qualifying reasons beyond the employee's control, or during the annual open enrollment period. An employee who elects to discontinue participation in the buy-out program and enroll in the County's health insurance plan must complete and submit the appropriate insurance enrollment form to the County Personnel Department for themselves and any eligible dependents they wish to enroll within thirty-one (31) days of the date of the special enrollment event, or during the annual open enrollment period. Buy-out payments shall cease upon the employee's enrollment in the County's health insurance plan.

The County shall implement as soon as practical following ratification of this Agreement by both parties a benefit plan pursuant to Section 125 of the Internal Revenue Code to provide for pre-tax treatment of any health and dental insurance premiums paid by the employee. The health insurance buy-out payments referenced above shall also be subject to the Section 125 Plan.

Additionally, the County and the CSEA shall jointly discuss the feasibility of establishing, at no cost to the employee, a flexible spending accounts benefit plan pursuant to Section 125, with operating procedures to be determined by the County in accordance with IRS regulations, which, if established, may be used for favorable income tax treatment of the employee's deductibles, co-insurance amounts, other non-reimbursed medical expenses and dependent care assistance. The final decision whether to establish flexible spending accounts shall rest solely with the County.

## **ARTICLE EIGHTEEN PENSION PLAN**

### **(A) RETIREMENT**

Effective January 1, 1983, the employer shall provide the benefits of the pension plan covered by Section 75G of the New York State Retirement System. Effective January 1, 1989, the employer shall provide the benefits of the pension plan covered by Section 75(i) of the New York State Retirement System. For those employees who joined the Retirement System prior to July 1, 1976, the plans are non-contributory.

For those employees joining the Retirement System on or after July 1, 1976, they are members of the CO-ESC Retirement Plan with a mandatory contribution of 3% of gross salary.

The County also agrees to provide the benefits of Section 41 (j) of the New York State Retirement and Social Security Law on a non-contributory basis for all Retirement System members covered by this Agreement. Section 41(j) allows for unused sick leave credits to be applied as additional service credit upon retirement.

### **(B) DEATH BENEFITS**

For those employed prior to July 1, 1973, the County provides Section 60B of the Retirement Plan. For the benefits of this Tier I Plan and for Tier II, Tier III and Tier IV Plans, see the Personnel Officer.

## **ARTICLE NINETEEN DEFERRED COMPENSATION**

The County agrees to the eligibility of CSEA employees for a Deferred Compensation Benefit Program when adopted by the County.

## **ARTICLE TWENTY EMPLOYMENT SECURITY**

(A) Seniority means the length of an employees' continuous service with the County. (B) Once per year the employer shall post on all bulletin boards a seniority list showing names, job titles and date of hire of all employees within the bargaining unit.

(C) In case of job abolishment or reduction of forces, layoff and recall:

1. **Competitive Class Employees** - The Civil Service Law and the rules for the Classified Civil Service of Chenango County will control the procedure of layoff.

2. **Other Class Employees** -

A. The employee involved shall have the right to replace the least senior employee within the same title.

B. If an employee cannot replace another employee within his title due to lack of seniority, he/she may replace the least senior employee in another title if qualified.

C. Employees in the non-competitive and labor class will be afforded the protection of this section after the completion of one (1) year continuous full-time service.

3. There shall be two (2) weeks written notice prior to layoff.

4. Employees shall be recalled in reverse order of layoff within job title.

(D) **Recall**

1. **Competitive Class Employees** - The Civil Service Law and the rules for the Classified Civil Service of Chenango County will control the procedure for recall.

2. **Other Class Employees** - Laid off employees shall be placed on a recall list in order of their seniority by classification.

The recall rights of employees shall expire after a period equal to their seniority, but in no case for more than four (4) years from the date of layoff.

When the workforce is increased after a layoff, employees will be recalled according to their seniority provided they are presently qualified to perform the work in the job classification to which they are recalled without further training. Such notice will be sent to each employee being recalled at their last known address by registered or certified mail. Any employee, who fails to report to work within ten (10) calendar days from the mailing of notice of recall, shall be considered a quit. The recalled employee must notify the department head of his/her intention to return within three (3) days after receiving notice of recall.

3. **Recall Salary** - For all classes of employees, the recalled employee shall receive the same salary/rate as when laid off, except if the minimum pay for the position is above the laid off salary/rate, he/she will receive the minimum pay for the position.

(E) If a vacancy occurs in a position within the bargaining unit, the following procedure shall apply:

1. The position will be posted on the bulletin board for a period of three (3) working days. The posting will show job title, rate of pay, location and shall provide the place for interested employees to sign their names.

2. The County will review the list and provide application forms to those employees interested.

3. The County will consider those employees who meet the specifications for the position along with other eligible applicants, and when all other things being equal the senior employee will be awarded the position.

4. The County will notify the Association of its decision for the position within ten (10) working days.

(F) Employees covered by this Agreement who transfer from one department to another shall not lose longevity, vacation, sick leave rights upon transfer, however, employees will be bound by the new department rules and procedures.

## **ARTICLE TWENTY-ONE**

### **INSURANCE PROGRAMS**

The Association may designate a representative of the Association for its Member Benefit Programs to meet with member employees covered by this Agreement for the purpose of providing information with regard to member benefits subject to the following:

1. The County must be notified in writing three (3) weeks prior to such planned visit stating the nature of the call, and

2. What group of employees are to be contacted, and

3. All such meetings are subject to Department needs and requirements, and shall occur on the employee's own time and without workplace disruption.

## **ARTICLE TWENTY-TWO**

### **PROFESSIONAL DEVELOPMENT**

To encourage further staff development and to ensure the best possible and most current service delivery to the clients, the County will provide the time necessary, including time off during scheduled work hours, for training each employee in the Alcohol and Drug Abuse Services Department as may be required by the New York State Division of Alcoholism. The Director of Alcohol and Drug Abuse Services will have final discretion scheduling such training time.

Upon such approval, eligible employees will be reimbursed for normal expenses including mileage at the current County rate.

## **ARTICLE TWENTY-THREE**

### **MISCELLANEOUS**

(A) The terms and provisions of this Agreement shall be uniformly interpreted and applied in all County departments. Unless specified in this Agreement, this section shall not automatically change existing rules, regulations or procedures, as they now apply to specific departments without mutual agreement.

(B) **Volunteer Firefighters** - If an employee covered by this Agreement is also a volunteer firefighter, time off with pay will be granted only as follows:

Volunteer Firefighters and Auxiliary Police called to an emergency in the County prior to regularly scheduled work hours and ordered by the Commander of the Unit to remain at their post during the regular work

schedule shall be granted special leave for those hours upon presentation of a letter from said Commander to the Supervisor of the employee.

## **ARTICLE TWENTY-FOUR GRIEVANCE PROCEDURE**

(A) There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or disputes or interpretation over matters relating to this Agreement. All such matters shall be handled as stated herein.

**Purpose:** The purpose of this Article is to provide employees with a just, prompt and equitable method for resolving a grievance. However, it is agreed and understood by the parties that temporary, provisional and probationary employees shall not receive the protection of this provision for demotion, suspension or discharge.

Nothing herein contained shall preclude the employee from discussing the situation with his/her immediate supervisor and/or department head.

**(B) Definitions:**

**Grievance** - A dispute involving the interpretation, application or alleged violation of any provision of this Agreement.

**Grievant** - The party filing a grievance, either the C.S.E.A. or the employee(s) it represents.

**Supervisor** - The Deputy of a department or in the absence of a Deputy, the employee who directs the work of the employee(s) affected by the alleged grievance.

**Department Head** - The principal officer or appointing authority of a department.

**(C) Time Limits:**

For purposes of this procedure, all days referred to shall be Monday through Friday, exclusive of legal holidays on which the County is closed. The time limits set forth in each Step of this procedure may be extended by mutual agreement of the parties.

Failure of the County to answer a grievance within the time limits set forth, or any agreed extension thereof, will advance the grievance to the immediate next step of the grievance procedure.

Failure of the grievant to proceed within the time limits set forth, or any agreed extension thereof, shall automatically terminate a grievance, and irrevocably waive any right to pursue the alleged claim in any form. An employee shall have the right to be represented by a C.S.E.A. representative at any and all steps of the Grievance Procedure, if the employee(s) elects to do so.

**(D) Procedures:**

If a grievance is presented by the C.S.E.A. on behalf of the unit or a group of employees from more than one department, it may be submitted directly at Step 3.

**(E) Steps:**

**Step 1 - Informal Stage:**

An employee or group of employees who claim to have a grievance shall present the grievance orally to their supervisor within twenty (20) days of the occurrence of the event giving rise to the alleged grievance.

If the departmental workload is not conducive to an immediate meeting on the issue, the supervisor shall schedule a meeting to discuss the grievance with the grievant(s) within two (2) days after initial notification of the grievance, in an attempt to resolve the grievance informally.

Within three (3) days after the presentation, and sooner if possible, the Supervisor will communicate his/ her decision to the employee in writing.

If discussions do not result in satisfactory resolution, the grievant may, at his/ her option, appeal the grievance to Step 2.

**Step 2 - Formal Stage:**

Within ten (10) days of the Step 1 decision, the grievant may submit a formal written grievance to the Department Head. The written grievance shall contain the circumstances of the alleged grievance, the specific provision(s) of the contract allegedly violated, the date of the alleged violation, the remedy sought and the grievant's signature. The grievant shall forward a copy of the written grievance to the County Personnel Officer.

Within ten (10) days of receipt of a written grievance, the Department Head shall meet with the aggrieved employee(s).

Within ten (10) days of the Step 2 meeting, the Department Head shall render a written decision on the grievance to the grievant, the C.S.E.A. Unit President, and the County Personnel Officer.



**Step-3 – Appeal Stage:**

In the event that the grievance is not resolved within Step 2, the grievant may submit within ten (10) days from the date of the Department Head's written Step 2 response, a formal written grievance accompanied by all prior documentation and correspondence, to the County Personnel Officer.

The County Personnel Officer shall meet with the grievant(s), the C.S.E.A. Labor Relations Specialist, and union grievance representative(s) to discuss and review the allegations.

Within thirty (30) days of the Step 3 meeting, the County Personnel Officer shall respond in writing to the aggrieved employee(s), with a copy to the C.S.E.A. Labor Relations Specialist and the C.S.E.A. Unit President.

**Step 4 - Arbitration:**

It is the intent and purpose at all times to reach agreement by negotiation without recourse to arbitration. In the event, however, that a grievance is not settled as herein provided, either C.S.E.A., Inc., (and only C.S.E.A., Inc.) or the County may request arbitration. Such request must be in writing and shall restate the grievance as it was originally stated and must be signed by the C.S.E.A. or the County, whichever has requested the arbitration. Such letter must be submitted within ten (10) days after failure to reach agreement under Step 3. If arbitration is not requested within the time limits set forth in this Step, it shall be deemed waived, and the grievance resolved on the basis of the response of the Personnel Officer. The County and the Association shall request, in writing, the New York State Public Employment Relations Board to furnish a list of arbitrators in accordance with their procedures. The two parties shall comply with the procedures in the selection of an arbitrator. The hearing shall start within twenty (20) days after an arbitrator has been agreed upon. Delays may occur only upon the mutual consent of both parties.

Hearings shall be held at Norwich, New York. The arbitrator shall render his/her decision within fifteen (15) days following completion of the presentation of the case. All decisions of the arbitrator shall be limited expressly to the terms of this Agreement and in no event shall the terms of this Agreement be altered, amended or modified by the arbitrator. The decision of the arbitrator shall be final and binding upon both parties. The arbitrator's award shall not be retroactive in its effects any earlier than five (5) days preceding the filing of the grievance. The cost of the arbitrator and any other arbitration related expense(s) shall be borne by parties hereto in equal shares.

**ARTICLE TWENTY-FIVE  
DISCIPLINE AND DISCHARGE**

(A) The parties agree that the statutory provisions of Sections 75, 76 and 77 of the Civil Service Law of the State of New York are hereby waived. The provisions of this article shall take the place of and supplant the said statutory provisions.

(B) Upon completion of one (1) year continuous full-time service, all permanent competitive, non-competitive and labor class employees shall be afforded and shall utilize the following procedure for discipline and discharge matters.

(C) Disciplinary action shall include, but not be limited to; suspension, demotion, discharge, fines or any combination thereof, or other such penalty as may be imposed by the Employer.

(D) A notice of such discipline shall be made in writing and served upon the employee with a copy to the C.S.E.A. Unit President and County Personnel Officer. The specific act(s) for which discipline is being imposed and the penalty shall be specified in the notice of discipline.

Service of the notice of discipline shall be made to the employee by personal service, if possible, and if such personal service cannot be effectuated, service shall be made by certified mail, return receipt requested.

A copy of the notice of discipline shall be served to the Local Unit President either by personal service or by County mail within twenty-four (24) hours of the notice's issuance to the employee.

(E) If the employee disagrees with the disciplinary action imposed, the employee and/or the C.S.E.A. may submit a grievance at the Step 2 level of the Grievance Procedure as specified in Article Twenty-Four (24) of this Agreement.

Failure to submit a grievance within ten (10) working days of the date of personal delivery or the date on the postal return receipt will constitute acceptance of the imposed penalty by the employee and the C.S.E.A., and the objection will be deemed irrevocably abandoned. The time limits hereinabove specified may only be extended by the mutual written agreement of the C.S.E.A. Unit President and County Personnel Officer.

(F) An employee shall have the right to be represented in disciplinary matters by a C.S.E.A. representative if the employee elects to do so.

An employee may waive his/her rights to the procedure as outlined herein and informally resolve the disciplinary matter by settlement with the Department Head. Any settlement agreed upon between the parties shall be reduced to writing and shall be final and binding upon all parties.

(G) No disciplinary action shall be commenced by the County more than two (2) years after the occurrence of the alleged act(s) for which discipline is being considered provided, however, that such time limitation shall not apply where the act(s) would, if proved in a court of appropriate jurisdiction, constitute a crime.

(H) An employee who has been served with a notice of discipline may be suspended without pay for a period not to exceed thirty (30) days pending final determination of the matter.

#### **ARTICLE TWENTY-SIX**

##### **DURATION**

(A) Except as here in otherwise provided, this Agreement shall be in effect as of January 1, 2009, and will remain in effect through December 31, 2013.

(B) Either party desiring to change this Agreement must notify the other at a time to be no less than one hundred and twenty (120) days before the budget formation date. The notice for change shall be in writing and shall state the nature of change desired.

(C) This Agreement may be amended or supplemented during the life of the Agreement only by further written agreement executed by the parties. Any such negotiations shall be limited to subjects agreed to by the parties prior to the commencement of such negotiations.

(D) There shall be a joint bargaining committee representing the Association and the County. The Association may designate seven (7) delegates to serve as a negotiating committee and such employees shall be paid their regular salary for all hours actually spent negotiating during their normal working hours. Time spent attending contract negotiations before or after their regularly scheduled work hours will not be paid.

(E) The cost of printing the labor agreement shall be shared equally between the County and the Association.

#### **ARTICLE TWENTY-SEVEN**

##### **SAVINGS CLAUSE**

If any article or section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or, if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addendums shall not be affected.

**ARTICLE TWENTY-EIGHT  
STATUTORY COMPLIANCE**

Both parties acknowledge and agree that the County shall take any and all action necessary to ensure compliance with the Americans with Disabilities Act of 1990 and any regulations promulgated there under.

The parties further agree that the Association shall not be responsible for the costs of any reasonable accommodation associated with such compliance.

**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 ADDITIONAL FUNDS THEREFORE, NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.**


The parties hereto have executed or caused to be executed this Agreement. In witness whereof, the parties hereto have signed their names.

For the CSEA, Inc., Local 1000 AFSCME,  
AFL – CIO

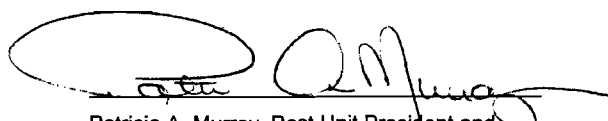
  
Gerald Phelan, Labor Relations Specialist

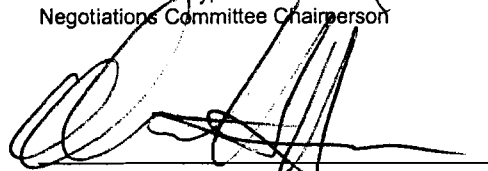
5/25/10  
Date

For the County of Chenango

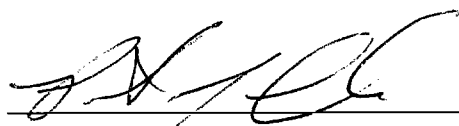
  
Richard B. Decker, Chairman, Board of  
Supervisors

5/27/10  
Date

  
Patricia A. Murray, Past Unit President and  
Negotiations Committee Chairperson

  
Olivia H. Hess

Ellen P. Cleveland  
Ellen P. Cleveland

  
Patrick J. Collins

Susan J. Seneck  
Susan J. Seneck, Unit President

**APPENDIX A**  
**2009 - 2013 SALARY SCHEDULE**

<b>Grade 7</b>	<b>EFF. DATE</b>	<b>SALARY RANGE</b>	<b>PROMOTION INCREMENT</b>	<b>START RATE</b>
Aging Services Aide	1/1/09	\$9.42 - \$11.14	\$0.47	\$9.42
Food Service Helper	1/1/10	\$9.84 - \$11.64	\$0.49	\$9.84
Homemaker	1/1/11	\$10.23 - \$12.11	\$0.51	\$10.23
	1/1/12	\$10.64 - \$12.59	\$0.53	\$10.64
	1/1/13	\$11.07 - \$13.09	\$0.55	\$11.07
<b>Grade 7A</b>	<b>EFF. DATE</b>	<b>SALARY RANGE</b>	<b>PROMOTION INCREMENT</b>	<b>START RATE</b>
Cook	1/1/09	\$9.32 - \$11.24	\$0.47	\$9.32
	1/1/10	\$9.74 - \$11.75	\$0.49	\$9.74
	1/1/11	\$10.13 - \$12.22	\$0.51	\$10.13
	1/1/12	\$10.54 - \$12.71	\$0.53	\$10.54
	1/1/13	\$10.96 - \$13.22	\$0.55	\$10.96
<b>Grade 8</b>	<b>EFF. DATE</b>	<b>SALARY RANGE</b>	<b>PROMOTION INCREMENT</b>	<b>START RATE</b>
	1/1/09	\$9.74 - \$11.61	\$0.49	\$9.74
	1/1/10	\$10.18 - \$12.13	\$0.51	\$10.18
	1/1/11	\$10.59 - \$12.62	\$0.53	\$10.59
	1/1/12	\$11.01 - \$13.12	\$0.55	\$11.01
	1/1/13	\$11.45 - \$13.64	\$0.57	\$11.45
<b>Grade 8A</b>	<b>EFF. DATE</b>	<b>SALARY RANGE</b>	<b>PROMOTION INCREMENT</b>	<b>START RATE</b>
	1/1/09	\$9.66 - \$12.28	\$0.48	\$9.66
	1/1/10	\$10.09 - \$12.83	\$0.50	\$10.09
	1/1/11	\$10.49 - \$13.34	\$0.52	\$10.49
	1/1/12	\$10.91 - \$13.87	\$0.55	\$10.91
	1/1/13	\$11.35 - \$14.42	\$0.57	\$11.35
<b>Grade 9</b>	<b>EFF. DATE</b>	<b>SALARY RANGE</b>	<b>PROMOTION INCREMENT</b>	<b>START RATE</b>
Clerk	1/1/09	\$10.11 - \$12.13	\$0.51	\$10.11
Community Services Worker	1/1/10	\$10.56 - \$12.68	\$0.53	\$10.56
Mental Health Assistant	1/1/11	\$10.98 - \$13.19	\$0.55	\$10.98
Receptionist-Typist	1/1/12	\$11.42 - \$13.72	\$0.57	\$11.42
Site Manager	1/1/13	\$11.88 - \$14.27	\$0.59	\$11.88
Typist				
<b>Grade 9A</b>	<b>EFF. DATE</b>	<b>SALARY RANGE</b>	<b>PROMOTION INCREMENT</b>	<b>START RATE</b>
Custodial Worker	1/1/09	\$10.02 - \$12.82	\$0.50	\$10.02
	1/1/10	\$10.47 - \$13.40	\$0.52	\$10.17
	1/1/11	\$10.89 - \$13.94	\$0.54	\$10.89
	1/1/12	\$11.33 - \$14.50	\$0.57	\$11.33
	1/1/13	\$11.78 - \$15.08	\$0.59	\$11.78
<b>Grade 10</b>	<b>EFF. DATE</b>	<b>SALARY RANGE</b>	<b>PROMOTION INCREMENT</b>	<b>START RATE</b>
Home Health Aide	1/1/09	\$10.42 - \$12.71	\$0.52	\$10.42
	1/1/10	\$10.89 - \$13.28	\$0.54	\$10.89
	1/1/11	\$11.33 - \$13.81	\$0.57	\$11.33
	1/1/12	\$11.78 - \$14.36	\$0.59	\$11.78
	1/1/13	\$12.25 - \$14.93	\$0.61	\$12.25
<b>Grade 10A</b>	<b>EFF. DATE</b>	<b>SALARY RANGE</b>	<b>PROMOTION INCREMENT</b>	<b>START RATE</b>
Residential Aide	1/1/09	\$10.32 - \$13.38	\$0.52	\$10.32
	1/1/10	\$10.78 - \$13.98	\$0.54	\$10.78
	1/1/11	\$11.21 - \$14.54	\$0.56	\$11.21
	1/1/12	\$11.66 - \$15.12	\$0.58	\$11.66
	1/1/13	\$12.13 - \$15.72	\$0.61	\$12.13
<b>Grade 11</b>	<b>EFF. DATE</b>	<b>SALARY RANGE</b>	<b>PROMOTION INCREMENT</b>	<b>START RATE</b>
Account Clerk	1/1/09	\$10.85 - \$13.23	\$0.54	\$10.85
Account Clerk/Typist	1/1/10	\$11.34 - \$13.83	\$0.57	\$11.34

Data Base Clerk	1/1/11	\$11.79 - \$14.38	\$0.59	\$11.79
Data Entry Operator	1/1/12	\$12.26 - \$14.96	\$0.61	\$12.26
Delinquent Tax Clerk	1/1/13	\$12.75 - \$15.56	\$0.64	\$12.75
Program Aide				
Senior Clerk				
Senior Typist				
Tax Map Technician Trainee				
<b>Grade 11A</b>	<b>EFF. DATE</b>	<b>SALARY RANGE</b>	<b>PROMOTION INCREMENT</b>	<b>START RATE</b>
Senior Custodial Worker	1/1/09	\$10.74 - \$13.99	\$0.54	\$10.74
Senior Residential Aide	1/1/10	\$11.22 - \$14.62	\$0.56	\$11.22
Weigh Station Operator	1/1/11	\$11.67 - \$15.20	\$0.58	\$11.67
	1/1/12	\$12.14 - \$15.81	\$0.61	\$12.14
	1/1/13	\$12.63 - \$16.44	\$0.63	\$12.63
<b>Grade 12</b>	<b>EFF. DATE</b>	<b>SALARY RANGE</b>	<b>PROMOTION INCREMENT</b>	<b>START RATE</b>
Motor Vehicle Clerk	1/1/09	\$11.32 - \$13.85	\$0.57	\$11.32
Recording Clerk	1/1/10	\$11.83 - \$14.47	\$0.59	\$11.83
	1/1/11	\$12.30 - \$15.05	\$0.62	\$12.30
	1/1/12	\$12.79 - \$15.65	\$0.64	\$12.79
	1/1/13	\$13.30 - \$16.28	\$0.67	\$13.30
<b>Grade 12A</b>	<b>EFF. DATE</b>	<b>SALARY RANGE</b>	<b>PROMOTION INCREMENT</b>	<b>START RATE</b>
	1/1/09	\$11.24 - \$14.66	\$0.56	\$11.24
	1/1/10	\$11.75 - \$15.32	\$0.59	\$11.75
	1/1/11	\$12.22 - \$15.93	\$0.61	\$12.22
	1/1/12	\$12.71 - \$16.57	\$0.64	\$12.71
	1/1/13	\$13.22 - \$17.23	\$0.66	\$13.22
<b>Grade 13</b>	<b>EFF. DATE</b>	<b>SALARY RANGE</b>	<b>PROMOTION INCREMENT</b>	<b>START RATE</b>
	1/1/09	\$11.82 - \$14.45	\$0.59	\$11.82
	1/1/10	\$12.35 - \$15.10	\$0.62	\$12.35
	1/1/11	\$12.84 - \$15.70	\$0.64	\$12.84
	1/1/12	\$13.35 - \$16.33	\$0.67	\$13.35
	1/1/13	\$13.88 - \$16.98	\$0.69	\$13.88
<b>Grade 13A</b>	<b>EFF. DATE</b>	<b>SALARY RANGE</b>	<b>PROMOTION INCREMENT</b>	<b>START RATE</b>
Senior Cook	1/1/09	\$11.74 - \$15.31	\$0.59	\$11.74
	1/1/10	\$12.27 - \$16.00	\$0.61	\$12.27
	1/1/11	\$12.76 - \$16.64	\$0.64	\$12.76
	1/1/12	\$13.27 - \$17.31	\$0.66	\$13.27
	1/1/13	\$13.80 - \$18.00	\$0.69	\$13.80
<b>Grade 14</b>	<b>EFF. DATE</b>	<b>SALARY RANGE</b>	<b>PROMOTION INCREMENT</b>	<b>START RATE</b>
Historical Research Assistant	1/1/09	\$12.36 - \$15.13	\$0.62	\$12.36
Real Property Tax Information Aide	1/1/10	\$12.92 - \$15.81	\$0.65	\$12.92
Senior Account Clerk	1/1/11	\$13.44 - \$16.44	\$0.67	\$13.44
Senior Account Clerk/Typist	1/1/12	\$13.98 - \$17.10	\$0.70	\$13.98
Social Welfare Examiner	1/1/13	\$14.54 - \$17.78	\$0.73	\$14.54
Support Investigator				
Tax Map Technician				
<b>Grade 14A</b>	<b>EFF. DATE</b>	<b>SALARY RANGE</b>	<b>PROMOTION INCREMENT</b>	<b>START RATE</b>
Building Maintenance Worker	1/1/09	\$12.28 - \$16.03	\$0.61	\$12.28
Engineering Aide	1/1/10	\$12.83 - \$16.75	\$0.64	\$12.83
	1/1/11	\$13.34 - \$17.42	\$0.67	\$13.34
	1/1/12	\$13.87 - \$18.12	\$0.69	\$13.87
	1/1/13	\$14.42 - \$18.84	\$0.72	\$14.42
<b>Grade 15</b>	<b>EFF. DATE</b>	<b>SALARY RANGE</b>	<b>PROMOTION INCREMENT</b>	<b>START RATE</b>
Public Health Technician	1/1/09	\$12.86 - \$15.79	\$0.64	\$12.86
Senior Motor Vehicle Clerk	1/1/10	\$13.44 - \$16.50	\$0.67	\$13.44
Senior Recording Clerk	1/1/11	\$13.98 - \$17.16	\$0.70	\$13.98
	1/1/12	\$14.54 - \$17.85	\$0.73	\$14.54
	1/1/13	\$15.12 - \$18.56	\$0.76	\$15.12

<b>Grade 15A</b>	<b>EFF. DATE</b>	<b>SALARY RANGE</b>	<b>PROMOTION INCREMENT</b>	<b>START RATE</b>
Waste Management Program	1/1/09	\$12.80 - \$16.77	\$0.64	\$12.80
Assistant	1/1/10	\$13.38 - \$17.52	\$0.67	\$13.38
	1/1/11	\$13.92 - \$18.22	\$0.70	\$13.92
	1/1/12	\$14.48 - \$18.95	\$0.72	\$14.48
	1/1/13	\$15.06 - \$19.71	\$0.75	\$15.06
<b>Grade 16</b>	<b>EFF. DATE</b>	<b>SALARY RANGE</b>	<b>PROMOTION INCREMENT</b>	<b>START RATE</b>
Aging Services Program	1/1/09	\$13.49 - \$16.50	\$0.67	\$13.49
Coordinator	1/1/10	\$14.10 - \$17.24	\$0.71	\$14.10
Computer Operator	1/1/11	\$14.66 - \$17.93	\$0.73	\$14.66
Delinquent Tax Enforcement	1/1/12	\$15.25 - \$18.65	\$0.76	\$15.25
Assistant	1/1/13	\$15.86 - \$19.40	\$0.79	\$15.86
Employment and Training Assistant				
Principal Account Clerk				
Secretary				
Senior Data Entry Operator				
Senior Tax Map Technician				
Social Services Fraud Investigator				
<b>Grade 16A</b>	<b>EFF. DATE</b>	<b>SALARY RANGE</b>	<b>PROMOTION INCREMENT</b>	<b>START RATE</b>
Engineering Technician	1/1/09	\$13.37 - \$17.54	\$0.67	\$13.37
	1/1/10	\$13.97 - \$18.33	\$0.70	\$13.97
	1/1/11	\$14.53 - \$19.06	\$0.73	\$14.53
	1/1/12	\$15.11 - \$19.82	\$0.76	\$15.11
	1/1/13	\$15.71 - \$20.61	\$0.79	\$15.71
<b>Grade 17</b>	<b>EFF. DATE</b>	<b>SALARY RANGE</b>	<b>PROMOTION INCREMENT</b>	<b>START RATE</b>
Budget Technician	1/1/09	\$14.08 - \$17.26	\$0.70	\$14.08
Computer Programmer/Analyst Trainee	1/1/10	\$14.71 - \$18.04	\$0.74	\$14.71
Licensed Practical Nurse	1/1/11	\$15.30 - \$18.76	\$0.77	\$15.30
Senior Social Welfare Examiner	1/1/12	\$15.91 - \$19.51	\$0.80	\$15.91
Senior Support Investigator	1/1/13	\$16.55 - \$20.29	\$0.83	\$16.55
<b>Grade 17A</b>	<b>EFF. DATE</b>	<b>SALARY RANGE</b>	<b>PROMOTION INCREMENT</b>	<b>START RATE</b>
	1/1/09	\$14.00 - \$18.29	\$0.70	\$14.00
	1/1/10	\$14.63 - \$19.11	\$0.73	\$14.63
	1/1/11	\$15.22 - \$19.87	\$0.76	\$15.22
	1/1/12	\$15.83 - \$20.66	\$0.79	\$15.83
	1/1/13	\$16.46 - \$21.49	\$0.82	\$16.46
<b>Grade 18</b>	<b>EFF. DATE</b>	<b>SALARY RANGE</b>	<b>PROMOTION INCREMENT</b>	<b>START RATE</b>
Outreach Worker	1/1/09	\$14.72 - \$18.06	\$0.74	\$14.72
	1/1/10	\$15.39 - \$18.87	\$0.77	\$15.38
	1/1/11	\$16.00 - \$19.62	\$0.80	\$16.00
	1/1/12	\$16.64 - \$20.40	\$0.83	\$16.64
	1/1/13	\$17.31 - \$21.22	\$0.87	\$17.31
<b>Grade 18A</b>	<b>EFF. DATE</b>	<b>SALARY RANGE</b>	<b>PROMOTION INCREMENT</b>	<b>START RATE</b>
Food Service Manager	1/1/09	\$14.66 - \$18.61	\$0.73	\$14.66
Recycling Supervisor	1/1/10	\$15.32 - \$19.45	\$0.77	\$15.32
	1/1/11	\$15.93 - \$20.23	\$0.80	\$15.93
	1/1/12	\$16.57 - \$21.04	\$0.83	\$16.57
	1/1/13	\$17.23 - \$21.88	\$0.86	\$17.23
<b>Grade 19</b>	<b>EFF. DATE</b>	<b>SALARY RANGE</b>	<b>PROMOTION INCREMENT</b>	<b>START RATE</b>
Building Inspector	1/1/09	\$15.37 - \$18.88	\$0.77	\$15.37
Probation Officer Trainee	1/1/10	\$16.06 - \$19.73	\$0.80	\$16.06
	1/1/11	\$16.70 - \$20.52	\$0.84	\$16.70
	1/1/12	\$17.37 - \$21.34	\$0.87	\$17.37
	1/1/13	\$18.06 - \$22.19	\$0.90	\$18.06

<b>Grade 20</b>	<b>EFF. DATE</b>	<b>SALARY RANGE</b>	<b>PROMOTION INCREMENT</b>	<b>START RATE</b>
Case Manager	1/1/09	\$16.08 - \$19.77	\$0.80	\$16.08
Caseworker	1/1/10	\$16.80 - \$20.66	\$0.84	\$16.80
Chemical Addiction Counselor	1/1/11	\$17.47 - \$21.49	\$0.87	\$17.47
Computer Programmer/Analyst	1/1/12	\$18.17 - \$22.35	\$0.91	\$18.17
Early Intervention Services Coordinator	1/1/13	\$18.90 - \$23.24	\$0.95	\$18.90
Employment and Training Counselor				
Network Technician				
Principal Social Welfare Examiner				
Probation Officer				
Public Health Sanitarian				
Supervising Support Investigator				
<b>Grade 21</b>	<b>EFF. DATE</b>	<b>SALARY RANGE</b>	<b>PROMOTION INCREMENT</b>	<b>START RATE</b>
Senior Computer Programmer/Analyst	1/1/09	\$16.82 - \$20.79	\$0.84	\$16.82
	1/1/10	\$17.58 - \$21.73	\$0.88	\$17.58
	1/1/11	\$18.28 - \$22.60	\$0.91	\$18.28
	1/1/12	\$19.01 - \$23.50	\$0.95	\$19.01
	1/1/13	\$19.77 - \$24.44	\$0.99	\$19.77
<b>Grade 22</b>	<b>EFF. DATE</b>	<b>SALARY RANGE</b>	<b>PROMOTION INCREMENT</b>	<b>START RATE</b>
Club Manager	1/1/09	\$17.63 - \$21.78	\$0.88	\$17.63
Employment and Training Coordinator	1/1/10	\$18.42 - \$22.76	\$0.92	\$18.42
Planner	1/1/11	\$19.16 - \$23.67	\$0.96	\$19.16
Public Health Educator	1/1/12	\$19.93 - \$24.62	\$1.00	\$19.93
Senior Case Manager	1/1/13	\$20.73 - \$25.60	\$1.04	\$20.73
Senior Caseworker				
Senior Chemical Addiction Counselor				
Senior Probation Officer				
Senior Public Health Sanitarian				
Staff Development Coordinator				
<b>Grade 23</b>	<b>EFF. DATE</b>	<b>SALARY RANGE</b>	<b>PROMOTION INCREMENT</b>	<b>START RATE</b>
	1/1/09	\$18.45 - \$22.81	\$0.92	\$18.45
	1/1/10	\$19.28 - \$23.84	\$0.96	\$19.28
	1/1/11	\$20.05 - \$24.79	\$1.00	\$20.05
	1/1/12	\$20.85 - \$25.78	\$1.04	\$20.85
	1/1/13	\$21.68 - \$26.81	\$1.08	\$21.68
<b>Grade 24</b>	<b>EFF. DATE</b>	<b>SALARY RANGE</b>	<b>PROMOTION INCREMENT</b>	<b>START RATE</b>
Case Supervisor Grade B	1/1/09	\$19.30 - \$23.84	\$0.97	\$19.30
Supervising Probation Officer	1/1/10	\$20.17 - \$24.91	\$1.01	\$20.17
	1/1/11	\$20.98 - \$25.91	\$1.05	\$20.98
	1/1/12	\$21.82 - \$26.95	\$1.09	\$21.82
	1/1/13	\$22.69 - \$28.03	\$1.13	\$22.69
<b>Grade 25</b>	<b>EFF. DATE</b>	<b>SALARY RANGE</b>	<b>PROMOTION INCREMENT</b>	<b>START RATE</b>
	1/1/09	\$20.19 - \$24.86	\$1.01	\$20.19
	1/1/10	\$21.10 - \$25.98	\$1.06	\$21.10
	1/1/11	\$21.94 - \$27.02	\$1.10	\$21.94
	1/1/12	\$22.82 - \$28.10	\$1.14	\$22.82
	1/1/13	\$23.73 - \$29.22	\$1.19	\$23.73
<b>Grade 26</b>	<b>EFF. DATE</b>	<b>SALARY RANGE</b>	<b>PROMOTION INCREMENT</b>	<b>START RATE</b>
Community Mental Health Nurse	1/1/09	\$21.14 - \$26.03	\$1.06	\$21.14
	1/1/10	\$22.09 - \$27.20	\$1.10	\$22.09
	1/1/11	\$22.97 - \$28.29	\$1.15	\$22.97
	1/1/12	\$23.89 - \$29.42	\$1.19	\$23.89
	1/1/13	\$24.85 - \$30.60	\$1.24	\$24.85
<b>Grade 27</b>	<b>EFF. DATE</b>	<b>SALARY RANGE</b>	<b>PROMOTION INCREMENT</b>	<b>START RATE</b>
	1/1/09	\$22.12 - \$27.27	\$1.11	\$22.12
	1/1/10	\$23.12 - \$28.50	\$1.16	\$23.12
	1/1/11	\$24.04 - \$29.64	\$1.20	\$24.04

	1/1/12	\$25.00 - \$30.83	\$1.25	\$25.00
	1/1/13	\$26.00 - \$32.06	\$1.30	\$26.00
<b>Grade 28</b>	<b>EFF. DATE</b>	<b>SALARY RANGE</b>	<b>PROMOTION INCREMENT</b>	<b>START RATE</b>
	1/1/09	\$23.13 - \$28.52	\$1.16	\$23.13
	1/1/10	\$24.17 - \$29.80	\$1.21	\$24.17
	1/1/11	\$25.14 - \$30.99	\$1.26	\$25.14
	1/1/12	\$26.15 - \$32.23	\$1.31	\$26.15
	1/1/13	\$27.20 - \$33.52	\$1.36	\$27.20
<b>Grade 29</b>	<b>EFF. DATE</b>	<b>SALARY RANGE</b>	<b>PROMOTION INCREMENT</b>	<b>START RATE</b>
Staff Social Worker	1/1/09	\$24.23 - \$29.96	\$1.21	\$24.23
	1/1/10	\$25.32 - \$31.31	\$1.27	\$25.32
	1/1/11	\$26.33 - \$32.56	\$1.32	\$26.33
	1/1/12	\$27.38 - \$33.86	\$1.37	\$27.38
	1/1/13	\$28.48 - \$35.21	\$1.42	\$28.48
<b>Grade 30</b>	<b>EFF. DATE</b>	<b>SALARY RANGE</b>	<b>PROMOTION INCREMENT</b>	<b>START RATE</b>
Senior Social Worker	1/1/09	\$25.44 - \$31.41	\$1.27	\$25.44
	1/1/10	\$26.58 - \$32.82	\$1.33	\$26.58
	1/1/11	\$27.64 - \$34.13	\$1.38	\$27.64
	1/1/12	\$28.75 - \$35.50	\$1.44	\$28.75
	1/1/13	\$29.90 - \$36.92	\$1.50	\$29.90
<b>Grade 31</b>	<b>EFF. DATE</b>	<b>SALARY RANGE</b>	<b>PROMOTION INCREMENT</b>	<b>START RATE</b>
	1/1/09	\$26.61 - \$32.90	\$1.33	\$26.61
	1/1/10	\$27.81 - \$34.38	\$1.39	\$27.81
	1/1/11	\$28.92 - \$35.76	\$1.45	\$28.92
	1/1/12	\$30.08 - \$37.19	\$1.50	\$30.08
	1/1/13	\$31.28 - \$38.68	\$1.56	\$31.28
<b>Grade 32</b>	<b>EFF. DATE</b>	<b>SALARY RANGE</b>	<b>PROMOTION INCREMENT</b>	<b>START RATE</b>
	1/1/09	\$27.92 - \$33.73	\$1.40	\$27.92
	1/1/10	\$29.18 - \$35.25	\$1.46	\$29.18
	1/1/11	\$30.35 - \$36.66	\$1.52	\$30.35
	1/1/12	\$31.56 - \$38.13	\$1.58	\$31.56
	1/1/13	\$32.82 - \$39.66	\$1.64	\$32.82
<b>Grade 33</b>	<b>EFF. DATE</b>	<b>SALARY RANGE</b>	<b>PROMOTION INCREMENT</b>	<b>START RATE</b>
	1/1/09	\$29.22 - \$34.61	\$1.46	\$29.22
	1/1/10	\$30.53 - \$36.17	\$1.53	\$30.53
	1/1/11	\$31.75 - \$37.62	\$1.59	\$31.75
	1/1/12	\$33.02 - \$39.12	\$1.65	\$33.02
	1/1/13	\$34.34 - \$40.68	\$1.72	\$34.34

#### DEPARTMENT OF PUBLIC WORKS HIRE RATES

<b>Title</b>	<b>HIRE RATE</b>	<b>PROMOTION INCREMENT</b>	<b>HIRE RATE</b>	<b>PROMOTION INCREMENT</b>
	EFF. 1/1/09	EFF. 1/1/09	EFF. 1/1/10	EFF. 1/1/10
Laborer	\$11.21	\$0.56	\$11.71	\$0.59
Recycling Attendant				
Light Motor Equipment Operator	\$11.56	\$0.58	\$12.08	\$0.60
Stock Room Helper	\$11.84	\$0.59	\$12.37	\$0.62
Senior Recycling Attendant	\$11.98	\$0.60	\$12.52	\$0.63
Automotive Stock Clerk	\$12.44	\$0.62	\$13.00	\$0.65
Motor Equipment Operator				
Timekeeper				
Heavy Motor Equipment Operator	\$14.14	\$0.71	\$14.78	\$0.74
Mechanic	\$14.27	\$0.71	\$14.91	\$0.75
Bridge Crew Supervisor	\$16.24	\$0.81	\$16.97	\$0.85
Road Maintenance Supervisor				
Sign Maintenance Supervisor				
Automotive Mechanic Supervisor				



<b>Title</b>	<b>HIRE RATE</b> EFF. 1/1/11	<b>PROMOTION INCREMENT</b> EFF. 1/1/11	<b>HIRE RATE</b> EFF. 1/1/12	<b>PROMOTION INCREMENT</b> EFF. 1/1/12
Laborer	\$12.18	\$0.61	\$12.67	\$0.63
Recycling Attendant				
Light Motor Equipment Operator	\$12.56	\$0.63	\$13.06	\$0.65
Stock Room Helper	\$12.86	\$0.64	\$13.37	\$0.67
Senior Recycling Attendant	\$13.02	\$0.65	\$13.54	\$0.68
Automotive Stock Clerk	\$13.52	\$0.68	\$14.06	\$0.70
Motor Equipment Operator				
Timekeeper				
Heavy Motor Equipment Operator	\$15.37	\$0.77	\$15.98	\$0.80
Mechanic	\$15.58	\$0.78	\$16.20	\$0.81
Bridge Crew Supervisor	\$17.65	\$0.88	\$18.36	\$0.92
Road Maintenance Supervisor				
Sign Maintenance Supervisor				
Automotive Mechanic Supervisor				

<b>Title</b>	<b>HIRE RATE</b> EFF. 1/1/13	<b>PROMOTION INCREMENT</b> EFF. 1/1/13
Laborer	\$13.18	\$0.66
Recycling Attendant		
Light Motor Equipment Operator	\$13.58	\$0.68
Stock Room Helper	\$13.90	\$0.70
Senior Recycling Attendant	\$14.08	\$0.70
Automotive Stock Clerk	\$14.62	\$0.73
Motor Equipment Operator		
Timekeeper		
Heavy Motor Equipment Operator	\$16.62	\$0.83
Mechanic	\$16.85	\$0.84
Bridge Crew Supervisor	\$19.09	\$0.95
Road Maintenance Supervisor		
Sign Maintenance Supervisor		
Automotive Mechanic Supervisor		

**APPENDIX B**  
**PERB LIST OF MANAGERIAL/CONFIDENTIAL POSITIONS**

Accounting Supervisor Grade B	
(Deputy Commissioner) .....	M/C
Administrative Assistant (DPW) .....	C
Administrative Assistant (Mental Health) .....	C
Administrative Assistant (Social Services) .....	C
Administrative Services Officer (2) .....	C
Administrator of Self Insurance .....	M/C
Airport Administrator .....	M/C
Alcohol & Drug Abuse Services	
Program Coordinator .....	M/C
Assistant County Attorney (3) .....	C
Assistant County Home Administrator .....	C
Assistant Director of Real Property Tax Services ...	C
Assistant District Attorney (3) .....	M/C
Assistant Journal Clerk (Board of Supervisors) .....	C
Assistant Medical Examiners .....	M/C
Assistant Public Defenders .....	M/C
Assistant Superintendent of Buildings & Grounds ..	C
Attorney, Social Services (2) .....	C
Bio-Terrorism Coordinator .....	C
Budget Clerk, Senior Account Clerk .....	C
Budget Officer .....	M/C
Case Supervisor Grade A	
2nd Deputy Commissioner .....	M/C
Chaplain-Jail .....	M
Chaplain-Social Services .....	M
Civil Defense Administrative Officer .....	M
Civil Defense Director .....	M
Clerk, Board of Supervisors and County Auditor ....	M/C
Code Enforcement Officer .....	M
Commissioner, Social Services .....	M/C
Continuing Day Treatment Program Coordinator ....	M/C
Coordinator of Services for the Aging .....	C
County Attorney .....	C
County Clerk .....	M
County Fire Coordinator .....	M
County Historian .....	M
County Planner .....	M/C
County Sealer of Weights and Measures .....	M
County Treasurer .....	M/C
Deputy Budget Officer .....	M/C
Deputy Commissioner, Social Services .....	M/C
Deputy County Auditor & Clerk of the Board .....	M/C
Deputy County Clerk (2) .....	M/C
Deputy County Fire Coordinator .....	C
Deputy County Historian .....	M
Deputy County Treasurer(2) .....	M/C
Deputy Director of Information Technology .....	M
Deputy Director Real Property .....	M/C
Deputy Director of Public Works .....	M/C
Director, Community Services .....	M/C
Director of Information Technology .....	M
Director, Environmental Health Services .....	M/C
Director, Office for the Aging .....	M/C
Director of Children's Services .....	M/C
Director of Public Works .....	M/C
Director, Patient Services .....	M/C
Director, Real Property Tax Services I .....	M/C
Director, Youth Bureau .....	M/C
Disbursement Clerk .....	C
District Attorney .....	M/C
Drinking Water Program Administrator .....	M/C

Election Commissioners .....	M/C
Employment and Training Director II .....	M/C
Executive Secretary to County Traffic Safety Bd ....	C
First Assistant to District Attorney .....	M/C
Head Social Welfare Examiner .....	C
Journal Clerk .....	M/C
Landfill Supervisors .....	M/C
Medical Director. Physically Handicapped Children	M
Medical Examiner .....	M/C
Mental Health Clinic Treatment Program Coordinator	M/C
Nutrition Services Coordinator .....	M
Park Manager (Cook Park) .....	M
Personnel Clerks .....	C
Personnel Officer .....	M/C
Personnel Technician .....	C
Principal Account Clerk (Claims Investigator) .....	C
Printing Supervisor (Director of Central Services) ..	M
Probation Director I .....	M
Public Defender .....	M/C
Public Health Director .....	M/C
Records Management Officer .....	C
Rights of Way Agent .....	M/C
Risk Manager .....	M/C
Secretaries to Assistant County Attorney (2) .....	C
Secretaries to Assistant District Attorneys .....	C
Secretaries to Assistant Public Defenders .....	C
Secretary to Clerk to Board of Supervisors/County Auditor .....	C
Secretary to County Attorney .....	C
Secretary to District Attorney .....	C
Secretary to Public Defender .....	C
Senior Election Clerks .....	C
Senior Employment and Training Coordinator .....	M/C
Senior Engineer .....	M
Sheriff .....	M/C
Social Services Computer Operations Coordinator	M/C
Staff Psychiatrist(2) .....	M
Stenographer (Board of Supervisors) .....	C
Stop DWI Program Coordinator .....	M/C
Superintendent of Buildings and Grounds .....	M
Superintendent of County Home .....	M
Supervising Psychiatrist .....	M
Supervising Public Health Nurses .....	M/C
Supervisor, Emergency Medical .....	C
Supervisor, Fire Investigation .....	C
Supervisor, Fire Training .....	C
Traffic Safety Board Executive Director .....	M
Typist (District Attorney's Office) .....	C
Undersheriff .....	M/C
Veterinarian .....	M

**APPENDIX C**  
**CHENANGO COUNTY - PERFORMANCE REVIEW**

Name \_\_\_\_\_ Title \_\_\_\_\_

Department \_\_\_\_\_ Date \_\_\_\_\_

Instructions: To be used for consideration of salary increase. First review must be at least 60 days before decision on increase.

1. Consider all phases of employees assigned work.
2. Note specific areas requiring improvement and necessary action to meet satisfactory level.
3. If overall rating on 1st or 2nd review is unsatisfactory, set up next review 30 days or more later.
4. At 2nd review discuss progress or lack of it, explore problems preventing progress and suggest further action for improvement.
5. 3rd review, if necessary, 30 days or more after 2nd, include salary decision.

1st Review \_\_\_\_\_

This review is (check one) 2nd Review \_\_\_\_\_

3rd Review \_\_\_\_\_

Areas requiring improved performance:

Suggestions by supervisor for employee's improvement:

Employee's comments: \_\_\_\_\_

Employee's Signature

At this time overall performance is: (check one)

\_\_\_\_ Satisfactory for increase.

\_\_\_\_ Unsatisfactory

\_\_\_\_\_  
Employee's Signature

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
THE COUNTY OF CHENANGO  
AND  
THE CIVIL SERVICE  
EMPLOYEES ASSOCIATION, INC.  
CHENANGO COUNTY UNIT 6400 OF CHENANGO COUNTY LOCAL 809  
Effective 5/10/99**

WHEREAS, the County and the Association commenced negotiations on November 10, 1998 for a successor labor agreement to the 1996-98 collective bargaining agreement between the parties; and

WHEREAS, the Association urged the County to consider a career ladder for certain employees of the County's Department of Public Works; and

WHEREAS, the County and the Association recognize the value of implementing such a career ladder for the purpose of providing enhanced promotional opportunities for employees in the job title of Laborer within the Department of Public Works.

NOW, THEREFORE, it is hereby agreed that following ratification of the successor collective bargaining agreement between the parties for the period of 1999-2003, ten (10)\* existing Laborer positions shall be reclassified during the period of July 1, 1999 to September 30, 1999 to the title of "Light Motor Equipment Operator" with a July 1, 1999 minimum regular hourly wage rate for said position of \$8.32; and

IT IS HEREBY FURTHER AGREED that an employee who is promoted to the position of Light Motor Equipment Operator shall be entitled to receive a .42 cents per hour increase to his/her then current regular hourly wage rate,

or the said minimum rate of \$8.32 per hour, whichever is higher; and only those individuals employed in the title of Laborer as of December 31, 1998 shall be eligible for promotional consideration to such particular positions; and

IT IS HEREBY FURTHER AGREED that the characterization of such appointment as a "promotion" shall not constitute a binding precedent. Moreover, the parties hereby acknowledge and agree that the classification and/or reclassification of positions is a managerial prerogative and not subject to mandatory negotiations, and that the reclassifications at issue herein shall not obligate the County to any further reclassifications of any positions within the bargaining unit; and

IT IS HEREBY FURTHER AGREED that with regard to future vacancies within the Department of Public Works in general, the County will consider those employees of the Department who apply and meet the specifications for the position along with other eligible applicants, and as a general rule the senior employee will be awarded the position provided he/she is qualified and has a satisfactory work record. Article 20(E)(3) of the collective bargaining agreement shall not apply to the Department of Public Works; and

IT IS HEREBY FURTHER AGREED that if a Light Motor Equipment Operator is promoted to Motor Equipment Operator, that individual shall be entitled to receive either the promotional wage adjustment under Article 6(C)(3) of the collective bargaining agreement, or the regular hourly wage rate of the lowest paid Motor Equipment Operator at that time, whichever is less; and

IT IS HEREBY FURTHER AGREED that this Memorandum of Understanding constitutes the entire agreement between the parties on the issues addressed herein, and shall be subject to the approval and ratification of the Chenango County Board of Supervisors.

\* NOTE: The ten Light Motor Equipment Operator positions were reduced to seven (7) by a Grievance Settlement dated July 13, 2000.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF CHENANGO  
AND  
THE CIVIL SERVICE  
EMPLOYEES ASSOCIATION  
Effective 2/27/91**

Regular full-time Department of Waste Management employees assigned to Landfill or Recycling operations are scheduled to work forty (40) hours per week, eight (8) hours per day, for five (5) consecutive days; either Monday through Friday or Tuesday through Saturday.

When a vacancy occurs in a landfill or recycling position, the senior employee within the Department of Waste Management holding the same job title will be given the choice to change to the vacant shift and pass day opening prior to posting the vacancy within the entire bargaining unit.

Nothing herein written shall be construed to restrict Management's right to reassign an employee to alternate pass days to allow the County to meet requirements of special operating conditions.

It is further understood that employees transferred to these positions from Refuse District #1, Refuse District #3 or BAGS landfill shall upon transfer be credited with an amount of vacation leave equal to that which they would have been eligible to receive had they been County employees since their date of hire with the district landfill.

Further, it is understood that transferred employees who receive health insurance offered through Chenango County shall continue to contribute the same contribution percentage for health insurance that they contributed prior to the transfer.

It is understood that the transferred employee's date of transfer shall be used to determine contractual benefits not specified above.

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE COUNTY OF CHENANGO  
AND  
CHENANGO COUNTY UNIT 6400  
OF CHENANGO COUNTY LOCAL 809  
OF THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.  
Effective 12/11/07**

The County of Chenango, hereinafter referred to as the "County", and Chenango County Unit 6400 of Chenango County Local 809 of the Civil Service Employees Association, Inc., hereinafter referred to as the "C.S.E.A." have reached the following agreement with regard to the hours of work for Custodial Worker position A6010.194.

Whereas, the County anticipates creating a new full-time position of Custodial Worker, budget line A6010.194, in the 2008 County budget; and

Whereas, the County is unsure at this time as to exactly which duties and responsibilities will be assigned to an incumbent appointed to this position in addition to those associated with building cleaning and minor maintenance and repairs of the Buildings and Grounds at the Chenango Family Resource Center (CFRC) located at the site of the former Sheriff's Office; and

Whereas, until an employee has actually been working in said Custodial Worker position for a period of time the County will not be able to determine with more certainty exactly what additional duties and responsibilities should be assigned to an incumbent serving in this position; and

Whereas, until all primary duties and responsibilities of this position are decided the County cannot with any certainty determine what hours of work an employee serving in this position should be assigned in order to best meet the County's operational needs; and

Whereas, this new position if created will be in the C.S.E.A. bargaining unit and any permanent changes or modifications to said bargaining unit employee's initially scheduled hours of work would be prohibited without first negotiating said change, the County and the C.S.E.A. have reached an agreement whereby the County will have the sole and exclusive right to change the hours of work of this position without further negotiation in accordance with the terms set forth below.

The C.S.E.A. and the County agree that the County shall have a maximum of a one (1) year trial period in which the County can assess whether or not a change in the initially assigned starting and quitting times for this position is needed, and that the County can prior to the expiration of said one (1) year trial period change or modify the starting and quitting time of this full-time Custodial Worker position without further negotiations.

The C.S.E.A. and the County have further agreed that said one year trial period shall commence when an appointment is made to the new position and have also agreed that any employee selected for appointment to this position shall be advised of this agreement during the selection process.

The C.S.E.A. and the County have also agreed that should the County determine during the one year trial period that a change of work hours is necessary, prior to implementing a permanent change in the work hours of this position the County shall notify the effected employee in writing of the new work hours at least twenty (20) calendar days prior to implementing the change in work hours.

It is understood by and between the County and the C.S.E.A. that the effective date of this Agreement shall be the date upon which it has been properly signed and dated by the County's and the C.S.E.A.'s representatives as set forth below.

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE COUNTY OF CHENANGO  
AND  
CHENANGO COUNTY UNIT 6400  
OF CHENANGO COUNTY LOCAL 809  
OF THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.  
Effective 12/30/07**

The County of Chenango, hereinafter referred to as the "County", and Chenango County Unit 6400 of Chenango County Local 809 of the Civil Service Employees Association, Inc., hereinafter referred to as the "C.S.E.A." have reached the following agreement with regard to extending the workday and increasing the workweek of the Food Service Manager position.

Whereas, the position of Food Service Manager will be eliminated from the Chenango County Area Agency on Aging budget effective close of business December 31, 2007 and will be created in the Chenango County Sheriff's Department budget effective January 1, 2008; and

Whereas, effective January 1, 2008 the central kitchen food service functions of the Chenango County Area Agency on Aging will be consolidated with the Chenango County Sheriff's Department's food service program; and

Whereas, upon the consolidation of these two (2) food service programs the duties and responsibilities of the position of Food Service Manager will be expanded to include the day-to-day supervision of the Chenango County Sheriff's Department food service program; and

Whereas, the County has determined that in order for an incumbent in the position of Food Service Manager to have sufficient time to perform the expanded scope of responsibilities of the position it will be necessary to increase the length of the workday and workweek of the Food Service Manager, it is hereby agreed by and between the County and the C.S.E.A. that effective January 1, 2008 the workday of the position of Food Service Manager will be changed from 7 ½ to 8 hours per day which will change the workweek of the Food Service Manager position from thirty seven and one half (37 ½) hours per week to forty (40) hours per week.

It is also understood by the C.S.E.A. that the County will reallocate the position of Food Service Manager from pay grade 15 of the Collective Bargaining Agreement to pay grade 18A of the Collective Bargaining Agreement effective January 1, 2008 when the scope of responsibilities of the position are expanded so that the position is allocated to a forty (40) hour workweek pay grade that is commensurate with the expanded duties and responsibilities of the position.

It is understood by and between the County and the C.S.E.A. that the effective date of this Agreement shall be the date upon which it has been properly signed and dated by the County's and the C.S.E.A.'s representatives as set forth below.



**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE COUNTY OF CHENANGO  
AND  
CHENANGO COUNTY UNIT 6400  
OF CHENANGO COUNTY LOCAL 809  
OF THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.  
Effective 9/27/07**

The County of Chenango, hereinafter referred to as the "County", and Chenango County Unit 6400 of Chenango County Local 809 of the Civil Service Employees Association, Inc., hereinafter referred to as the "C.S.E.A." have reached the following agreement with regard to changing the second shift starting and quitting times at the Preston Manor Home for adults, hereinafter referred to as "Preston Manor".

Whereas, the County has demonstrated to the satisfaction of the C.S.E.A. that operational needs dictate that the hours of work of second shift employees at Preston Manor be changed; and

Whereas, the full-time Preston Manor employees currently assigned to work second shift have acknowledged to both the County and the C.S.E.A. there is a need to change the second shift work hours;

It is hereby agreed by and between the County and the C.S.E.A. that the second shift normal workday at Preston Manor shall be changed from 2:00 p.m. to 10:30 p.m., to 2:30 p.m. to 11:00 p.m. It is understood by and between the County and the C.S.E.A. that this change in work hours will only affect the regular starting and quitting times for second shift and that the workday for full-time second shift employees of Preston Manor will continue to be 8 hours with an unpaid lunch period of a 30 minute duration, and two 15 minute break periods as specified in Section 5 of Article Five of the Collective Bargaining Agreement.

The County and the C.S.E.A. also mutually agree that this agreement to change the starting and quitting times for Preston Manor's second shift shall be non-precedent setting on both parties.

It is further agreed by and between the County and C.S.E.A. that the effective date of this Agreement shall be the date upon which it has been properly signed and dated by both the County's and the C.S.E.A.'s representative as set forth below, and it is also understood and agreed by and between the County and the C.S.E.A. that the County shall implement this agreed upon change in the second shift starting and quitting times as soon as practicable following the signing of this agreement by both parties.