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#820344

Agreement

By and between the

County of Westchester

and the

Civil Service Employees Association, Inc.

Local 1000, AFSCME, AFL-CIO

3/12/01

6,500 (general unit)

Westchester County Local 860
Unit 9200

Westchester gov.com

X- 12/31/01

1996 - 2001

AGREEMENT BETWEEN
COUNTY OF WESTCHESTER
AND
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000 - AFSCME/AFL-CIO
WESTCHESTER COUNTY- LOCAL 860
UNIT 9200
1996 - 2001

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THIS AGREEMENT, made the 2nd day of June, 1998, by and between the COUNTY OF WESTCHESTER, a municipal corporation of the STATE OF NEW YORK, and with offices in the County Office Building, 148 Martine Avenue, White Plains, New York, hereinafter designated as the "County" and THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES UNION, AFL-CIO, WESTCHESTER COUNTY LOCAL 860, UNIT 9200.

ARTICLE I

THE AGREEMENT

Section 1 - Definitions

Definitions as used herein, the following terms shall have these meanings:

"County" means the County of Westchester.

"Union" means Civil Service Employees Association, Inc., Local 1000, American Federation of State, County and Municipal Employees Union, AFL-CIO, Westchester County Local 860, Unit 9200. (Hereinafter CSEA/AFSCME.)

"Employee" means a person included in the negotiating unit defined in Section 2.

Section 2 - Negotiating Unit and Coverage

A. Negotiating Unit

The County-Employee negotiating unit in accordance with the Civil Service Law and Act number 84-1967 of the Board of Supervisors of Westchester County as amended to which the Agreement applies consists of all County Employees, excluding:

1. All Department Heads, Deputies, Division Heads and confidential employees.

2. All professional staff of the Westchester Community College directly involved in teaching, plus supporting professionals.

3. Lieutenants and Captains employed by the Westchester County Department of Public Safety Services, Police Division.

4. All police officers and sergeants employed by the Westchester County Department of Public Safety Services, Police Division.

5. All Employees employed by the County of Westchester as registered nurses.

6. All interns, residents, chief residents and fellows, both medical and dental, employed by the County of Westchester.

7. All Correction Officers employed by the Westchester County Department of Correction.

8. All District Attorney Investigators employed by the Westchester County District Attorney's Office.

9. All employees represented by the Westchester County Department of Correction Superior Officers Association.

10. Temporary Employees i.e. (who at the time of hire have knowledge that their employment does not constitute part of the regular County work force, but is limited to a special project with a defined duration).

11. All Employees represented by the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL-CIO, Local 456.

B. Coverage

The terms and conditions of the Agreement are applicable to all Employees except as provided for in Article IX and XV.

ARTICLE II

RECOGNITION AND PAYROLL DEDUCTIONS

Section 1 - Recognition

Based upon the Union's certification dated February 2, 1990, by the Westchester County Public Employment Relations Board, recognition is hereby confirmed and extended to the Union for the maximum period permitted by law.

Section 2 - Payroll Deductions/Agency Shop

A. Authorizations

1. Subject to reasonable procedural requirements, the County will honor, during their effective period, individual assignments signed by Employees authorizing deductions of membership dues and/or authorized insurance premiums of the Union.

2. All Employees, as defined by Article I, not desiring membership in the Union shall be required as a condition of employment to have deducted from their salaries a service charge for the administration of this Agreement and the representation of such Employees.

   The service charge for Employees shall be the amount equivalent to the amount of annual dues payable by a member of the Union in the full time or part-time category appropriate to the status of the Employee.

3. The County shall provide payroll deductions, as authorized in writing by each Employee, for a deferred compensation plan.

4. The County shall provide Employees with the option of having direct deposit of payroll checks.

B. Remittance

1. Dues and service charges will be deducted after each payroll period and will be remitted to the Union at the address designated by the Union in the same manner as currently established.

2. Reconciliation of dues and Agency Shop Fee deductions, indicating new Employees added to the payroll, and old Employees leaving the County service, shall be made to the Union on a bi-weekly basis.

C. Exclusivity

Except as provided by this agreement, payroll deductions, other than charitable, will not be granted by the County unless approved by the Union.

D. Computer Literacy

The parties agree to cooperate in establishing and upgrading computer literacy of collective bargaining unit employees.

ARTICLE III

WORK, WORKWEEK, WORKDAY

Section 1 - Work, Workweek, Workday

A. General

1. When, in a one or two shift operation, the County determines to extend the workday within an existing workweek by creating additional shifts, such shifts shall not be implemented without prior written notification to the Union. If the Union requests in writing, the County will discuss the method used to staff such shifts. If a disagreement arises pertaining to the method used in staffing, the matter may be processed through the grievance procedure.

2. Except as provided in paragraph 1 above, no departure from the norms below (Article III), the established norms (Appendix C), or the norms to be established (Article III),

shall be made without prior written notification to the Union. In the event of any disagreement between the County and the Union as to the need and desirability of such deviation, or as to the manner in which it has been made, the matter may be processed through the grievance procedure.

B. Definition of Work

"Hours Worked", in general, includes all the time an Employee is required to be on duty or on the County premises or at a prescribed work place, and all time during which the Employee is suffered or permitted to work for the County, such as: County directed travel; attendance at County directed training programs; adjusting grievances; clothes changing where required; wash-up time where required and other work as prescribed by the provisions of the U.S. Fair Labor Standards Act.

An Employee called in to work pursuant to Article IV, Section 10.E shall have one hour credited toward the minimum guarantee of four hours for travel both to and from the employee's home.

This time shall not apply if the Employee lives in County housing and is called back to work in the same general location where he/she lives.

Where an issue arises the U.S. Fair Labor Standards Act tests shall apply.

Time Properly Absent - In computing time worked all paid time properly absent for legal holidays, sick leave, vacation, personal

leave and supplementary time off shall be included as the equivalent of time worked.

C. **Workweek and Workday**

1. For payroll calculation purposes, the workweek for all Departments shall be from Monday, one minute after twelve (12:01 a.m.), to the following Sunday, midnight (12:00 a.m.).

2. All full time Employees shall work a thirty-five (35) hour work week.

3. Except as otherwise agreed to by the parties, for all Employees the basic work week shall be any five (5) days worked within the departmental work schedules as specified in Appendix C.

4. Employees on a rotating schedule shall be given at least forty-eight (48) hours notice of a change of shift schedules, except in an emergency.

5. The prevailing daily schedule shall continue in full force and effect.

6. All requests for a modified work week shall be channeled through the Director of Labor Relations to the Modified Work Week Committee. The Committee is empowered to request any pertinent information, and to meet with County officials and affected Employees. If no agreement is reached with the Committee, the County may move for expedited arbitration. There shall be no implementation of the proposal, until such time as the arbitrator sustains the County position.

When a modified work week is established all references to days in the contract shall be converted to hours by multiplying the number of days by seven.

Section 2 - Reduced Workweek Scheduling Options

In the process of maintaining the workweek as reduced in the 1975 - 1977 contract the County reserves the following options:

1. To provide an unpaid one (1) hour meal period;

2. To provide an unpaid one-half (1/2) hour meal period and to compensate in cash an additional one-half (1/2) hour;

3. To provide for early release (one-half (1/2) hour) to compensate for a shortened meal period;

4. To stagger work schedules (start/finish times) provided no split shifts are instituted;

5. To stagger meal periods.

The County agrees to retain a consultant to evaluate scheduling problems and make recommendations to the parties.

Section 3 - Flex Time Committee

A joint Union-County Committee is to be established to explore the feasibility of "Flex Time". The procedures shall be determined by the parties at a future time for the operation of such committee.

Section 4 - Time and Attendance Committee

A Time and Attendance Committee is established in an attempt to standardize County procedures. Said Committee shall address such issues as minimum amounts of time (leave) to be taken, overtime meal money, lateness, grace periods and docking procedures, and any other relevant issues.

Section 5 - Docking

The procedures for docking, grace periods and no-show shall be annexed as Appendix F.

ARTICLE IV

COMPENSATION

Section 1 - Classification and Compensation

A. General

1. All positions authorized in titles covered by the Agreement (annual salaried, per diem and hourly) shall be classified, in accordance with law, by the Personnel Officer.

2. All such positions shall be evaluated in accordance with the County's systems for job evaluation. The application of the County's systems for job evaluation shall result in each position title being assigned to a specific job group, subject to Legislative approval if necessary.

3. The County reserves the right to reclassify or reallocate any title, subject to Legislative approval.

4. No Employee shall be employed or appointed under any title not appropriate to the duties to be performed as defined in the specification for that title.

B. Definitions

1. a. Classification is the process by which a position title is assigned to a set of specified duties and responsibilities.

   b. Reclassification is the process of changing the position title which has been assigned to specific duties and responsibilities to another position title in order to reflect the duties and responsibilities more accurately.

   c. Reclassification may result in a change to a position title in a lower job group, the same job group or a higher job group.

2. a. Allocation is the process of assigning a position title to a salary range.

   b. Reallocation is the process of assigning a position title to another salary range in order to effect more equitable and appropriate payment for the performance of the duties and responsibilities of the position.

   c. Reallocation may result in a change to a lower salary range or to a higher salary range.

C. Classification and Compensation Appeals Board

1. There is hereby established a Classification and Compensation Appeals Board composed of the Personnel Officer who will act as Chairman, the Budget Director, rotating Department Heads (one (1) at a time) to be appointed by the County Executive, and two (2) representatives of the Union to be appointed by the County Executive from a list submitted by the President of the Union.

2. The Budget Director and the Personnel Officer may designate members of their respective staffs to act in their behalf at any meeting of the Board.

3. All cases to be considered by the Board for appeal shall have a hearing commence within forty-five (45) days of the filing. Recommendations made by the Board shall be voted upon by a majority of the five (5) members or designees.

4. The Board is empowered to consider appeals made by Employees and Department Heads (regarding appeals by their Employees) of reclassification and reallocation decisions made by the official in charge of Classification and Compensation in the Personnel Office and to recommend reversal or modification of such decisions to the Personnel Officer.

D. Reclassification and Reallocation

1. Any Employee may request in writing that the Personnel Office study the duties of the Employee's position in order to determine its proper position title or proper allocation (i.e. salary range).

2. Such requests may also be made by any County Officer and/or Department Head for any individual position or group of positions under their supervision. The Personnel Officer may also initiate such studies.

3. a. The Personnel Officer will communicate in writing the decision to all appropriate parties within the time limits specified below.

   b. In the event that the study results in a decision with which the Employee requesting the study does not agree, the Employee may appeal the decision, in writing, to the Classification and Compensation Appeals Board no later than five (5) working days from receipt of the communication from the Personnel Office.

   c. In the event that no appeal of the decision is filed within the required time, the matter will be closed for a minimum of twelve (12) months and will only be reconsidered after the twelve (12) month period if there has been a substantial change in duties and responsibilities.

4. a. In the event that the decision of the Classification and Compensation Appeals Board is to reclassify the position, the Personnel Officer may approve of the use of the recommended title on a tentative basis and may submit such recommendation to the Budget Committee of the Board of Legislators for consideration and timely action if required.

   b. In the event that the decision of the Classification and Compensation Appeals Board is to reallocate the position, the Personnel Officer may submit such recommendation to the Budget Committee of the Board of Legislators for consideration and timely action.

5. No Employee whose salary is increased by such reclassification or reallocation shall have any claim against the County for the difference, if any, between the salary of the position under the old title and that of the new position under the new title for any period prior to the date such change in salary becomes effective.

6. The salary of an incumbent of any position which is reclassified or reallocated shall not be reduced for the then incumbent by reason of such reclassification or reallocation so long as such position is held by the then incumbent.

7. Reclassification to a title for which an eligible list exists will not be made effective until such time as the then incumbent has had an opportunity to compete in an examination for said new title.

E. Effective Date

1. The effective date of new titles, reclassifications and reallocations shall be determined by:

a. New titles	Board of Legislators
b. Reclassifications:	
1. To existing titles	Budget Director
2. To new titles	Board of Legislators
c. Reallocations of the existing titles	Board of Legislators

2. The Personnel Office will process all new titles, reclassifications and reallocations and submit them to the Budget Director or to the Budget Committee of the Board of Legislators for referral to the Board, as the case may be, no later than ninety (90) working days, or one hundred eighty (180) working days in the case of a class of titles involving more than one (1) department, after the date of receipt of the request for study, except as described in D 7. above.

3. When action is taken by the parties indicated in Section 1 above, for cases filed on or after September 1, 1988, the effective date shall be retroactive to the date the case was filed.

F. Job Posting and Promotions

1. Any advancement of an Employee from a position in one (1) title to a position in another title for which a higher maximum rate of pay is prescribed shall be deemed a promotion.

2. All job and promotional opportunities shall be posted conspicuously on designated bulletin boards readily accessible to all Employees in all Departments and all satellite offices prior to the examination or filing of the positions to allow employees currently employed to apply for same. When a position is posted, a copy will be provided to the Union.

3. In the absence of an eligible list for a "competitive" position to be filled by promotion or by hiring, and in all instances where a position to be filled is in the "labor" or in the "non-competitive" class, the appointing authority shall first consider the qualifications of applicants who are currently employed by the County before considering applicants from outside the County service.

4. When promotional and/or provisional examinations are scheduled for Employees during working hours, the Employee will be granted release time for such examination.

   The County will make a reasonable effort to release an Employee from working hours immediately prior to taking a Civil Service exam. However, in no event shall this clause require the County to release an Employee on a calendar day other than the day the exam is actually given.

G. Job Posting Procedure

1. Procedure

   The posting of job opportunities will be done simultaneously at two (2) levels - Departmentally, and Countywide, for ten (10) business days, with due consideration and preference given to applications received as a result of the Departmental posting.

2. Posting

   a. The Personnel Office will distribute a posting notice to all County Departments, and will supervise the screening of all resumes or applications referred for consideration, and the Department Head, or his representative, will post, in conspicuous places, an announcement of the vacancy, including a brief description of the duties which shall conform to the duties and qualifications of the job specifications as promulgated by the Westchester County Personnel Department and required qualifications, and a contact person to whom resumes or applications should be referred. Such posting shall be distributed to the Union.

   b. After ten (10) business days have elapsed, the Personnel Office will forward to the appointing officer the resumes and applications which meet the required qualifications.

   c. The appointing officer will consider the applicants, giving preference to resumes or applications received as

a result of the Departmental posting in the affected Department, and if an appointment is made, report the name of the successful applicant to the Personnel Office.

3. In the event that the postings, Departmentally, or Countywide, fail to result in a placement, the County may take any further action as it deems necessary in securing applicants.

4. When more than one incumbent Employee applies for a promotional position, the County shall consider the relative seniority standing of said incumbent Employees. However, it is understood that the primary factors determining which Employee, if any, shall be awarded the promotional position are:(1) the ability of the Employee to perform the job and, (2) the overall needs of the department (including future promotional potential).

H. Reclassification, Reallocation and Promotion Salary Increase Formula.

1. The formula for computing a salary increase which may result from reclassification or reallocation and which must result from promotion is as follows:

   a. Add the amount of one (1) annual increment of the present salary range to the present salary;

   b. Pay the lowest step in the new salary range which is not less than the sum arrived at in "a" above.

I. Increments

1. Increments indicated in Appendix D, Schedule B(1) and C(1) are in no sense automatic, nor are they to be considered as earned solely due to the passage of time. (Longevity increases based on years of service are not considered as increments).

2. Increments referred to above are subject to the approval of the Department Head. Such approval may not be unreasonably withheld. Any denial of an increment must be supported by written documentation dealing solely with the Employee's performance or attendance or conduct or a combination of these factors and must be communicated to the Employee in writing at least thirty (30) days prior to the increment due date.

3. The denial of an increment is subject to the grievance procedure starting at Step 2.

J. Annual Structure

1. Except as otherwise provided, allocations to job groups and assignments of salary scales to job groups are for the purpose of compensating for full time annual service.

2. The actual accumulated compensation paid in any year shall be considered the full amount due the Employee for that year under the annual rates established.

K. Above Minimum Recruitment

1. The Personnel Officer may recommend recruitment at a rate above the minimum if it is impractical to recruit for a position at its then minimum salary.

2. When an appointment is made at a salary higher than the minimum, all incumbents of such positions receiving less than such recruiting rate shall have their salaries brought up to such rate of pay.

3. The County may hire new Employees up to Step four (4) without having to raise the salaries of all incumbents of such positions to such rate of pay. If the County hires at Step five (5) then all incumbents of such positions currently at Step four (4) would be raised to step five (5).

Section 2 - Job Classifications and Job Groups

The current list of County Job Classification and Job Groups (as may be amended from time to time) is annexed as Appendix D - Schedule A.

The Union shall receive copies of all new titles and specifications and/or updating of titles and specifications that are sent to the New York State Civil Service Commission within ten (10) days of the creation.

Section 3 – Compensation

A. Effective January 1, 1996, the salary schedule in effect on December 31, 1996 shall remain; however, a 2% bonus calculated on the salary in effect on December 31, 1995 shall be paid to any employee on the payroll at that time, and pro-rated where appropriate.

Effective January 1, 1997, the salary schedule in effect on December 31, 1996 shall remain; however, a 2% bonus calculated on the salary in effect on December 31, 1995 shall be paid to any employee on the payroll at that time, and pro-rated where appropriate.

B. Effective January 1, 1998 each step of the salary schedule in effect on December 31, 1996 shall be increased by three and one-half percent (3-1/2%), and any Employee eligible to receive an increment shall advance accordingly, as annexed in Appendix D.

C. Effective January 1, 1999 each step of the salary schedule in effect on December 31, 1998 shall be increased by three and one-half percent (3-1/2%), and any Employee eligible to receive an increment shall advance accordingly, as annexed in Appendix D.

D. Effective January 1, 2000 each step of the salary schedule in effect on December 31, 1999 shall be increased by three and one-half percent (3-1/2%), and any Employee eligible to receive an increment shall advance accordingly, as annexed in Appendix D.

E. Effective January 1, 2001 each step of the salary schedule in effect on December 31, 2000 shall be increased by three and one-half

percent (3-1/2%), and any Employee eligible to receive an increment shall advance accordingly, as annexed in Appendix D.

Section 4 - Longevity

Employees shall receive longevity compensation in accordance with the provisions of this Section as annexed in Appendix D, without deviation.

1. Effective January 1, 1995:
   a. After five (5) years of continuous County service, paid at the annual rate of four hundred and seventy-five dollars ($475.00).
   b. After ten (10) years of continuous County service, paid at the annual rate of six-hundred and fifty dollars ($650.00).
   c. After fifteen (15) years of continuous County service, paid at the annual rate of seven-hundred and fifty dollars ($750.00).
   d. After twenty (20) years of continuous County service, paid at the annual rate of nine-hundred and twenty-five dollars ($925.00).
   e. After twenty-five (25) years of continuous County service, paid at the annual rate of one thousand dollars ($1,000.00).

2. After having completed the required amount of continuous County service, Employees are eligible for the longevity payments commencing the first (lst) pay period following the Anniversary Date of Hire. These payments shall be made by a "lump sum payment" in the first (lst) pay period in December of each year of eligibility.

During the first (lst) year of eligibility, and the last year of termination, said "lump sum payment" shall be pro-rated.

3. Continuous service is not interrupted by the following:
   a. Ordered military leave.
   b. Authorized leaves of absence.
   c. Termination of employment followed by a reinstatement or rehiring within two (2) years.

   Such time off, except as provided by Military Law, shall be deducted from County service.

4. Longevity credits begin on the date of hire of the Employee in a position other than "temporary" as defined in Article I, Section 2 (8) of the Agreement.

Section 5 - Show-up Pay

When an Employee reports for work as scheduled and work is not available through no fault of the Employee, said Employee shall be paid for the day at the applicable rate of pay.

Section 6 - On-Call Time

For the purpose of the Agreement, On-Call Time is time that an Employee is not actually on duty but has been directed to be continuously available by furnishing the supervisor a place where the Employee can be reached. Administrative personnel who routinely notify their superior of their whereabouts, or who might be "on-call" because a situation involving the operation of their departments might arise, will not be considered to be On-Call, but Employees who are

assigned to take emergency telephone calls at home for a specific purpose, and are thereby restricted, will be covered. Employees who live on County premises will be considered to be on On-Call Time only when restricted to such premises.

1. An Employee who is ordered to be On-Call shall be paid at the applicable hourly rate of:

   a. Two (2) hours for every eight (8) hours time on the week days;

   b. Three (3) hours for every eight (8) hours time on weekends, beginning Saturday, one minute after twelve (12:01) a.m. to Monday, one minute after twelve (12:01) a.m. and on holidays;

   c. Compensation for On-Call Time shall be pro-rated, but not less than one-half (1/2) hour for each continuous period of On-Call Time.

2. Employees who are currently receiving greater compensation (if any), in time or money, will not be affected by the provisions of sub-section 1 of the Section until the benefit under sub-section 1 exceeds their current compensation.
3. Except as may be provided by law, On-Call Time will not be included in the computation of overtime.

Section 7 - Out-of-Title Guarantee

1. When an Employee is directed to perform substantial duties of a higher classification not common to the Employee's classification on a regular basis for more than fifteen (15) consecutive work days, said Employee shall be paid, as follows, retroactive to the first day of such assignment:

   a. Add the amount of one (1) annual increment of the present salary range to the present salary.

   b. Pay the lowest step in the new salary range, which is not less than the sum arrived at in "a." above.

2. Employees directed to perform the duties of a lower classification with no change in their job title shall not have their rate of pay reduced because of such assignment.

3. Employees filing grievances pursuant to this section shall follow the procedure as outlined in Appendix E (2).

Section 8 - Calculation of Rates of Pay

Regular Straight Time Rate:

For the purpose of payroll computation and payment of an Employee's annual salary, a regular rate of pay consisting of a straight time (hourly) regular rate shall be calculated by dividing the annual salary (including any shift, risk, or longevity differential(s) if applicable) by the number of working days in that particular year and then redividing this figure by the number of working hours in the day. This weekly salary figure is

then redivided by the number of hours in an Employee's basic work week in order to arrive at a regular rate of pay.

Section 9 - Overtime

A. Overtime Defined

Overtime is time worked in any workweek over and above the hours worked in an Employee's basic workweek, or at a time previously scheduled as a holiday.

B. Overtime Pay

1. Job Groups I through XII.

Where paid overtime in an Employee's classification is required and directed, it shall be paid at the following rates:

a. Hours worked above the basic workweek but not in excess of forty (40) hours for that workweek shall be paid at the Employee's regular straight time rate;

b. Hours worked within a workweek in excess of forty (40) hours shall be paid at time and one-half (1-1/2) the Employee's regular straight time rate;

c. Overtime computations for Employees paid on a biweekly pay basis shall be computed for each workweek in the pay period;

d. Such overtime shall be paid in cash only.

2. The below listed shall apply to Job Groups XIII and above.

Where overtime in an Employee's classification is required and directed, said overtime shall be compensated by supplementary time off in clock hours equal to the clock hours worked, unless paid overtime in cash is specifically authorized.

3. Pension Credit

In conformity with the provisions of the New York State Retirement System (to the extent permitted), the amount received as overtime compensation under the Article and all other regulations shall be regarded as salary or compensation for any purpose of any pension or retirement system.

4. Supplementary Time –

The below listed shall apply to Job Groups XIII and above.

a. All supplementary time accrued within a calendar quarter must be used prior to the end of the next calendar quarter. Any supplementary time not used within the prescribed period as specified, will be paid off in cash at the Employee's applicable overtime rate.

b. Should a certified supplementary time balance remain at the time of an Employee's death, resignation, or termination such time will be paid at the Employee's then applicable

regular straight time or overtime rate to either the Employee or the Employee's beneficiary or estate as the case may be.

5. An Employee who is offered and who voluntarily accepts paid overtime in another classification shall receive no less than the regular straight time rate for such classification worked, provided the Employee does not work in excess of forty (40) hours in one (1) work week. The Employee shall receive time and one-half (1-1/2) of that regular straight time rate for all hours worked in such classification in excess of forty (40) hours in one (1) workweek.

6. An Employee's regular starting or quitting time will not be changed on a day on which extra work hours are assigned in order to avoid overtime pay. A change in shift or workweek within a workweek may not be used to deprive an Employee of overtime pay that would otherwise have been earned in such workweek.

C. Overtime Equalization

All Departments will endeavor to equalize paid overtime over at least three month intervals as far as practical, by skill, classification, and shift, within a supervisory unit of a Department. For purposes of this clause, an Employee who requests to be excused and is excused by the supervisor from working available overtime shall be considered to have worked such overtime for the purpose of equalization.

D. Call-Back Pay

Except for pre-scheduled work and/or emergency work immediately prior to or after the Employee's normal work day, Employees directed to and who report for work before or after the Employee's normal work day, or on the Employee's scheduled day off shall be paid in cash for the actual hours worked with a minimum guarantee of four (4) hours pay at the applicable rate. Employees called into work will be credited with one hour of work time for travel.

Section 10 - Differentials and Allowances

A. Shift Differential

1. All employees who have a regular starting time of one o'clock (1:00 p.m.) or later or have a regular quitting time of twelve o'clock (12:00 p.m.) or earlier shall receive additional compensation while regularly working such second or third shift hours of sixty-five dollars ($65.00).

   When an Employee is regularly assigned to a shift requiring the differential, and takes authorized paid time off, the differential will continue to be paid, if the time off is taken during the period of time which the Employee is assigned to such shift.

2. Licensed Practical Nurses

   When meeting the criteria for shift differential as defined in A.1 above, licensed practical nurses shall receive the following shift differential: seventy-five dollars ($75.00) per week.

B. Contagious and/or Hazardous Risk Differential

Where the County has provided a differential for Employees serving under contagious and/or hazardous risks, such differential shall be continued at the rate of one hundred and fifty dollars ($150.00) per annum. These payments shall be incorporated into the Employee's bi-weekly or weekly pay check as the case may be. When an Employee is regularly assigned to a contagious and/or hazardous assignment requiring the differential, and takes authorized paid time off, the differential will continue to be paid, if the time off is taken during the period of time in which the Employee is so assigned.

The parties agree to maintain, during the life of the Agreement, a joint committee of four (4) representatives each from the Union and County, to add to, or delete job titles from the list of titles presently receiving or not receiving a differential under present practice.

This committee shall conduct a study to determine if the differential shall be increased, decreased, removed, or which titles shall be included, and shall report their recommendations within six (6) months, to the Personnel Officer and Budget Director, who shall make the final determination of the matter.

C. Assignment Differential - Child Protective Services/Emergency Services Unit (Department of Social Services)

Employees assigned on a permanent basis in the title of Senior Social Caseworker to the Division of Child Protective Services and Manager 1 and Unit Supervisor in the Emergency Services Unit within the Department of Social Services shall receive an assignment differential of one thousand dollars ($1,000.00) per year payable on a bi-weekly basis for such assignment. Additionally, all Employees in the Emergency Services Unit including the titles of Manager I and Unit Supervisor, shall receive the current twenty-five hundred dollars ($2,500.00) differential per year.

D. Mileage Allowance

1. Employees will be reimbursed where a private car is used with prior County authorization, on County business. The reimbursement rate shall be the rate used by the Internal Revenue Service for income tax purposes.

2. Employees who regularly use private cars on County business shall conform with requirements submitted through the Director of Risk Management.

3. A joint committee shall be established to rewrite, for better understanding, the County Travel Policy, Rules and Regulations, and upon completion, shall become part of this agreement as determined by the committee.

E. Meal Reimbursement/Allowance

1. The meal schedule specified in the County Travel Policy, Rules and Regulations shall be in accordance with the following:

Within County

	Not To Exceed Without Receipt	Not to Exceed With Receipt
Breakfast	$ 3.00	$ 4.00
Lunch	$ 5.00	$ 6.00
Dinner	$ 7.00	$ 9.00

Outside of County

	Not To Exceed Without Receipt	Not to Exceed With Receipt
Breakfast	$ 3.00	$ 6.00
Lunch	$ 5.00	$ 8.00
Dinner	$ 7.00	$20.00

ARTICLE V

HEALTH, SAFETY, EQUIPMENT AND FACILITIES

Section 1 - Health and Safety

The County shall make every effort to maintain employment conditions conducive to the health and safety of Employees. Recommendations will be developed that will take into consideration the total working environment.

A joint standing Union-County committee has been established to develop these recommendations for working conditions conducive to the health and safety of all Employees, taking into consideration temperature, ventilation, lighting and total working environment.

Basic policy guidelines have been developed by the committee and were given to the Deputy County Executive for use in correcting the working environment of the Employees affected. Subsequent recommendations from the committee would be forwarded to and considered by the Deputy County Executive.

Section 2 - Uniforms and Equipment

A. First-Aid Equipment

First aid equipment as specified by the County Commissioner of Health will be made available for Employees performing hazardous duties.

B. Lockers

Where the County's evaluation determines the need, lockers will be provided at permanent work sites.

C. Safety Equipment

Special safety equipment required by the official designated as the County Safety Director will be supplied without cost to the Employees.

D. Uniforms and Equipment

1. Where the County requires Employees to wear distinctive Uniforms or special protective clothing, such clothing and equipment will be furnished in reasonable quantities as determined by the applicable Department Head without cost to the Employees including reasonable periodic cleaning. Where the County has provided monetary allowance in lieu of the foregoing, such allowance will be paid by the end of the calendar year for which applicable.

   The issue of winter jackets to be provided those employees who presently receive a uniform by the County shall be deferred to the Uniforms and Special Protective Clothing Committee as provided in this agreement.

2. Additionally, employees in the Department of Health, who are required to purchase and maintain uniforms, shall receive a yearly allowance of two hundred and seventy-five dollars ($275.00).

   Employees who currently receive one hundred and twenty-five dollars ($125.00) as a uniform allowance shall continue to do so for the duration of this Agreement.

3. Deputy Sheriffs of the Westchester County Public Safety Services Division shall receive a yearly clothing allowance at the rate for uniform allowance as provided in the Westchester County PBA Contract for uniforms.

   If the uniform is not the same as defined above, then the present three hundred dollar ($300.00) allowance shall remain. If it is partially the same, then it will be submitted to the Uniforms and Special Protective Clothing Committee.

4. The uniform allowances described above shall be paid in the calendar year following the year in which it is earned.

5. Mechanics at the Central County Garage shall receive a tool allowance of three hundred and fifty dollars ($350.00) per annum payable in the month of December. New Employees shall receive a pro-rata payment based upon the number of months worked.

E. Uniforms and Special Protective Clothing Committee

A joint Committee of an equal number of Union and County appointees is established to render decisions as to what is an appropriate uniform allowance if the County requires an Employee to purchase and maintain a uniform or uniforms. If there is a dispute of the Committee, as to what the allowance should be, an arbitrator shall be retained to resolve same.

Decisions of the arbitrator shall be final and binding on all parties.

Section 3 - Parking Committee

A Standing Joint Union/County Committee has been established to study Employee parking problems and to make recommendations thereon, and said committee shall also undertake a study to review safety factors, as they relate to implementation of security measures.

Section 4 - Day Care Committee

In recognition of the mutual advantage in providing day care programs, the County and the Union agree to establish a Day Care Committee to determine the need, feasibility, financial impact, and any other criteria that would be pertinent.

Section 5 - Video Display Terminals

Both parties agree that a policy regarding the use of Video Display equipment shall be developed and implemented through a Labor-Management Committee.

ARTICLE VI

HOLIDAYS WITH PAY

1. The following days shall be considered holidays with pay:

New Years Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

For employees at Westchester Community College only, the following shall be the list of holidays:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

Plus four days between Christmas Day and New Year's Day designated as holidays by the President of the Community College by October 15 of each year. Once designated, all other provisions of this clause shall apply.

2. Where any of the foregoing holidays fall on a Saturday, the County will designate the Employee's alternate day off with pay. Holidays falling on Sunday will continue to be observed on Monday.

3. All Employees required to work on any of the above listed holidays, not the in lieu of day, will not receive the regular day's pay; rather the Employee(s) will be paid at the rate of time and one-half (1-1/2) for the hours worked on that day and granted an additional day off (hour for hour).

4. Additional days off with pay shall be granted for time earned due to working on holidays and/or for holidays falling on an Employee's scheduled day off. Holiday time balances should be kept separate from any other time bank. Said balances must be used prior to the end of the next calendar quarter. If this balance is not used within the prescribed period, it will be paid off in cash at the Employee's then applicable regular straight time rate.

5. Once approved, holiday time may not be cancelled by the department within forty-eight (48) hours of the time it is to be taken, unless a bonafide emergency exists.

6. Should any additional holiday balances remain at the time of an Employee's death, resignation or termination, such time will be paid at the Employee's then applicable regular straight time rate either to the Employee or the Employee's beneficiary or estate as the case may be.

ARTICLE VII

VACATION WITH PAY

Section 1 - Vacation with Pay (Annual Leave)

A. Annual Leave will be granted as follows:

1. An Employee who is employed prior to April 1st will be entitled to one (1) week (five (5) days) vacation after six (6) months of continuous service. An Employee who is employed on or before June 1st shall be entitled to one week (five days) vacation after six (6) months of continuous service.

2. On January 1st an Employee who has had less than one (1) year of continuous service will be entitled to two (2) weeks (ten (10) days) vacation after six (6) months of continuous service.

3. On January 1st an Employee who has more than one (1) year of continuous service will be entitled to three (3) weeks (fifteen (15) days) vacation.

4. On January 1st an Employee who has more than ten (10) years of continuous service, or during that year will attain the eleventh (11th) anniversary date of service, will be entitled to one (1) additional day of vacation for each year of service to maximum of four weeks (twenty (20) days) vacation, as follows:

Years		Vacation Days
Attains Eleventh (11th) year	-	16 Days
Attains Twelfth (12th) year	-	17 Days
Attains Thirteenth (13th) year	-	18 days
Attains Fourteenth (14th) year	-	19 days
Attains Fifteenth (15th) year	-	20 days

Annual leave is to be used in the year in which it is earned, except that with the approval of the Department Head and the Personnel Officer, Annual Leave earned in one (1) year may be used in the second (2nd) year, but no more than two (2) years of Annual Leave may be used in any one (1) year.

Without approval, an employee may carry over into each subsequent year a maximum of ten (10) days of unused vacation.

In the calculating of the time allowed for vacations, intervening holidays shall not be considered vacation days.

Annual Leave is to be taken with departmental approval so as not to interfere with the operations of the department. Such approval shall not be rescinded unless a bonafide emergency exists.

In addition to any other provision of this contract, annual leave may be used for family illness or death in the family.

B. Pro-Rata Leave

Appropriate reduction will be made in the annual leave credit on a pro-rata basis for absences of more than thirty (30) continuous calendar days under the provisions of Article VIII - Leaves - extended sick leave, sick injury, leave without pay, military leave, and periods outside of County service.

C. Resignation or Death

Should an annual leave balance (vacation with pay) remain at the time of an Employees's death, resignation in good standing or termination without cause, said time will be paid at the Employee's then applicable regular straight time rate either to the Employee or the Employee's beneficiary or estate as the case may be. Unused annual leave does not include time accruing toward the subsequent year's leave.

ARTICLE VIII

LEAVES

Section 1 - Personal Leave

1. Personal leave is leave with pay for personal reasons. It may be used in conjunction with annual leave in the current year. It is to be taken with departmental approval so as not to interfere with the proper operations of the department. Once approved, personal leave may not be cancelled by the department within

forty-eight (48) hours of the time it is to be taken, unless a bonafide emergency exists.

2. All Employees will be credited with five (5) days of personal leave on January lst of each year, except that new Employees must complete six (6) months of service prior to using the days. Employees hired prior to April lst will be credited with two and one-half (2-1/2) days of personal leave after six (6) months of service for use in their first calendar year.

   Employees hired on or before June 1st shall be credited with two and one-half (2-1/2) days of personal leave after six (6) months of service for use in their first calendar year.

3. At the end of the calendar year, unused personal leave shall be credited to sick leave.

Section 2 - Sick Leave

1. All newly hired Employees will be credited with five (5) sick days on the Employee's first (lst) day of service. After the Employee completes five (5) full calendar months (each of which begins on the first (lst) of the month), the Employee will, thereafter, be credited with sick leave at the rate of one (1) day per completed calendar month.

2. All current Employees will be credited with sick leave at the rate of one (1) day per completed calendar month. Earned sick leave not taken in any calendar year will be accumulated. Sick leave is defined as absence from duty because of illness; pregnancy; child birth; injury; quarantine resulting from exposure to

contagious disease; family illness and bereavement leave. The Department Head or the Personnel Officer may require such substantiation of sick leave as deemed necessary.

3. Sick leave credits may not be earned while on leave without pay, on military leave of over thirty (30) days, or on extended sick leave.

4. Any Employee, who is eligible for retirement and retires, and who has at least fifty (50) sick leave days on the books at the time of retirement, shall receive the following: a full day's pay for one-half (1/2) of the accumulated amount of days. However, in no event shall any Employee receive more than one hundred and twenty-five (125) days of pay. It is understood that the rate of pay shall be the current rate of pay for each Employee.

   For purposes of this provision, retirement shall mean the receipt of a retirement benefit from the New York State Retirement System or a lay-off or any other involuntary removal from payroll which shall include payment to the employee's estate upon death. Excluded is dismissal for cause (discipline) or resignation.

Section 3 - Family Sick Leave

Any available accumulated leave balance may be used for illness in the family.

Section 4 - Bereavement Leave

A bereavement allowance of three (3) days shall be given to an Employee in the event of the death of a member of the Employee's immediate family. Immediate family shall be defined as mother, father, step mother, step father, spouse, children, mothers-in-law, fathers-in-law, grandparents, grandchildren, brothers and sisters and spouse's immediate family. Any accumulated annual and personal leave may be used in conjunction with bereavement leave.

Section 5 - Extended Sick Leave

Employees who have exhausted their regular sick leave, vacation and other time credits may be granted extended sick leave upon recommendation of the Department Head and the approval of the Personnel Officer at one-half (1/2) pay for a period not to exceed one (1) bi-weekly pay period for each complete year of service. Any extended sick leave previously granted, shall be chargeable against the allowance provided for in this Section.

Section 6 - Emergency Sick Leave Bank

1. **Eligibility**

   The County and the Union, realizing the economic effects of long term illness of any Employee, have joined together in establishing a voluntary Emergency Sick Leave Bank. All Employees who are represented by the Bargaining Unit of the Union and have completed at least one (1) year and one (1) month of continuous County service, shall be eligible to join. Membership is earned

when an employee voluntarily contributes two (2) days of their earned sick leave time to the Bank.

2. **Emergency Sick Leave Board**

   An Emergency Sick Leave Board consisting of three (3) members and three (3) alternates (Trustees), of the Bargaining Unit, shall be appointed by the Union President for a term coinciding with the term of the President.

   The Board shall administer the Bank, be responsible for the accepting and recording of members, maintaining records regarding the number of sick leave days in the bank, and acting on each application for benefits submitted to it, within ten (10) working days. Decisions by the Board are final, subject to County approval that the Board acted in compliance with Section 6.4., the dispute will immediately be filed with the American Arbitration Association for a hearing and final determination.

3. **Contributions**

   Completed Emergency Sick Leave Bank Contribution Forms must be received by the Board by the first of March of each year.

   Once a contribution has been made, it MAY NOT be withdrawn. Payroll clerks and/or the person responsible for the time and attendance records will distribute contribution forms supplied to them by the Union.

   When the Board decides that the Bank's remaining number of sick days has reached a level that requires further contributions, they

will notify each member of this fact in writing, and will request a further contribution of one (1) or more days. Membership in the bank can only be maintained by complying with such request. Non-compliance will not result in previously contributed sick leave time being returned.

4. **Eligibility for Benefits**

An enrolled member who has exhausted all of the accumulated time credits and is suffering from a prolonged and disabling illness or mental incapacitation and is not eligible for Worker's Compensation, is eligible to apply to the Sick Leave Board. The member must complete the "Application For Emergency Sick Leave Bank Benefits" form and shall provide the Board with any documentation deemed necessary by them with regard to the nature and duration of the disabling condition. The Board shall have the right to disapprove an application for appropriate reason, including improper use of accumulated time credits, i.e.: Suggesting a pattern of absences. The Board shall also have the right, at any time, to consult with independent medical practitioners.

After finding that the application meets the requirements described above, the initial application may be granted for up to forty (40) working days. Vacation, personal leave and sick leave credits shall not be earned for periods when an Employee is on such leave with pay.

5. **Renewal of Application**

After making its original determination it is found that a member's recovery shall require more than forty (40) working days, the Board shall reconvene to determine renewal of the application for up to an additional forty (40) days. However, the maximum number of days the Board may allocate for any one illness shall not be more than two hundred and sixty-one (261) working days or one (1) work year.

Section 7 - Maternity/Child Rearing Leave

A pregnant Employee shall be allowed to perform the duties of her job as long as she is medically able except where physical disability may endanger the Employee or constitute a liability in the performance of her duties. Pregnant Employees are not required to report the existence of pregnancy to the County. A pregnant Employee upon filing appropriate medical evidence, that she is unable to perform the duties of her position due to this pregnancy, shall be permitted to use any annual leave, personal leave, supplementary time, holiday leave and sick leave for the period of her disability and shall be eligible for extended sick leave.

While on maternity or child rearing leave the Employee may continue to use any or all leave he/she has theretofore accumulated.

Upon her/his request to the County, the Employee shall be granted a leave of absence without pay for a maximum period of seven (7) months. Such leave may be extended upon recommendation of the Department Head, up to a maximum of two (2) years. Said leave of

absence without pay shall be in addition to the above leave with pay benefits. Such leave shall not be unreasonably withheld.

Section 8 - Jury and Court Appearance Leave

An Employee required to serve as a juror or to appear in court pursuant to subpoena or court order, except when the personal interests of the Employee are involved, shall be granted a leave with pay for such required attendance provided that any fees received for such attendance shall be paid to the County, exclusive of travel/meal expenses.

Section 9 - Military Leave

An Employee who is required to render ordered Military duty shall be granted a leave of absence as authorized by state law.

Section 10 - Education Leave

The present County program for education leave shall be continued for the life of the Agreement including career training program.

Section 11 - Tuition Reimbursement

1. The Tuition Reimbursement Program of the County shall be funded in each year of the agreement with a minimum allowance of three hundred thousand dollars ($300,000.00).

   Employees in the following titles at the Department of Labs and Research, in lieu of the above shall be eligible for reimbursement of up to nine (9) credits or twenty-seven hundred dollars ($2,700.00) per calendar year whichever is greater.

   Environmental Chemist
   Ass't. Environmental Chemist
   Environmental Bacteriologist
   Ass't. Environmental Bacteriologist
   Virologist
   Ass't. Virologist
   Microbiologist
   Ass't. Microbiologist
   Assistant Forensic Scientist
   Forensic Scientist

   Employees shall receive tuition waivers when taking credit courses at Westchester Community College.

2. The Joint Union/County Committee on Education and Tuition shall review and update where required, the rules and regulations of such program as they relate to tuition reimbursement.

Section 12 - Leaves Without Pay

1. Any Employee who is temporarily physically or mentally unable to perform employment duties, or who desires to engage in a course of study intended to increase the Employee's usefulness to County service, or who for any reason considered satisfactory by the Department Head, desires to secure a leave of absence from employment duties may, upon the recommendation of the Department Head, approved by the Personnel Officer, be granted a leave of absence without pay for a period not to exceed one (1) year. In an exceptional case, the Personnel Officer may waive the provisions of the Section to permit an

extension of the leave of absence without pay for an additional period not to exceed, in the aggregate, two (2) years from the date of commencement of the original leave. The approval of such leave of absence without pay shall be in written form, signed by the appointing officer and the Employee affected. An employee may be off payroll without losing benefits for a period not to exceed two (2) years.

2. When a leave of absence without pay for a period of one (1) year or as extended by the Personnel Officer has been granted, a further leave of absence without pay shall not be granted unless the Employee returns to this position and serves continuously therein for a period of three (3) months immediately preceding the subsequent leave of absence without pay.

3. Absence for more than thirty (30) continuous days under the Section may cause adjustment in time for considering increments.

4. Failure of an Employee to return on the date of the expiration of any leave of absence without pay, or any authorized extension thereof, shall be deemed a resignation from the service upon the date such leave of absence without pay commenced.

5. (Education) Any Employee who leaves the County service to pursue an educational program completed at the Employee's own expense, upon return to the County service may be paid the appropriate scale step and hold the same anniversary date for increment purposes as if the Employee had not left County service, provided that the course of instruction is considered beneficial to the duties of the Employee's position in County service, and the Employee has not had full time employment

outside of County service during the period of absence, between semesters excepted.

6. Vacation, personal and sick leave credits may not be earned while absent for more than thirty (30) days under the provisions of the Section.

7. Employees shall be placed back on the payroll on the day following their last day of requested and approved leave. It is implicit that such Employees will be ready to resume work on that day unless their leave has been extended.

Section 13 - Worker's Compensation (Sick Injury Leave)

Any Employee, except a Police Officer (Police Officers are subject to the provisions of Section 207-c of the General Municipal Law) who is necessarily absent from duty because of occupational injury or disease as defined by the Worker's Compensation Law, shall, pending adjudication of the case and while said disability renders the Employee unable to perform the duties of the position, be granted leave with full pay for a period not to exceed six (6) months (exclusive of accumulated sick leave and other time credits).Vacation, personal leave and sick leave credits shall not be earned for periods when an Employee is on such leave with pay. Should the disability persist beyond this period, any accumulated sick leave and other time credits may be used. When all earned credits have been exhausted such Employee may then be granted a leave of absence without pay. When the Worker's Compensation Board has made an award to such Employee for the period of leave with pay, such compensation award for loss of time for such period shall be credited to the County. Upon return to active duty, such Employee

shall be re-credited with that portion of earned credits consumed during the period of absence in proportion to the amount of Worker's Compensation award for such loss of time.

ARTICLE IX
DEFINITIONS FOR BENEFIT PURPOSES

FULL AND PART-TIME EMPLOYEES

Full time Employees are eligible for full medical, dental and "time" benefits.

Part-time Employees are eligible for full medical, dental and a pro-rata portion of "time" benefits provided that their employment is for at least one-half (1/2) the normal work week.

Part-time Employees who are currently assigned to work less than one-half (1/2) the normal work week and who are currently receiving full medical and dental benefits and pro-rata "time" benefits will continue to receive such benefits until the date their employment is terminated.

ARTICLE X

INSURANCES AND RETIREMENT

The County will, subject to any other provisions of this Article, continue to provide Health Insurance and Retirement programs and options and will, except as modified below, pay the total cost of Employees, their dependents, and retirees premiums for such programs, providing such programs and options remain available.

Section 1- Insurance

A. Health Insurance

1. The health insurance and prescription benefit levels shall be equivalent to those benefits provided by the New York State Empire Plan (Core plus Medical and Psychiatric Enhancements), in effect as of December 31, 1990. Drug Prescription Plan - $4.00 brand name, $1.00 for generic equivalent.

2. The County will submit to the Union, thirty (30) days prior to any contemplated change, a complete list of benefits level offered by the new Health Insurance carrier.

3. In the event the benefits being offered by the new insurance carrier are not equivalent to the benefits now being provided by the State-wide Health Insurance Plan, the Union may demand arbitration of the issue within thirty (30) days after receiving said offer.

4. The current POMCO Health Care Plan will be amended to provide "domestic partner" language in accordance with the NYSHIP (Empire) Plan as administered by the State of New York.

B. Health Maintenance Organization

The County will make payments to any Health Maintenance Organization offered to Employees at a rate equivalent to the

premium rate of the basic County health insurance plan. Members choosing this health insurance plan will be obligated to pay to the plan the premium difference, if any, between the County's contribution and the total cost of the offered Health Maintenance Organization premiums on a monthly basis. In no event will the County be required to make a payment greater than the total payment required by the Health Maintenance Organization.

For "H.I.P." enrollees as of May 1977 who subsequently switch to a Health Maintenance Organization, the County will continue to make payments to the Health Maintenance Organization the premium rate equivalent to the premium rate of H.I.P. In no event will the County be required to make a contribution greater than the total contribution required by the Health Maintenance Organization.

C. Health Insurance Benefits Committee

The parties agree to establish a joint Health Insurance Benefits Committee to explore alternative methods of providing said programs, and to explore any other alternatives in the event of any increased or decreased benefit provided by the Statewide Health Insurance Plan during the term of this agreement. When there are meetings with the health insurance carrier or administrators of the health insurance program relative to procedural changes or other issues that would impact on Employees, the County agrees to include the Union and its representatives.

D. Benefit Fund

1. The County shall continue to provide family dental and family optical benefits to all eligible Employees at the benefit levels and rates in effect as of June 2, 1998.

2. Additionally, CSEA/AFSCME shall have authority to audit the administration of these benefits on behalf of its Unit.

3. It is further provided that CSEA/AFSCME shall be considered regarding the selection of any third party processor, etc. who may be retained.

E. Personnel Changes

The County shall provide to the Union on a bi-weekly basis changes in personnel related to leaves of absence, resignations, terminations, retirements and deaths. The County shall provide to the Union on a monthly basis a list of new hires, their title and rate of pay.

Section 2 - Line of Duty Life Insurance

The County shall provide seventy-five thousand dollars ($75,000.00) of insurance for all Employees in the event that an Employee suffers a job-related death.

Section 3 - Retirement

See Appendix H for options as provided in New York State Employee's Retirement Law.

ARTICLE XI
LABOR-MANAGEMENT COMMITTEE

Section 1 - Labor-Management Committees

The County and the Union, recognizing the need for sound harmonious labor relations, shall jointly maintain and support a labor-management committee in each Department.

Each labor-management committee shall consist of eight members who will serve for the term of this agreement. The Union shall designate four members, exclusive of outside representatives, and the head of each Department shall designate four members. Vacancies shall be filled by the appointing party for the balance of the term to be served. The Committee shall select a chairman from among its members at each meeting. The chairmanship of the committee shall alternate between the members designated by the head of the Department and the members designated by the Union. A quorum shall consist of a majority of the total membership of a committee.

The labor-management committee shall meet at the call of either the Union or the County members at times mutually agreeable to both parties. At least one week in advance of a meeting, the party calling the meeting shall provide to the other party, a written agenda of matters to be discussed. Minutes shall be kept and copies of the minutes and agreements reached shall be supplied to all members of the Committee.

ARTICLE XII
EMPLOYEE STATUS AND RIGHTS

Section 1 - Equal Employment Opportunity - Affirmative Action Plan

The County and the Union fully endorse the principles of Equal Employment Opportunity and the County's Affirmative Action Plan and its procedures. Any complaints arising thereunder will be processed through the complaint procedure of the Affirmative Action Plan. Use of that procedure will not deprive an Employee of rights under the Agreement.

Section 2 - Non-Discrimination

The County and the Union will not discriminate against any Employee with respect to wages, hours, or any terms or conditions of employment by reason of race, creed, color, national origin, age, sex, or marital status, except as such conditions may constitute bonafide occupational or assignment qualifications, in which case an Employee whose request is refused on such grounds shall be notified in writing, with right to appeal through the grievance procedure herein.

Section 3 - Tenure

1. All annual salaried Employees, hourly and per diem Employees with a regular work schedule in the Non-Competitive and/or Labor Class, shall be accorded the same rights that a Competitive Employee currently receives under the provisions of Section 75 of the Civil Service Law, as it relates to removal and/or suspension after having served one (1) year of continuous service.

2. A joint Union/County committee will meet to explore alternate disciplinary procedures in lieu of Section 75 of the Civil Service Law.

Section 4 - Formal Action

An Employee shall at all times on request be entitled to have present a representative of the Union designated in accordance with the Agreement when being formally reprimanded for the record following an investigation. Following an investigation, if it is determined that an Employee will receive a formal reprimand, then the Employee and the Union will be notified by registered mail, with return receipt requested, of the time and place where such reprimand shall be administered and the Employee shall be entitled to have a representative of the Union present if the Employee desires. Formal action does not pertain to normal progress, performance and evaluation interviews or observations. All formal reprimands for any alleged infraction shall be made with due regard for individual privacy.

Section 5 - Right of Representation

Every Employee shall have the right to present grievances to the County free from interference, coercion, restraint, discrimination, or reprisal, and shall have the right to be represented at all stages.

Section 6 - Personnel Records

1. No complaint or report, adverse or derogatory, to an Employee shall be retained in the Employee's personnel file unless the Employee has had an opportunity to read same and to provide a response to be filed therewith.

2. All such adverse or derogatory material, including unsatisfactory evaluations, shall be removed after eighteen (18) months of original placement, except convictions under Section 75 of the Civil Service Law will be retained for thirty-six (36) months.

3. Except for pre-employment materials, deemed to be confidential, an Employee will be permitted to examine his/her personnel file at reasonable intervals, and to make copies of items therein.

4. Failure to notify an Employee that adverse or derogatory material has been placed in his/her file shall cause same to be immediately removed upon finding.

5. If an Employee has filed a grievance regarding an evaluation and/or written reprimand that has been placed in the Employee's personnel file, the decision and any action resulting therefrom, shall all be removed after eighteen (18) months from original placement. Section 75 material shall be retained for thirty-six (36) months.

   Nothing in this clause shall be construed to prohibit the County from releasing any document which is or has been in the Employee's official personnel file which is the subject of a duly authorized subpoena or court order or other legal order directing its production or for the purpose of presenting a relevant defense to any action or proceeding commenced by the Employee against the County, save for a grievance, under this contract.

6. Factually inaccurate statements may be subject to the grievance procedure.

7. A Joint Union/County Committee has been established to determine a method and process of purging Employees' personnel files of adverse or derogatory materials older than eighteen (18) months and Section 75 material older than three (3) years.

Section 7 - Takeover of Any County Facility

In the event of a takeover of any County facility, the County shall use its best efforts to insure that affected Employees of that facility are offered substitute employment, primarily through the new employer.

The County will not use the maintenance of standards clause for purposes of contracting out work where the law requires the County to bargain with the union over this issue.

In this regard, the County shall attempt to insure that Employees are offered employment by the new employer in the same or similar capacity.

If such employment offer is made to an Employee and said Employee declines to accept the offer, then the obligation of the County under this provision has been satisfied, and said Employee's rights shall be as determined by applicable provisions of the Civil Service Law.

In the event that Employees are not offered employment in the same or similar capacity, the County shall use its best efforts to obtain employment for such Employees elsewhere in County service for which the Employee is qualified and for which employment is available.

If no such employment is available, consistent with the law, Employees shall be placed on preferential hiring lists.

Section 8 - Grievance Procedure

The grievance procedure for Employees of this unit is annexed in Appendix E(1).

Section 9 – Layoffs

Consistent with the policy of the County, layoffs, if any, in the Non-Competitive and/or Labor Class, including Lifeguards, shall occur in the inverse order of seniority.

Section 10 - Retraining Program Committee

When there is advanced knowledge of job abolishments or pending changes in organization the County and the Union will meet to evaluate retraining for affected Employees, and make recommendations to appropriate County officials.

Section 11 - Drug Testing Procedure

The procedures and policies regarding drug testing shall be annexed as Appendix G.

ARTICLE XIII
UNION STATUS AND RIGHTS

Section 1 - Representation Rights

A. Visitation Rights

The County agrees that subject to reasonable rules, CSEA representatives will be granted access to County facilities during working hours for the purpose of observing whether the terms of the Collective Bargaining Agreement are being maintained. The parties agree that at least one (1) hour advance notice is required. The parties further agree that the Union representatives need only state that the purpose of the visit is to transact appropriate Union business, and will not be required to divulge or disclose further detail.

B. Organization Rights

Employees shall have the right to join and participate in the Union free from interference, coercion, restraint, discrimination, or reprisal.

C. Representation Rights

Employees shall have the right to be represented by the Union, to negotiate collectively with the County in the determination of their wages, hours, and terms and conditions of employment, and the administration of grievances.

D. Posting & Communication Rights

1. The Union shall have the right to post notices of its legitimate activities on Union bulletin boards provided by the County in each County building or subdivision offices owned or leased by the County. The County agrees to provide more bulletin boards for the exclusive use of the Union. It will be the responsibility of the Union to inform the County of the additional locations.

2. The Union may use the County inter-office mail service for bulk transmittal of communications to Employees for distribution through Union representatives.

3. No communication posted or mailed shall tend to impugn the good name, justly or unjustly, of any person, organization, or group.

Section 2 - Union Time

A. Negotiating Unit Representatives

1. Duly authorized representatives of the Union (in a ratio of one (1) per fifty (50) Employees over the negotiating unit as a whole) shall be permitted to transact official Union business directly related to the administration of the Agreement on County property during the work day but at reasonable times and in a reasonable manner that shall not interfere with or interrupt work or the individual duties and responsibilities of such representatives as County Employees.

2. When a Union representative meets by Agreement with a County representative during the work day, such meeting shall be without loss of pay.

B. Authorized Representatives

The Union shall certify to the County the names of its authorized representatives and the staff representatives and the areas in which their representation is effective.

Section 3 - Union Meeting

On the written request of the Union, the County will approve paid absences by Union representatives for attendance at Union meetings, up to a total of one (1) day annually per each one hundred (100) Employees in the unit for all such approved absences combined, but in no event less than seventy-five (75) days annually during the life of the Agreement.

ARTICLE XIV

EMPLOYER STATUS AND RIGHTS

Section 1 - Management Rights

Except as expressly limited by the provisions of the Agreement, all of the authority, rights and responsibilities possessed by the County are retained by it, including, but not limited to, the right to determine the facilities, methods, means, and number of personnel for the conduct of the County programs; to administer the merit system (Standards for a Merit system of Personnel Administration, promulgated by the Federal Government), including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, reassignment or transfer of Employees pursuant to law; to direct, deploy and utilize the work force, to establish specifications for each class of positions, and to classify or reclassify, and to allocate or reallocate new or existing positions in

accordance with law; and to discipline or discharge Employees in accordance with law and the provisions of the Agreement.

Section 2 - Productivity and Performance

Delivery of County Services in the most efficient, effective and courteous manner is of paramount importance to the County and the Union. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities. To achieve and maintain a higher level of effectiveness, the parties hereby agree to create a committee of no less than three (3) Union members and three (3) County members to conduct studies of methods, procedures and techniques under which the above goals may be achieved, as well as means for equitable distribution of any productivity benefits that may be realized. The creation of this committee will act to assist the County as it develops these goals and establishes objectives and standards to meet them. No layoffs will occur as a result of improvement in productivity and performance generated from this committee.

Section 3 - Dress Codes

The County shall have the right to establish departmental dress codes. Once established, the Union may negotiate the impact, if any, on Employees, subject to the provisions of the Taylor Law.

Section 4 - Smoking Policy

The County shall have the right to ban employee smoking in any building where County Employees work.

ARTICLE XV
LIFEGUARDS

The following provisions apply to the hourly titles of Lifeguard, Lifeguard Lieutenant, and Lifeguard Captain:

Section 1 – Wages

1. Wages as indicated in Appendix D.

   A. On days when the facility is closed due to inclement weather, lifeguards will be offered alternate work duties, if available. Any lifeguard who refuses such alternate work duties, may be sent home without pay for the hours not worked.

   B. Time and one-half pay after working forty (40) hours in any seven (7) day (one (1) week) work week periods.

   C. Guaranteed minimum of four (4) hours pay at the applicable hourly rate when called back to work before or after the Employee's normal work day, or on the Employee's scheduled day off.

   D. Rehire notification procedure of the County shall be continued for the life of the Agreement without change, and will be referenced.

   E. When a lifeguard is promoted from one title to another, the salary increase formula in Article IV, Section 1H shall be used for determining rates of pay.

2. Posting of all promotional opportunities in Lifeguard titles at pool sites and beaches.

3. All benefits, terms and conditions of employment are applicable to and covering the titles of hourly Lifeguards but not specifically cited in the Article, are asterisked in the "Table of Contents" of the Agreement.

4. The ability to file and follow the grievance procedure as indicated in Appendix E.

ARTICLE XVI
CONFORMITY WITH LAW

Section 1 - Employee Protection Under The Law

Nothing contained in the Agreement shall be construed to deny any Employee his rights under Section 15 of the New York Civil Rights Law, or under applicable Civil Service Laws and Regulations. Nothing contained herein shall be construed to deny or restrict with respect to any Employee, any rights the Employee may have under the Civil Service Laws or any other applicable laws and regulations. The rights provided to Employees hereunder shall be deemed in addition to those provided elsewhere.

Section 2 - Priority of Agreement

Where the provisions of the Agreement are in conflict with County policy, as stated in County Personnel Rules and manual of personnel policy and procedure, the Agreement shall govern, except as provided by Law.

Section 3 - Maintenance of Standards

Rates of pay, hours of work, and conditions of employment in effect prior to the Agreement and not covered by the agreement shall not be reduced without good cause during the term of the Agreement. Good Cause should not apply to matters covered by the New York State Niagara Decision. Good Cause may be determined through the grievance procedure herein, including Step 4.

Section 4 - Mandated Provisions of The Law

A. Affirmation of No-Strike

Pursuant to law the "Affirmation of No-Strike" is attached hereto as Appendix B.

B. Legislative Action

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

ARTICLE XVII

TERMS OF AGREEMENT

Section 1 – Duration

The Agreement shall be effective from January 1, 1996 until December 31, 2001 inclusive, and from year to year thereafter unless either party serves termination notice on the other by certified mail, postmarked by July 15, 2001, or any subsequent July 15, as may correspond to a year of subsequent renewal.

Section 2 – Renegotiation

No later than July 15, 2001, negotiations will be undertaken for an Agreement covering the period subsequent to December 31, 2001. If such an Agreement is not concluded by September 1, 2001, either party may request the Westchester County Public Employment Relations Board to designate a mediator to assist the parties to reach agreement.

If the parties have not reached an agreement by October 1, 2001, either party may request the Westchester County Public Employment Relations Board to appoint a fact finding board. Said mediation and fact finding will be governed by the provisions of Act Number 84-1967 of the Board of Supervisors of Westchester County as amended.

As per sworn authority in Section 3 below and:

IN WITNESS WHEREOF, the parties hereto have executed the Agreement, in quadruplicate, the day and year first above written: The County of Westchester, pursuant to law by Andrew J. Spano, County Executive, whose seal is affixed hereto and CSEA/AFSCME by James Farina, Regional Director, CSEA.

THE COUNTY OF WESTCHESTER CSEA/AFSCME

By
Andrew J. Spano
County Executive

By
Jerry R. Flore
President of Civil Service Employees Association

By
James Farina
Regional Director, CSEA

By
Alan G. Scheinkman
County Attorney

Section 3 - Principals to the Agreement

A. STATE OF NEW YORK
COUNTY OF WESTCHESTER SS.:

On the 2nd day of MAY, 2000, before me, personally came ANDREW J. SPANO, to me known, who being by me duly sworn, did depose and say he has offices at 148 Martine Avenue, White Plains, Westchester County, New York, that he is the County Executive of the County of Westchester, the municipal corporation described herein, and which executed the foregoing instrument; that he knows the official seal of the County Executive of the County of Westchester; that the seal affixed to said instrument is said official seal and it was so affixed by the order of the Board of Legislators of the County of Westchester; and that he signed his name thereto pursuant to the provisions of the Westchester County Charter.

B. STATE OF NEW YORK
COUNTY OF WESTCHESTER SS.:

On the 13TH day of APRIL, 2000, before me, personally came JAMES FARINA, to me known, and known to me to be a Regional Director employed by the Civil Service Employees Association, Inc./AFSCME, the Union described herein, and who being by me duly sworn, depose and say that his office address is 735 State Route 52, Beacon, New York 12521; that he is Regional Director employed by the Union and is authorized to sign his name to this Agreement as a result of that authorization.

CSEA NEGOTIATING COMMITTEE

Jane E. Fiore
President, CSEA

James Farina
Regional Director, CSEA

P. Andrew Swain

John McPhillips

Richard Blackburn

Thomas Hansen

Herbert Toone

Kenneth A. Fischer

APPENDIX A
(Article I, Section 2)
MANAGERIAL TITLES EXCLUDED FROM CONTRACT

The attached listing shows those titles that are non-represented managerial titles. This list is effective June 15, 1998. New titles may be added to this listing as needed.

Non-Represented Management Titles

ADM OF GENERAL SERVICES	E19
ASSOC DIR DIV (COMM HLTH SVC)	E18
ASSOC DIR-HOSPITAL	E19
ASST OF DEPUTY COUNTY ATTORNEY	E18
ASST DISTRICT ATTORNEY	E13
ASST TO COUNTY EXEC-HUMAN DEV	E14
ASST TO COUNTY EXECUTIVE IV	E16
BUDGET DIRECTOR	E20
CF DEPUTY COUNTY ATTORNEY	E19
CF DEPUTY PERONNEL OFFICER	E17
CF OF BUREAU-DISTRICT ATTORNEY	E16
CF OF STAFF-COUNTY EXECUTIVE	E18
CLK CTY BD LEG & CF OF STAFF	E18
CMR OF COMMUNITY MENTAL HEALTH	E20
CMR OF CORRECTION	E20
CMR OF ELECTIONS	E15
CMR OF ENVIRONMENTAL FACILITIES	E20
CMR OF FINANCE	E20
CMR OF HEALTH	E99
CMR OF HOSPITALS	E99
CMR OF PARKS RECREATION & CONS	E20

CMR OF PLANNING	E20
CMR OF PUBLIC WORKS	E20
CMR OF SOCIAL SERVICES	E20
CMR OF TRANSPORTATION	E20
CMR-PROBATION	E20
CMR/SHERIFF	E20
CO ATTORNEY	E20
CO CLERK	E99
CO EXECUTIVE	E99
CO LEGISLATOR	E22
DIR CONSUMER PROTECTION	E16
DIR DIV (ANESTHESIOLOGY)	E19
DIR DIV (CARIOPULMONARY)	E19
DIR DIV (COMM SVC OP)	E19
DIR DIV (EMERGENCY SERVICES)	E19
DIR DIV (HEALTH SERVICES)	E19
DIR DIV (HEMOTOLOGY)	E19
DIR DIV (MEDICINE)	E19
DIR DIV (NEUROLOGY)	E19
DIR DIV (OPTHAMOLOGY)	E19
DIR DIV (PATHOLOGY)	E19
DIR DIV (PEDIATRICS)	E19
DIR DIV (PSYCHIATRY)	E19
DIR DIV (RADIOLOGY)	E19
DIR DIV (RENAL LAB)	E19
DIR DIV (SURGERY)	E19
DIR HOSPITAL ADMINISTRATION	E19
DIR HOSPITAL FISCAL&BUS SUS	E19
DIR INTERGOVERNMENT REL CE	E16
DIR LABOR RELATIONS	E18
DIR OFF CRIMINAL JUSTICE SVCS	E16

DIR OFF EMLOYMENT&TRAINING	E14
DIR OFF FOR AGING	E16
DIR OFF FOR THE DISABLED	E14
DIR OFF FOR WOMEN	E14
DIR PLAYLAND	E17
DIR PUBLIC AFFAIRS	E16
DIR REAL ESTATE	E16
DIR RUTH TAYLOR INSTITUTE	E18
DIR YOUTH BUREAU	E14
DIR YOUTH BUREAU	E14
DIRECTOR OF CLINICAL SERVICES	E19
DIRECTOR OF DENTISTRY	E19
DISTRICT ATTORNEY	E99
DY ADM-GENERAL SERVICES	E17
DY DUGET DIRECTOR	E17
DY CF BUREAU - DISTRICT ATTORNEY	A15
DY CMR OF ADMIN SERVICES -SS	E17
DY CMR OF COM MENTAL HEALTH	E18
DY CMR OF COMMUNITY SVC –SS	E17
DY CMR OF CORRECTION	E17
DY CMR OF ELECTIONS	E14
DY CMR OF ENGINEER-PW	E17
DY CMR OF ENVIRON FAC	E18
DY CMR OF HEALTH	E17
DY CMR OF PARKS-REC & CON	E17
DY CMR OF PLAN-HOUSING & COM	E17
DY CMR OF PROBATION	E17
DY CMR OF PUBLIC SAFETY	E17
DY CMR OF SOLID WASTE	E18
DY CMR OF SYS & CNTRL SS	E17
DY CMR OF TRANSPORTATION	E17

DY CMR-FINANCE	E17
DY COUNTY ATTORNEY	E17
DY COUNTY EXECUTIVE	E20
DY DIR CONS PROT&SEALER-W&M	E14
DY DISTRICT ATTORNEY	E17
DY PERSONNEL OFFICER	E16
DY PUBLIC ADMINISTRATOR	E12
EEO COORDINATOR	E16
EXEC ASST DISTRICT ATTORNEY	A17
EXEC DEPUTY COUNTY CLERK	E16
EXEC DIR TAX COMMISSION	E16
FIRE COORDINATOR	E16
FIRST DY COMR FINANCE	E17
FIRST DY CMR HEALTH	E19
FIRST DY CMR HOSPITALS	E99
FIRST DY CMR PUBLIC WORKS	E18
FIRST DY CMR SOCIAL SERVICES	E18
FIRST DY COUNTY ATTORNEY	E18
FIRST DY DISTRICT ATTORNEY	A19
JUNIOR ASST DISTRICT ATTORNEY	A11
LEGISLATIVE COUNSEL	E16
MEDICAL DIRECTORS HOSPITAL	E19
PATHOLOGIST DY MEDICAL EXAMINER	E99
PATHOLOGIST MEDICAL EXAMINER	E99
PERSONNEL OFFICER	E20
PUBLIC ADMINISTRATOR	E16
SND DY COMR HEALTH	E17
SND DY DISTRICT ATTORNEY	A18
SR ASST DISTRICT ATTORNEY	A14
WARDEN	E17
E16 ASSOC DEAN-CC (BUS ADM&PU)	EXEC

E16 ASSOC DEAN-CC (CS&CORP ED)	EXEC
E16 ASSOC DEAN-CC (INST & LEAR[sic])	EXEC
E16 ASSOC DEAN-CC (INST & LEAR[sic])	EXEC
E16 ASSOC DEAN-CC (MATH PHYS)	EXEC
E16 ASSOC DEAN-CC (NAT & HELTH)	EXEC
E14 ASST DEAN (WCC)	EXEC
E14 ASST DEAN (WCC)	EXEC
E14 ASST DEAN (WCC)	EXEC
E14 ASST DEAN (WCC)	EXEC
E14 ASST DEAN (WCC)	EXEC
E14 ASST DEAN (WCC)	EXEC
E14 ASST DEAN (WCC)	EXEC
E14 ASST DEAN (WCC)	EXEC
E14 ASST DEAN (WCC)	EXEC
E14 ASST DEAN (WCC)	EXEC
E14 ASST DIR COMPUTER CENTER	EXEC
E14 DIR ADMISSIONS - CC	EXEC
E14 DIR BUSINESS AFFAIRS – C	EXEC
E14 DIR COLLEGE COM RELATION	EXEC
E14 DIR STUDENT AFFAIRS	EXEC
E14 DIRECTOR OF GUIDANCE-CC	EXEC
E12 FUNDING COORDINATOR-CC	EXEC
E22 PRESIDENT-COMMUNITY COLL	EXEC
E14 REGISTRAR CC	EXEC
E18 VICE PRES & DEAN ACA AFF	EXEC
E18 VICE PRES & DEAN ADM SV-	EXEC
E18 VICE PRES & DEAN EOC7 C	EXEC
E18 VICE PRES & DEAN STUDENT PERNL	EXEC
E16 DIR ACCOUNTING & CONTROL	MGMT
E16 DIR COMPUTER CENTER – CC	MGMT
E12 DIV COOR (GENERAL EDUCATION)	MGMT

E12 DIV COOR (HUMAN BEH & SOC)	MGMT
E12 DIV COOR (MATH & SCIENCE)	MGMT
E12 DIV COOR (PERSONNEL)	MGMT
E12 DIV COOR (POLICE ACADEMY)	MGMT
E12 DIV COOR (REGISTRAR)	MGMT
E12 DIV COOR (WCC)	MGMT
E10 SECURITY OFFICER	MGMT

APPENDIX B
(Article II, Section I)
(Article XVI, Section 4)

AFFIRMATION OF NO STRIKE

Pursuant to the provisions of Subdivision 3(b) of Section 207 of the Civil Service Law, known as the "Public Employees Fair Employment Act", I, Jane E. Fiore, Unit President, employed by Westchester County, do hereby affirm on behalf of the Civil Service Employees Association, Inc. Local 1000, AFSCME, AFL-CIO, Westchester County Local 860, Unit 9200.

It does not assert the right to strike against any government, to assist or participate in any such strike or to impose an obligation to conduct, assist or participate in such a strike.

This affirmation has been duly authorized by the Board of Directors and my authority to make such affirmation has been formally authorized by said Board.

The above affirmation is given for the purpose of establishing the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Westchester County Local 860, Unit 9200, as the sole and exclusive bargaining agent for all employees of the County of Westchester as defined in Appendix D.

Jane E. Fiore
Unit President

APPENDIX C
(Article III, Section 1C)

DEPARTMENTAL WORK SCHEDULE
(All employees have a 35 hour workweek)

I. Departments adhering to a Monday through Friday work schedule

1. Board of Acquisition and Contract
2. Board of Elections
3. Board of Legislators
4. Budget Office
5. Community Mental Health
6. Consumer Protection
7. County Clerk
8. Office of the County Executive
   a. Youth Bureau
   b. Office for the Aging
   c. Office for the Disabled
   d. Press and Public Affairs
   e. Inter-Governmental Relations
   f. Office for Economic Development
   g. Office for Affirmative Action
   h. Office for Women
   i. Office of Fire Services
   j. Information Center
9. County Executive-Personnel Office
10. County Executive-Real Estate
11. Department of Finance
12. Department of Health

13. Department of Law
14. Department of Planning
15. Department of Social Services
16. District Attorney
17. Office of Disaster & Emergency Services
18. Public Administrator
19. Tax Commission
20. Veterans' Service Agency

II Departments which have varied workweeks and shifts

Public Works	Administration		
	Engineering	(1)	M-F
	Building Div.	(1)	M-F
	Heating Plant	(3)	M-S
	Security	(3)	M-S
	Road Maintenance	(1)	M-F
	Bridge	(3)	M-S
	F & S Roads and Grounds	(1)	M-F
	Garage & Laundry	(1)	M-F
	F & S Maintenance (Supervisory)	(1)	M-S
	F & S Maintenance (Non-supervisory)	(1)	M-F
	F&S Administration	(1)	M-F
	F&S Chaplains	(1)	M-S
Environmental Facilities	Administration		
	Engineering	(1)	M-F
	Water Agency	(1)	M-F
	New Rochelle	(3)	M-S

	Mamaroneck Valley	(3)	M-S
	Joint Treatment Plant (Yonkers)	(3)	M-S
	No. Yonkers	(3)	M-S
	Saw Mill Valley	(3)	M-S
	So. Yonkers	(3)	M-S
	No. Yonkers Pump Station	(3)	M-S
Data Processing			
	Computer Room	(3)	M-S
	Data Entry	(3)	M-S
Purchase and Supply			
	Office	(1)	M-F
	Warehouse	(1)	M-F
Public Safety Services			
	Services Div.		
	Administration	(1)	M-F
	Civil	(1)	M-F
	Police Div.		
	Communications (Deputy) Sheriff(s)	(3)	M-S
	Communications (Civilian/ Non-rotating)	(3)	M-F
West. Community College			
	President's Office	(1)	M-F
	Administrative Services	(1)	M-F
	Student's Services	(1)	M-F
	Library	(1)	M-F
	Instructional Services	(1)	M-F
	E.O.C.	(1)	M-F
	Maintenance	(3)	M-F

	Computer Center	(3)	M-F
Labs & Research	Administration	(1)	M-F
	Laboratory	(1)	M-Sat.
***Parks, Recreation & Conservation**	Administration	(1)	M-F
	Golf course	(1)	M-S
	Performing Arts	(1)	M-F
	Arts & Crafts	(1)	M-F
	Athletics	(1)	M-F
	Real Estate	(1)	M-F
	County Center	(1)	M-S
	Camps	(1)	M-S
	General Maintenance	(1)	M-F
	Bronx River Parkway	(1)	M-F
	Washington's Headquarters	(1)	T-S
	Pound Ridge	(1)	M-F
	Tibbetts Brook Park	(1)	M-F
	Lifeguards(Hourly)	(1)	M-S
	VE Macy Park	(1)	M-F
	Sprain Ridge Park	(1)	M-F
	Kingsland Point Park	(1)	M-F
	George's Park	(1)	M-F
	Willson's Woods	(1)	M-F
	Glen Island Park	(1)	M-Sat
	Croton	(1)	M-S
	Sportsmans Center	(1)	M-Sat
***Playland**	Administration	(1)	M-F
	Maintenance Oper.	(1)	M-S

Probation	Administration	(1)	M-F
Social Services	Emergency Service	(3)	M-S
	Woodfield	(3)	M-S

***Parks, Golf Courses and Playland are open from dawn to dusk during season. Work hours are staggered.**

APPENDIX D
(Schedule A)

The attached listing shows those titles that are limited to the Collective Bargaining Unit.

ACCT CLK	C06
ACCT CLK-TYPIST	C06
ACCT I	C08
ACCT II	C10
ACCT III	C12
ACCTG CONTROL SPECIALIST	C08
ADM AIDE-COUNTY EXECUTIVE	C10
ADM ASST	C10
ADM ASST WCC	C10
ADM OFFR-ODES	C08
ADMISSIONS CLERK-WCC	C04
ADMISSIONS CLERK-WCC (SP SPKG)	C04
ADMITTING CLERK	C04
ADMITTING SUPERVISOR	C07
AIRPORT ASSISTANT	C12
ANIMAL VECTOR CONTROL SPECIALI	C10
APPLICATION SUPPORT ADMIN	C12
APPLICATION SUPPORT SPECIALIST	C10
APPRAISAL TECHNICIAN	C99
ARBORIST	C09
AREA SPVR-ENV HEALTH	C13
ASSESSMENT REC CLERK	C06

ASSOC ARCHITECT	C14
ASSOC ENGINEER (CIVIL)	C14
ASSOC ENGINEER (CONSTRUCTION)	C14
ASSOC ENGINEER (DESIGN COOR)	C14
ASSOC ENGINEER (ELECTRICAL)	C14
ASSOC ENGINEER (MECHANICAL)	C14
ASSOC ENGINEER (PUBLIC HEALTH)	C14
ASSOC ENGINEER (TRAFFIC)	C14
ASSOC PLANNER (ENVIR PLANNING)	C12
ASSOC PLANNER (GEO INFO SYSTEM)	C12
ASSOC PLANNER (HISTORIC PRESERV	C12
ASSOC PLANNER (HYDROLOGY)	C12
ASSOC PLANNER (MENTAL HEALTH)	C12
ASSOC PLANNER (PLANNING)	C12
ASSOC PLANNER (RESEARCH)	C12
ASSOC PLANNER (TRANSPORTATION)	C12
ASSOC PLANNER (URBAN DESIGN)	C12
ASSOC SANITARIAN	C12
ASSOC SURVEYOR	C14
ASST ARCHITECT	C12
ASST BUDGET ANALYST	C10
ASST BUYER	C08
ASST CF RESPIRATORY THERAPIST	C12
ASST COMPUTER SRVCS SPVR	C11
ASST COOK	C04
ASST DATA ENTRY SUPERVISOR	C06
ASST DEPUTY CO CL (ADMIN)	C10
ASST DEPUTY CO CL (ARCHIVES)	C10
ASST DEPUTY CO CL (LAND REC)	C10
ASST DEPUTY CO CL (LG&LDREC)	C10
ASST DEPUTY CO CL (LICENSING)	C10

ASST DEPUTY CO CL (NAT)	C10
ASST DEPUTY CO CL (REC CTR)	C10
ASST DEPUTY SUPT BUILDINGS	C10
ASST DIR ADM SVC (CE)	C11
ASST DIR ADM SVC (MGMT OP)	C12
ASST DIR FACILITIES & SVC	C13
ASST DIR FOR MENTAL HLTH & HOS	C15
ASST DIR OF NURSING	C11
ASST DIR OP-SOLID WASTE	C14
ASST DIR WASTEWATER TREATMENT	C13
ASST DIR-MAINTENANCE	C13
ASST DIR-PUBLIC HEALTH NURSE	C13
ASST ENGINEER (CIVIL)	C12
ASST ENGINEER (ELECTRICAL)	C12
ASST ENGINEER (MECHANICAL)	C12
ASST ENGINEER (PUBLIC HEALTH)	C12
ASST ENGINEER (TRAFFIC)	C12
ASST ENV BACTERIOLOGIST	C10
ASST ENV CHEM (ENV FAC)	C10
ASST ENV CHEM (INORG)	C10
ASST ENV CHEM (ORGAN)	C10
ASST FORENSIC SCIENTIST	C10
ASST GAMES MANAGER	C07
ASST GOLF COURSE MANAGER	C07
ASST GREENSKEEPER	C07
ASST INSPECTOR-WEIGHTS & MEASU	C06
ASST MEDICAL PHYSICIST	C14
ASST MGR GEOGRAPHIC INFO SYS	C13
ASST MGR-CO CTR OPERATIONS	C12
ASST MGR-CO CTR SALES & MARKET	C12
ASST MGR-PATIENT ACCOUNTS	C13

ASST MICROBIOLOGIST	C10
ASST OPERATING SUPERINTENDENT	C09
ASST PARK SUPERINTENDENT	C08
ASST PATHOLOGIST-ASST MED EXAM	C14
ASST PERSONNEL CLERK	C05
ASST PERSONNEL INVESTIGATOR	C07
ASST PLANNER (ENV PLANNING)	C08
ASST PLANNER (GEOG INFO SYS)	C08
ASST PLANNER (PLANNING)	C08
ASST PLANNER (RESEARCH)	C08
ASST PLANNER (TRANS)	C08
ASST PLANNER (URBAN DESIGN)	C08
ASST RECORDS CLERK-DA	C06
ASST REGISTRAR-WCC	C10
ASST RESOURCE CONSULTANT	C11
ASST SECRETARY-BD OF A & C	C08
ASST SECRETARY-CO EXEC	C06
ASST SECRETARY-DA	C08
ASST SPVG AUDIT CLERK	C07
ASST SPVG ELIGIBILITY EXAMINER	C10
ASST SPVG INVST & ENFOR OFFR	C10
ASST SPVR-CLAIMS AUDITING	C08
ASST SPVR-FAIR HEARINGS	C10
ASST STATISTICIAN-HEALTH	C08
ASST SUPT-BLDGS & GROUNDS-C C	C10
ASST SUPT-LAND FILLS	C09
ASST SUPT-MAINTENANCE	C11
ASST SUPT-MAINTENANCE-EF	C11
ASST SUPT-RD MAINTENANCE	C12
ASST TO CHAPLAINS	C03
ASST TO COMR OF CMHS	C12

ASST TO COMR-DSS	C12
ASST TO DIR-NBR HEALTH CTR	C08
ASST TO FOOD SVC MGR (CORRECTIO	C08
ASST TO FOOD SVC MGR WCMC)	C08
ASST TOXICOLOGIST	C10
AUDIO VISUAL TECHNICIAN	C07
AUTO MECHANIC HELPER	C06
AUTO MECHANIC I	C07
AUTO MECHANIC II	C08
AUTO MECHANIC III	C09
AUTOPSY ASSISTANT	C07
AUTOPSY ASSISTANT TRAINEE	C06
BALLISTICS TECHNICIAN	C11
BATHHOUSE ATTENDANT	C01
BATHHOUSE MANAGER-PLAYLAND	C09
BIOCHEMIST	C10
BIOMEDICAL ENGINEER	C12
BIOMEDICAL TECHNICIAN	C09
BIOMEDICAL TECHNICIAN-SURGICAL	C09
BIOSTATISTICIAN	C12
BLDG SERVICE SUPERVISOR	C05
BLDG SERVICE WORKER I	C01
BLDG SERVICE WORKER II	C02
BOOKING MANAGER-PLAYLAND	C09
BOOKING REPRESENTATIVE	C07
BOOKKEEPING MACHINE OPERATOR	C04
BOX OFFICE AGENT	C07
BRIDGE ATTENDANT	C04
BUDGET CLERK	C07
BUDGET SPECIALIST I	C08
BUDGET SPECIALIST II	C10

BUDGET SPECIALIST III	C12
BURSAR	C10
BUS OFF ASST-EOC	C08
BUYER	C10
CANCER REGISTRY ABSTRACTOR	C08
CAREER INFORMATION SPECIALIST	C07
CARETAKER	C02
CARETAKER-WASHINGTON'S HEADQUA	C05
CASE MGR I (HIV)	C07
CASE MGR I (SUB ABUSE)	C07
CASE MGR I (SUB ABUSE-SP SPKG)	C07
CASE MGR I (TASC)	C07
CASE MGR I (TASC-SP SPKG)	C07
CASE MGR II (DEV DIS SERVICES)	C09
CASE MGR II (DOM VIOL)	C09
CASE MGR II (EAP)	C09
CASE MGR II (HIV)	C09
CASE MGR II (SOCIAL WORK)	C09
CASE MGR II (SUB ABUSE)	C09
CASE MGR II (SUB ABUSE-SP SPKG)	C09
CASE MGR II (TASC)	C09
CASE MGR II (TASC-SP SPKG)	C09
CASE REGISTRY SUPERVISOR	C07
CASHIER	C04
CASHIER-GOLF COURSE	C05
CASHIER-PLAYLAND	C05
CENTER ADMIN-CMHS (SS	C13
CENTER ADMINISTRATOR-CMHS	C13
CERTIFICATION COORDINATOR	C08
CERTIFIED RESP THERAPY TECH	C09
CF CASHIER-PLAYLAND	C06

CF CYTOGENETICIST	C13
CF FORENSIC SCIENCE SERVICES	C15
CF OCCUPATIONAL THERAPIST	C14
CF OF COMMUNICATIONS-CAD/RM	C12
CF OF X-RAY	C14
CF PERFUSIONIST	C14
CF PHYSICAL THERAPIST	C14
CF PLANNER	C14
CF ROAD MAINTAINER I	C08
CF ROAD MAINTAINER II	C09
CF TOXICOLOGICAL SERVICES	C15
CF WASTEWATER PUMPING PL OP I	C11
CF WASTEWATER PUMPING PL OP II	C10
CF WASTEWATER TR PL OP	C11
CF WATER TREATMENT PLANT OPER	C11
CHAPLAIN	C11
CHEMIST TRAINEE	C08
CHILD DEVELOPMENT SPECIALIST	C09
CLINICAL PSYCHOLOGIST	C12
CLINICAL PSYCHOLOGIST (SP SPKG)	C12
CLK TO BUD & APPROP COMMITTEE	C08
CLK-BOARD OF ELECTIONS	C07
CLK-COMMITTEE ON LEGISLATION	C08
CLK-COUNTY BOARD	C13
CLK-COUNTY CLERK	C05
CODE ENFORCEMENT OFFICER	C10
COM HEALTH EDUCATION SPECIALIS	C09
COM HEALTH WORKER	C06
COM OUTREACH WORKER	C04
COM SERVICES AIDE	C01
COM SVC REPRESENTATIVE	C09

COM WORK ASSISTANT	C09
COM WORKER	C06
COM WORKER (SP SPKG)	C06
COM WORKER-MENTAL HEALTH	C06
COM WORKER-YOUTH SERVICES	C07
COMM & COMMUNITY EDUC SPEC	C10
COMM OFFICER-O.D.E.S	C11
COMM OPERATOR	C07
COMM OPERATOR TRAINEE	C06
COMP CENTER SPVR-COM COLLEGE	C12
COMP OPERATOR TRNEE (TAPE&DISC)	C04
COMP OPERATOR (TAPE & DISC)	C07
COMP RESOURCE ANALYST	C13
COMP SERVICE SUPERVISOR	C12
COMP TRAINING SPECIALIST	C10
CONF INVESTIGATOR-DSS	C12
CONF REPORTER-DA	C10
CONF SCHEDULING SECY-CE	C12
CONF SECY CHAIR/VICE BOL	C11
CONF SECY CHIEF ADVISOR-CE	C11
CONF SECY COUNTY EXECUTIVE	C11
CONF SECY DY COUNTY EXECUTIVE	C11
CONSERVATION RANGER	C05
CONSLT NUTRITIONIST	C11
CONSLT OCCUPATIONAL THERAPIST	C99
CONSLT SUPPORTIVE SVCS TO AGIN	C10
CONSTRUCTION COORD	C12
CONTROL CLERK	C06
COOK	C06
COOR ACAD SKILLS-EOC	C11
COOR ADM AFFAIRS-CE	C12

COOR COMMUNITY EDUCATION-CMH	C12
COOR CORRECTIONAL LIBRARY SVCS	C09
COOR EDUC OPPORTUNITY PROG	C11
COOR LIBRARY SERVICES	C09
COOR OCCUP PLACEMENT & FOLLOW	C12
COOR OF LABORATORY SERVICES-PH	C09
COOR OF TECHNICAL MEDIA SVS	C12
COOR PREVENTION SVCS-CMH	C12
COOR REHAB SERVICES	C12
COOR STUDENT AFFAIRS	C12
COOR TECH ASST-OFF DISABLED	C09
COOR TRANSFER INFORMATION	C12
COOR-ADMINISTRATIVE SERVICES	C13
COOR-COMMUNITY SERVICE AIDE PR	C07
COOR-EMER MEDICAL SERVICES	C11
COOR-FISCAL OPERATIONS	C13
COOR-NUTR PROG FOR ELDERLY	C13
COORDINATOR-ODES	C12
COST AND STATISTICAL ANA I	C10
COST AND STATISTICAL ANA II	C12
CURATOR	C09
CUSTOMER SRV REP-AUTO SYS	C10
DARKROOM ATTENDANT	C02
DATA COMMUNICATIONS ANALYST	C12
DATA COMMUNICATIONS SPEC	C10
DATA COMMUNICATIONS SPEC TRNEE	C08
DATA ENTRY SYSTEMS OPERATOR	C06
DATA PROCESSING CLERK	C03
DENTAL AIDE	C02
DENTAL ASSISTANT	C04
DENTAL HYGIENIST	C08

DENTAL LABORATORY TECHNICIAN	C08
DENTIST-DEPARTMENT OF HEALTH	C15
DEPARTMENTAL AIDE	C01
DIALYSIS ASSISTANT	C08
DIALYSIS TECHNICIAN	C07
DIETETIC TECHNICIAN	C07
DIETETIC TRAINEE	C06
DIR APPLICATION SUPPORT	C15
DIR COMMUNITY DEVELOPMENT	C14
DIR DESIGN COORDINATION	C15
DIR ENVIRONMENTAL HEALTH SVCS	C15
DIR MEDICAL RECORDS	C12
DIR OF SMALL BUSINESS INIT	C15
DIR RECREATION THERAPY	C11
DIR SYSTEMS DEVELOPMENT&APPL	C15
DIR TECHINICAL SUPPORT SERVICE	C15
DIR VETERANS ASSISTANCE - SS	C11
DIR-CENTRAL SUPPLY	C10
DISTRICT HLTH MANAGER	C13
DISTRICT PARK DIR	C13
DOCKET AND FILE CLERK	C08
DOMESTIC VIOLENCE AIDE	C07
DOSIMETRIST	C12
DY DIR OF SMALL BUSINESS INIT	C14
DY DIR WASTEWATER TREAT	C15
DY SHERIFF-SEX CRIME INVSTGR	C09
DY SHERIFF-SPVG SEX CRIME INVS	C11
DY SUPERINTENDENT OF BUILDINGS	C12
ECONOMIC DEVELOPMENT SPECIALIS	C12
EDUCATIONAL ASSISTANT	C10
EDUCATIONAL MEDIA PROG SPEC	C11

EDUCATIONAL SPEC (PSYCH)	C12
EDUCATIONAL SPEC (GENERAL)	C12
EDUCATIONAL SPEC (OCCUP THERAPY	C12
EDUCATIONAL SPEC (PHYS THERAPY)	C12
EDUCATIONAL SPEC (SPEECH PATHOL	C12
ELIG CLERK	C06
ELIG EXAMINER	C09
ELIG EXAMINER (ARABIC SPKG)	C09
ELIG EXAMINER (SP SPKG)	C09
EMP&TRNG PROG ADM (MONITOR)	C11
EMP&TRNG PROG ADM (QUALITY CON)	C11
EMP&TRNG PROG ANALYST I	C09
EMP&TRNG PROG ANALYST II	C10
EMP&TRNG PROG MONITOR I	C07
EMP&TRNG PROG MONITOR II	C08
EMPLOYEE ASST PROG ASST	C06
EMPLOYMENT COORDINATOR	C10
EMPLOYMENT COUNSELLOR	C09
EMPLOYMENT COUNSELLOR-SP SPKG	C09
ENG INSPECTOR	C09
ENG RECORDS CLERK	C06
ENG TECH (CIVIL)	C06
ENG TECH (ELECTRICAL)	C06
ENG TECH (ENVIRONMENTAL FAC)	C06
ENG TECH (MECHANICAL)	C06
ENG TECH (SOLID WASTE)	C06
ENG TECH (SURVEY)	C06
ENG TECH (TRAFFIC)	C06
ENG TECH (TRANSPORTATION)	C06
ENG TECH (WATER USE)	C06
ENV BACTERIOLOGIST	C11

ENV CHEMIST (INORGANIC)	C11
ENV CHEMIST (ORGANIC)	C11
ENV ENGINEER-WATER QUALITY MGT	C12
ENV HEALTH AIDE	C05
ENV HEALTH TECHNICIAN I	C07
ENV HEALTH TECHNICIAN II	C08
ENV PROJECT COORDINATOR	C10
ESTATE INVESTIGATOR	C10
ESTIMATOR	C12
EVENTS COOR-COUNTY CENTER	C10
EXAMINATIONS ASSISTANT	C06
EXCAVATING MACHINE OPERATOR	C07
EXEC SECY BUDGET DIRECTOR	C10
EXEC SECY CHIEF INFO OFFICER	C10
EXEC SECY CMR CORRECTIONS	C10
EXEC SECY CMR ELECTIONS	C10
EXEC SECY CMR HEALTH	C10
EXEC SECY CMR MENTAL HLTH	C10
EXEC SECY CMR PLANNING	C10
EXEC SECY CMR PROBATION	C10
EXEC SECY CMR PUB WORKS	C10
EXEC SECY CMR SOCIAL SVS	C10
EXEC SECY CMR TRANSP	C10
EXEC SECY CMR-ENV FAC	C10
EXEC SECY CMR-FINANCE	C10
EXEC SECY CMR-PRC	C10
EXEC SECY CMR/SHERIFF	C10
EXEC SECY CO ATTORNEY	C10
EXEC SECY PATH-MED EXAMINER	C10
EXEC SECY PERSONNEL OFFICER	C10
EXEC SECY PRESIDENT-WCC	C10

EXTERMINATOR	C08
FARM MANAGER	C12
FIELD OPERATIONS SUPERVISOR	C10
FIELD REPRESENTATIVE-MH	C12
FINANCIAL ANALYST I	C10
FINANCIAL ANALYST II	C12
FINANCIAL ANALYST III	C13
FIRE INSPECTOR	C09
FIRE TRAINING ASSISTANT	C07
FIRST AIDE NURSE	C07
FOOD PRODUCTION SUPERVISOR	C10
FOOD SERVICE MGR-CORRECTIONS	C13
FOOD SERVICE SUPERVISOR	C06
FORENSIC SCIENCE SPECIALIST	C12
FORENSIC SCIENCE TRAINEE	C08
FORENSIC SCIENTIST	C11
FORESTER	C12
GARAGE ATTENDANT	C03
GARAGE FOREMAN	C10
GENERAL SUPT-SOLID WASTE	C12
GEOGRAPHIC INFO SYS SPECIALIST	C10
GOLF COURSE MANAGER	C11
GOLF COURSE SUPERINTENDENT	C13
GRAPHIC ILLUSTRATOR	C06
GRAPHICS COORDINATOR	C12
GREENSKEEPER	C10
HEAD AUTOMOTIVE MECHANIC	C14
HEAD COOK	C07
HEAD JANITOR	C06
HEAD MOTOR EQUIPMENT OPERATOR	C06
HEALTH STUDENT INTERN	C99

HEATING PLANT OP I (HP)	C07
HEATING PLANT OP I (LP)	C07
HEATING PLANT OP II (HP)	C08
HEATING PLANT OP II (LP)	C08
HEATING PLANT OP TRAINEE	C06
HEAVY MOTOR EQUIPMENT OPERATOR	C07
HISTOLOGIST	C08
HLTH CARE ADM (AMBU CARE)	C14
HLTH CARE ADM (ED SVC HNDCP CH	C14
HLTH CARE ADM (EMS)	C14
HLTH CARE ADM (HLTH INFO)	C14
HLTH CARE ADM (MANAGED CARE SV	C14
HLTH CARE ADM (MATERIALS MGMT)	C14
HLTH CARE ADM (MENTAL HLTH SVC)	C14
HLTH CARE ADM (PAT CARE SVS)	C14
HLTH CARE ADM (PH PLANNING)	C14
HLTH CARE ADM (PH PROGRAM)	C14
HLTH CARE ADM (QUALITY ASSURE)	C14
HLTH CARE ADM (REHAB THERAPIES)	C14
HLTH CARE ADM (SVS FOR CHILDREN	C14
HLTH GUIDE FIELD SUPERVISOR	C03
HLTH INSURANCE SUPERVISOR	C09
HLTH INVSTG-COMM DIS	C08
HLTH INVSTG-COMM DIS (SP SPKG)	C08
HLTH SERVICES AIDE	C05
HOME HEALTH AIDE	C03
HOUSEKEEPER	CO7
HUMAN RESOURCES PLANNER	C12
INFO & EDUCATIONAL SPECIALIST	C11
INFO SYS SECURITY ANALYST	C13
INFO SYS SECURITY SUPERVISOR	C14

INFORMATION CLERK	C03
INFORMATION SYSTEMS CLERK	C03
INSPECTOR-WEIGHTS&MEAS TRNEE	C07
INSPECTOR-WEIGHTS&MEASURES	C09
INSTITUTIONAL EDUCATION COORD	C12
INSURANCE CLERK	C06
INT ATTENDANT-PLAYLAND	C02
INTERMEDIATE AUDIT CLERK	C04
INTERMEDIATE CLERK	C03
INTERMEDIATE FILE CLERK	C03
INTERMEDIATE NURSING AIDE	C03
INTERMEDIATE PSYCHIATRIC AIDE	C03
INTERMEDIATE STENOGRAPHER	C04
INTERMEDIATE TYPIST	C03
INVENTORY CONTROL CLERK	C05
INVENTORY CONTROL SUPERVISOR	C08
JOB DEVELOPMENT ASSISTANT	C06
JOB DEVELOPMENT SPECIALIST	C09
JUNIOR ADMINISTRATIVE ASSIST	C08
JUNIOR ARCHITECT	C09
JUNIOR ATTENDANT-PLAYLAND	C01
JUNIOR BUDGET ANALYST	C08
JUNIOR BUDGET CLERK	C05
JUNIOR BUYER	C07
JUNIOR CASHIER	C03
JUNIOR CLERK	C01
JUNIOR DIETARY AIDE	C01
JUNIOR ENGINEER (CIVIL)	C09
JUNIOR ENGINEER (CONSTRN)	C09
JUNIOR ENGINEER (ELECTRICAL)	C09
JUNIOR ENGINEER (MECHANICAL)	C09

JUNIOR ENGINEER (PUB HLTH)	C09
JUNIOR ENGINEER (TRAFFIC)	C09
JUNIOR LABORATORY TECHNICIAN	C05
JUNIOR LANDSCAPE ARCHITECT	C09
JUNIOR NURSING AIDE	C01
JUNIOR OFFICE ASST (CO EXEC)	C04
JUNIOR OFFICE ASST (TYP)	C04
JUNIOR PERSONNEL TECHNICIAN	C08
JUNIOR PROGRAMMER	C08
JUNIOR PSYCHIATRIC AIDE	C01
JUNIOR STAFF ASST (CO EXEC)	C06
LAB ASSISTANT	C05
LAB HELPER	C04
LAB STOCK CLERK	C04
LAB TECHNICIAN	C07
LABOR FOREMAN	C06
LABORER	C03
LANDSCAPE ARCHITECT	C12
LAW CLERK	C08
LEAD COMPUTER OP (TAPE&DISC)	C10
LEAD HOUSEKEEPING AIDE	C04
LEAD OFFSET PRESS OPERATOR	C08
LEAD PROGRAMMER	C13
LEAD TECHNICAL ASSISTANT	C09
LEAD WORD PROCESSING OPERATOR	C06
LEGAL CONSLT DEPT LAW	C99
LEGAL SECRETARY I	C07
LEGAL SECRETARY II	C08
LEGAL SECRETARY TRAINEE	C06
LIBRARY CLERK	C03
LIFE GUARD	C01

LIFE GUARD-CAPTAIN	C03
LIFE GUARD-LIEUTENANT	C02
LINEN SERVICE SUPERVISOR	C07
MANAGEMENT ANALYST	C10
MANAGER GEOGRAPHIC INFO SYS	C14
MANAGER I-SOCIAL SERVICES	C13
MANAGER II-SOCIAL SERVICES	C14
MANAGER III-SOCIAL SERVICES	C15
MANAGER NETWORK ENGINEERING	C14
MANAGER SERVER ENGINEERING	C14
MANAGER SOFTWARE ARCHITECTURE	C14
MEDICAL ASSISTANT	C06
MEDICAL EXAMINER-INVESTIGATOR	C10
MEDICAL LIBRARIAN	C09
MEDICAL PHOTOGRAPHER	C11
MEDICAL RECORDS CLERK	C04
MEDICAL RECORDS CODER	C07
MEDICAL SOCIAL WORK ASSISTANT	C09
MEDICAL SOCIAL WORKER	C10
MEDICAL STUDENT EXTERN	C99
MEDICAL TRANSCRIPTIONIST	C06
MESSENGER	C03
MGR OF DATA COMMUNICATIONS	C14
MGR-COMPUTER OPERATIONS	C15
MGR-GENERAL ACCOUNTING	C13
MGR-TRANSFER STATIONS	C12
MICROBIOLOGIST	C11
MICROBIOLOGIST TRAINEE	C08
MINORITY BUSINESS ADVISOR	C10
MORTGAGE TAX CASHIER	C07
MORTGAGE TAX DEPUTY	C10

MOTOR EQUIPMENT OPERATOR	C04
MOTOR EQUIPMENT SVC FOREMAN	C13
MTCE LABORER (ENV FAC)	C04
MTCE LABORER (EQUIPMENT)	C04
MTCE LABORER (GOLF COURSE)	C04
MTCE LABORER (HVAC)	C04
MTCE LABORER (PRC)	C04
MTCE LABORER (TRANSPORTATION)	C04
MTCE LABORER (UTILITY)	C04
MTCE MECH I (BUILDING ENVIRON)	C06
MTCE MECH I (CARPENTER)	C06
MTCE MECH I (ELECTRICAL)	C06
MTCE MECH I (EQUIPMENT)	C06
MTCE MECH I (FIRE SAFETY)	C06
MTCE MECH I (GROUNDS)	C06
MTCE MECH I (INSTRUMENTATION)	C06
MTCE MECH I (LEAK SURVEILLENCE)	C06
MTCE MECH I (MACHINIST)	C06
MTCE MECH I (MECHANICAL)	C06
MTCE MECH I (PAINTER)	C06
MTCE MECH I (PLASTER & MASON)	C06
MTCE MECH I (PLUMBER)	C06
MTCE MECH I (REPAIR)	C06
MTCE MECH I (ROAD MARKINGS)	C06
MTCE MECH I (SIGNMAKER)	C06
MTCE MECH I (TINSMITH & ROOFER)	C06
MTCE MECH I (TRANSPORTATION)	C06
MTCE MECH I (TREATMENT PLT EQP)	C06
MTCE MECH I (UTILITY)	C06
MTCE MECH I (WELDER)	C06
MTCE MECH II (COUNTY CENTER)	C07

MTCE MECH II (MEDICAL EQUIP)	C07
MTCE MECH II (PAINTER)	C07
MTCE WORKER (BUILDINGS)	C05
MTCE WORKER (EQUIPMENT)	C05
MTCE WORKER (REPAIR)	C05
MTCE WORKER (TRAFFIC DEVICES)	C05
MULTIMEDIA CAMERA OPERATOR	C10
NATURALIST	C14
NETWORK ENGINEER I	C10
NETWORK ENGINEER II	C12
NON-INVASIVE TECHNOLOGIST	C10
NURSERYMAN	C08
NURSING AIDE-TRAINING	C05
NUTRITIONIST	C09
OCCUPATIONAL ALCOHOLISM SPEC	C12
OCCUPATIONAL THERAPIST	C09
OCCUPATIONAL THERAPY AIDE	C03
OCCUPATIONAL THERAPY ASSISTANT	C06
OFF ASST (BD OF LEG)	C06
OFF ASST (BUDGET)	C06
OFF ASST (CO EXECUTIVE)	C06
OFF ASST (LABS & RESEARCH)	C06
OFF ASST (MICROGRAPHICS)	C06
OFF ASST (PERSONNEL)	C06
OFF ASST (PERSONNEL-SPAN SPKG)	C06
OFF ASST (TYPIST SP SPKG)	C06
OFF ASST (TYPIST)	C06
OFF ASST (WORD PROCESSING)	C06
OFF ASST (WORD PROCESSING-SPAN	C06
OFF ASST-PURCHASE	C07
OFF MACH OP (MICROGRAPHICS)	C05

OFF MACH OP (OFFSET)	C05
OFFSET PRESS OPERATOR	C06
OPERATING SUPERINTENDENT	C10
OPERATIONS ASSISTANT-PRC	C07
OPERATIONS OFFICER-O.D.E.S.	C11
PARALEGAL	C08
PARAMEDIC	C10
PARK FOREMAN	C07
PARK RANGER	C08
PARK SUPERINTENDENT I	C09
PARK SUPERINTENDENT II	C10
PARK SUPERINTENDENT III	C11
PARKING ATTENDANT	C02
PARKING LOT CUSTODIAN	C03
PAYROLL AUDIT CLERK	C06
PAYROLL CLERK	C06
PAYROLL SECTION SUPERVISOR	C08
PEDIATRICIAN (PART TIME)	C15
PERSONNEL AUDIT CLERK	C07
PERSONNEL AUDITOR	C07
PERSONNEL CLERK	C07
PERSONNEL INTERVIEWER	C07
PERSONNEL INVESTIGATOR	C09
PERSONNEL RECORDS SUPERVISOR	C10
PERSONNEL STAFF ASSISTANT	C08
PHARMACIST	C11
PHARMACY INTERN	C07
PHLEBOTOMIST	C99
PHYSICAL THERAPIST	C09
PHYSICAL THERAPY ASSISTANT	C07
PHYSICIAN ASSISTANT	C11

PHYSICIAN PART TIME	C13
PHYSIOTHERAPY AIDE	C03
PLANNER TRAINEE	C07
PLANNER (ENVIRONMENT PLANNING)	C10
PLANNER (PLANNING)	C10
PLANNER (REHABILITATION SPEC)	C10
PLANNER (RESEARCH)	C10
PLANNER (TRANSPORTATION)	C10
PLANNER (URBAN DESIGN)	C10
PLANT SUPERINTENDENT	C12
PLANT SUPERINTENDENT-YONKERS	C13
PODIATRIST	C10
POLICE PHOTOGRAPHER	C08
PRACTICAL NURSE	C06
PRESS SECY-COUNTY EXECUTIVE	C11
PRIMARY TEACHER	C07
PRINCIPAL ENG TECH (ARCHITECT)	C11
PRINCIPAL ENG TECH (CIVIL)	C11
PRINCIPAL ENG TECH (CONSTRUCT)	C11
PRINCIPAL ENG TECH (ELECTRICAL)	C11
PRINCIPAL ENG TECH (ENVIRONMNT)	C11
PRINCIPAL ENG TECH (HYDRAULICS)	C11
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PROG ADM (AQUATICS & CAMPING)	C12
PROG ADM (ARCHIVIST)	C12
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PROG ADM (INFORMATION SYSTEMS)	C12
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PROG ADM (PAYMENT PROCESSING)	C12
PROG ADM (PAYROLL AUDITING)	C12
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PROG ADM (PRC)	C12
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PROG ADM (QUALITY ASSURANCE)	C12

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PROG ADM (REAL PROPERTY TAX)	C12
PROG ADM (REHAB SERVICES)	C12
PROG ADM (RESOURCES	C12
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PROG ADM (SALES MARKETING)	C12
PROG ADM (SOLID WASTE)	C12
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PROG ADM (SPECIAL SERVICES)	C12
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PROG COOR (SAFETY)	C13
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PROG COOR (SPECIAL EDUCATION)	C13
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PROG COOR (SPECIAL TRANS SVCS)	C13
PROG COOR (STOP-DWI)	C13
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PROG SPEC (AGING SERVICES)	C10
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PROG SPEC (BENEFITS)	C10
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PROG SPEC (BOARD OF A & C)	C10
PROG SPEC (BUILDING SERVICES)	C10
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PROG SPEC (CLINICAL SERVICES)	C10
PROG SPEC (COM RELATIONS CE)	C10
PROG SPEC (COM RELATIONS TRANS)	C10
PROG SPEC (COMMUNIC ASST-ODES)	C10
PROG SPEC (COMMUNITY EDUCATION)	C10
PROG SPEC (CONTRACT MANAGEMENT)	C10
PROG SPEC (CORRECTIONS)	C10
PROG SPEC (COUNTERCYCLICAL EMP)	C10
PROG SPEC (DATA PROCESSING SVC)	C10

PROG SPEC (DEV DIS SERV)	C10
PROG SPEC (DISABLED)	C10
PROG SPEC (DOMESTIC VIOLENC SV)	C10
PROG SPEC (E M S)	C09
PROG SPEC (ECONOMIC DEVELOPMNT)	C10
PROG SPEC (EEO)	C10
PROG SPEC (EMPLOY & TRAINING)	C10
PROG SPEC (EMPLOYEE ASST PROG)	C10
PROG SPEC (ENVIRONMENTAL FAC)	C10
PROG SPEC (EQUIP CONT WCMC)	C10
PROG SPEC (EVALUATION & REVIEW)	C10
PROG SPEC (FINANCE & ADMIN)	C10
PROG SPEC (GIS)	C10
PROG SPEC (GRANTS)	C10
PROG SPEC (GRAPHICS)	C10
PROG SPEC (HEALTH)	C10
PROG SPEC (HIV)	C10
PROG SPEC (HOUSING & PLANNING)	C10
PROG SPEC (HOUSING)	C10
PROG SPEC (INFORMATION SYSTEMS)	C10
PROG SPEC (JOB DEVELOPMENT)	C10
PROG SPEC (LAW)	C10
PROG SPEC (MEDICAL DATA ANA)	C10
PROG SPEC (MEDICAL RECORDS)	C10
PROG SPEC (MENTAL HEALTH)	C10
PROG SPEC (OCJP)	C10
PROG SPEC (ODES)	C10
PROG SPEC (OFFICE FOR WOMEN)	C10
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PROG SPEC (PAYROLL SERVICES)	C10
PROG SPEC (PRE RELEASE SERVICE)	C10
PROG SPEC (RADIOLOGICAL HEALTH)	C10
PROG SPEC (REAL ESTATE)	C10
PROG SPEC (REIMBURSEMENT)	C10
PROG SPEC (RESEARCH & DEVELOP)	C10
PROG SPEC (RISK MANAGEMENT)	C10
PROG SPEC (SOCIAL SERVICES)	C10
PROG SPEC (SOFTWARE ARCH)	C10
PROG SPEC (SOLID WASTE)	C10
PROG SPEC (SPECIAL SERVICES)	C10
PROG SPEC (SPECIALIZED TRAN SV)	C10
PROG SPEC (SUPPORTIVE SRV ELDR)	C10
PROG SPEC (TELECOMMUNICATIONS)	C10
PROG SPEC (TRAFFIC SAFETY)	C10
PROG SPEC (TRANSPORTATION)	C10
PROG SPEC (TREAT ALT STRT CRM)	C10
PROG SPEC (VETERANS AFFAIRS)	C10
PROG SPEC (WCC)	C10
PROG SPEC (YOUTH SERVICES)	C10
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PSYCHOLOGY ASST (GENERAL)	C11
PSYCHOLOGY ASST (SUBS ABUSE RE)	C11
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RADIOLOGICAL&CHEMICAL ANALYST	C11
RANGE OFFICER	C05
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REAL PROPERTY CONSULTANT	C13
RECEPTIONIST	C04
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RECORDER	C07
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RECREATION LEADER (ASST CURATOR	C07
RECREATION LEADER (THER ACTIV)	C07
RECREATION SPECIALIST	C08
RECREATION SUPERVISOR	C11
RECREATION THERAPY SUPERVISOR	C09
RECREATIONAL THERAPIST	C08
REG RESPIRATORY THERAPIST	C11
REGISTRAR E O C	C10
REGISTRATION CLERK	C04
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RESEARCH ANALYST (HEALTH)	C12
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SECRETARY I (TYPIST)	C07
SECRETARY I (WORD PROC)	C07
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SECY TO PUB EMP REL BD	C99
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SERVER ENGINEER II	C12

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SERVICES SUPERVISOR (PRINT PROD	C09
SERVICES SUPERVISOR (PURCHASING	C09
SEWER INSPECTOR	C08
SEWER MAINTENANCE FOREMAN	C08
SEWER MAINTENANCE LABORER	C04
SKATING SCHOOL COORDINATOR	C08
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SPECIAL ASSIST TO CIO	C10
SPECIAL ATTENDANT I	C01
SPECIAL ATTENDANT II	C03
SPECIAL ATTENDANT III	C04
SPECIAL LABORER	C05
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SPECIFICATION WRITER	C12
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SR AUTOPSY ASSISTANT	C09
SR BIOMEDICAL TECHNICIAN	C10

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SR CLERK-BD OF ELECTION	C08
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SR DENTAL ASSISTANT	C06
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SR ENG TECH (CIVIL)	C08
SR ENG TECH (CONSTRUCTION)	C08
SR ENG TECH (ELECTRICAL)	C08
SR ENG TECH (ENVIRONMENTAL)	C08
SR ENG TECH (MECHANICAL)	C08
SR ENG TECH (SOLID WASTE)	C08
SR ENG TECH (SURVEY)	C08
SR ENG TECH (TRAFFIC)	C08
SR ENGINEER (BIOMEDICAL)	C13
SR ENGINEER (CIVIL)	C13
SR ENGINEER (CONSTRUCTION)	C13
SR ENGINEER (DESIGN COORD)	C13
SR ENGINEER (ELECTRICAL)	C13
SR ENGINEER (HYDRAULICS)	C13
SR ENGINEER (MECHANICA)	C13
SR ENGINEER (PUBLIC HEALTH)	C13
SR ENGINEER (SOLID WASTE)	C13

SR ENGINEER (WATER QUAL MGT)	C13
SR ENVIRON BACTERIOLOGIST	C13
SR ENVIRON CHEMIST (INORGANIC)	C13
SR ENVIRON CHEMIST (ORGANIC)	C13
SR EXAMINATIONS ASSISTANT	C07
SR EXCAVATING MACHINE OPERATOR	C09
SR FILE CLERK	C05
SR FORENSIC SCIENTIST	C13
SR GRAPHIC ILLUSTRATOR	C08
SR INFORMATION SYS CLERK	C04
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SR LAB TECH (HEMATOLOGY)	C08
SR LAB TECH (I-AUTOMATED SYS)	C07
SR LAB TECH (I-EKG)	C07
SR LAB TECH (I-ENV SCIENCE)	C07
SR LAB TECH (I-ENVIRON FACIL)	C07
SR LAB TECH (I-FORENSIC)	C07
SR LAB TECH (I-HEALTH)	C07
SR LAB TECH (I-INVASIVE CARDIO)	C07
SR LAB TECH (I-LABS & RESEARCH)	C07
SR LAB TECH (I-MEDIA/GLASSWARE)	C07
SR LAB TECH (I-MEDICAL TECH)	C07
SR LAB TECH (I-OPTHAMOLOGY)	C07
SR LAB TECH (I-ORTHOPEDICS)	C07
SR LAB TECH (I-PED UROLOGY)	C07
SR LAB TECH (I-PHARMACY)	C07
SR LAB TECH (I-PULMONARY)	C07
SR LAB TECH (II-CARDIAC NON)	C08
SR LAB TECH (II-EKG)	C08
SR LAB TECH (II-ELECTROENCEPH)	C08

SR LAB TECH (II-ENV SCIENCE)	C08
SR LAB TECH (II-ENVIRON FACIL)	C08
SR LAB TECH (II-FORENSIC SCI)	C08
SR LAB TECH (II-INVASIVE CARD)	C08
SR LAB TECH (II-MEDICAL PHOTOG)	C08
SR LAB TECH (II-MEDICAL TECH)	C08
SR LAB TECH (II-NEUROPHYSIO)	C08
SR LAB TECH (II-TOXICOLOGY)	C08
SR LAW LIBRARY CLK-CORRECTIONS	C08
SR LIBRARY CLERK	C05
SR MAINT MECH I (AMUSEMENT PRK)	C08
SR MAINT MECH I (AUTOMOTIVE SVS	C08
SR MAINT MECH I (BUILDING ENV)	C08
SR MAINT MECH I (CARPENTER)	C08
SR MAINT MECH I (COUNTY CENTER)	C08
SR MAINT MECH I (DIESEL)	C08
SR MAINT MECH I (EQUIPMENT)	C08
SR MAINT MECH I (GOLF COURSE)	C08
SR MAINT MECH I (GROUNDS	C08
SR MAINT MECH I (ICE RINK)	C08
SR MAINT MECH I (INSTRUMENT)	C08
SR MAINT MECH I (LEAK SURVEY)	C08
SR MAINT MECH I (LOCKSMITH)	C08
SR MAINT MECH I (MACHINIST)	C08
SR MAINT MECH I (MECH TECH-WCC)	C08
SR MAINT MECH I (MECHANICAL)	C08
SR MAINT MECH I (PLASTER&MASON)	C08
SR MAINT MECH I (PLUMBER)	C08
SR MAINT MECH I (PRC MECH	C08
SR MAINT MECH I (REPAIR)	C08
SR MAINT MECH I (SIGN MAKER)	C08

SR MAINT MECH I (SOLID WASTE)	C08
SR MAINT MECH I (STONE MASON)	C08
SR MAINT MECH I (TELECOMMUNIC)	C08
SR MAINT MECH I (TINSMITH&ROOF)	C08
SR MAINT MECH I (TREATMNT PLNT)	C08
SR MAINT MECH II (ELECTRIAN)	C09
SR MAINT MECH II (FARMER)	C09
SR MAINT MECH II (WELDER)	C09
SR MAINT MECH III (BUILD ENV)	C10
SR MAINT MECH III (BUILDINGS)	C10
SR MAINT MECH III (CARPENTER)	C10
SR MAINT MECH III (CO CTR)	C10
SR MAINT MECH III (DIESEL)	C10
SR MAINT MECH III (ELECTRICIAN)	C10
SR MAINT MECH III (GROUNDS)	C10
SR MAINT MECH III (INSTRUMENT)	C10
SR MAINT MECH III (MACHINIST)	C10
SR MAINT MECH III (MECHANICAL)	C10
SR MAINT MECH III (PAINTER)	C10
SR MAINT MECH III (PLAST&MASON)	C10
SR MAINT MECH III (PLUMBER)	C10
SR MAINT MECH III (REPAIR)	C10
SR MAINT MECH III (SHEET METAL)	C10
SR MAINT MECH III (SIGN MAKER)	C10
SR MAINT MECH III (SOLID WASTE)	C10
SR MAINT MECH III (TINSMTH&RF)	C10
SR MAINT MECH III (TPE)	C10
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SR MICROBIOLOGIST	C13
SR NURSING AIDE	C04
SR OCCUPATIONAL THERAPY AIDE	C04
SR OCCUPATIONAL THERAPY ASST	C07
SR OFFICE ASSISTANT (BD OF LEG	C07
SR OFFICE ASSISTANT (CO EXEC)	C07
SR OFFICE ASSISTANT (COMM ED)	C07
SR OFFICE ASSISTANT (OCJP)	C07
SR OFFICE ASSISTANT (PLAYLAND)	C07
SR OFFICE ASSISTANT (STAF OP-CE	C07
SR OFFICE ASSISTANT (TYPOGR)	C07
SR PERSONNEL CLERK	C08
SR PLANNING & PROGRAM ANALYST	C12
SR PLANNING&RESEARCH ANALYST	C12
SR PROGRAMMER	C13
SR PSYCHIATRIC AIDE	C05
SR PSYCHIATRIC SOCIAL WORKER	C11
SR PSYCHIATRIC SOCIALWORKER-SS	C11
SR PSYCHOLOGIST	C13
SR RECREATION LEADER	C08
SR RESOURCE CLERK	C07
SR SANITARIAN	C11
SR SOCIAL CASEWORKER	C10
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SR STAFF ASSISTANT-CO EXEC	C09
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SR SYS PR (IBM CICS)	C14
SR SYS PR (IBM DATA COMM)	C14
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SR SYS PR (UNISYS DMS DATA	C14
SR SYS PR (UNISYS-1100 OS)	C14
SR SYS PR (UNIX OP SYS)	C14
SR SYSTEMS ANALYST	C13
SR TAPE LIBRARIAN	C07
SR TECHNICAL ASSISTANT-WCC	C07
SR TOXICOLOGIST	C13
SR TRANS INFO ASST	C07
SR TRANS INFO ASST (SPSPKG	C07
SR TYPIST	C05
SR TYPIST (SP SPKG)	C05
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STAFF ASST (ACCOUNTS REC)	C08
STAFF ASST (ARCHIVIST)	C08
STAFF ASST (AUDIO VISUAL)	C08
STAFF ASST (BENEFITS)	C08
STAFF ASST (CARTOGRAPHY)	C08
STAFF ASST (CHILD LIFE)	C08
STAFF ASST (COMMUNITY ED)	C08
STAFF ASST (COMPENSATION)	C08
STAFF ASST (CONSUMER AFFAIRS)	C08
STAFF ASST (COUNTY CLERK)	C08
STAFF ASST (ECONOMIC DEV)	C08
STAFF ASST (EEO)	C08
STAFF ASST (EMPLOY&TRAINING)	C08

STAFF ASST (GENERAL SRVCS)	C08
STAFF ASST (GIS)	C08
STAFF ASST (GRANTS)	C08
STAFF ASST (HEALTH)	C08
STAFF ASST (HLTH-SP SPKG)	C08
STAFF ASST (HOUSING)	C08
STAFF ASST (INFO CENTER)	C08
STAFF ASST (INFO SYSTEMS)	C08
STAFF ASST (JOB DEVELOPMENT)	C08
STAFF ASST (LABOR RELATIONS)	C08
STAFF ASST (LICENSING)	C08
STAFF ASST (MAP COORDINATION)	C08
STAFF ASST (MENTAL HEALTH)	C08
STAFF ASST (OCJS)	C08
STAFF ASST (ODES)	C08
STAFF ASST (OFF ADVOC&COM SV)	C08
STAFF ASST (OFF FOR DISABLED)	C08
STAFF ASST (PASS SRVS SS)	C08
STAFF ASST (PASSENGER SRVS)	C08
STAFF ASST (PATIENT INFO SV)	C08
STAFF ASST (PERSONNEL RECORD)	C08
STAFF ASST (PLAYLAND)	C08
STAFF ASST (PRC)	C08
STAFF ASST (RECORDS MANAGER)	C08
STAFF ASST (RENTAL ASSISTANCE	C08
STAFF ASST (RESOURCES)	C08
STAFF ASST (RISK MGMT)	C08
STAFF ASST (SOC SERVICES)	C08
STAFF ASST (SOLID WASTE)	C08
STAFF ASST (SPEC TRANSP SRVS)	C08
STAFF ASST (SRVC FOR HAND CH)	C08

STAFF ASST (SUP SVC ELD-SPAN)	C08
STAFF ASST (SUPPORT SVS-CE)	C08
STAFF ASST (SUPPRT SVC-AGING)	C08
STAFF ASST (TAXI & LIMO COM)	C08
STAFF ASST (TELECOM-GS)	C08
STAFF ASST (TRAFFIC SAFETY)	C08
STAFF ASST (TRAINING&SAFETY)	C08
STAFF ASST (TRANSPORTATION)	C08
STAFF ASST (WIC)	C08
STAFF ASST-COUNTY EXEC	C08
STAFF DEVELOPMENT SPEC (BUDGET)	C11
STAFF DEVELOPMENT SPEC (OUTPLMT	C11
STAFF DEVELOPMENT SPEC (PROF SV	C11
STAFF DIETITIAN	C10
STAFF NUTRITIONIST (HEALTH SRV)	C10
STAFF NUTRITIONIST (NUT PR ELD)	C10
STAFF NUTRITIONIST (WIC)	C10
STAFF OCCUPATIONAL THERAPIST	C11
STAFF PHYSICAL THERAPIST	C11
STAFF SERVICES ADMINISTRATOR	C12
STARTER-GOLF COURSE	C02
STATISTICAL CLERK	C06
STATISTICAL UNIT SUPERVISOR	C08
STOCK CLERK	C04
STOREKEEPER	C07
STUDENT ASSISTANT-COMM COLL	C01
STUDENT LABORER-COMMUNITY COLL	C01
STUDENT PRACTICAL NURSE	C99
STUDENT SOCIAL WORKER	C99
SUPERINTENDENT OF BUILDINGS	C14
SUPERINTENDENT OF MAINT	C13

SUPERINTENDENT OF MAINT-EF	C13
SUPERINTENDENT OF ROAD MAINT	C14
SUPERINTENDENT-LAND FILLS	C11
SUPERVISING ALCOHOLISM COUNSEL	C10
SUPERVISING ATTENDANT-PLAYLAND	C05
SUPERVISING BIOMEDICAL TECH	C12
SUPERVISING CASE MGR (DEV DIS S	C11
SUPERVISING CASE MGR (TRT ALT S	C11
SUPERVISING CASHIER	C07
SUPERVISING COMPUTER TRNG SPEC	C12
SUPERVISING DIALYSIS TECH	C12
SUPERVISING ELIGIBILITY EXAMIN	C11
SUPERVISING EMPL&TRNG PROG MON	C09
SUPERVISING FILE CLERK	C06
SUPERVISING INFO SYSTEMS CLK	C06
SUPERVISING INVEST & ENFOR OFF	C13
SUPERVISING OCCUPATIONAL THER	C12
SUPERVISING OFF MACH REPAIRMAN	C09
SUPERVISING PARAMEDIC	C12
SUPERVISING PHYSICAL THERAPIST	C12
SUPERVISING PLANT OP (HVAC-HP)	C10
SUPERVISING PLANT OP (HVAC-LP)	C10
SUPERVISING PLANT OP (WATER)	C10
SUPERVISING PLANT OP (WSTWTR)	C10
SUPERVISING PROBATION OFFICER	C13
SUPERVISING PUBLIC SAFETY OFFR	C10
SUPERVISING RESOURCE CLERK	C10
SUPERVISING STAFF DEV SPEC	C12
SUPERVISING SUPPORT INVESTIGAT	C11
SUPERVISING TELECOM OPERATOR	C06
SUPERVISOR OF ACCOUNTS RECVBL	C10

SUPERVISOR OF CASE WORK	C11
SUPERVISOR OF CLAIMS AUDITING	C10
SUPERVISOR OF DETENTION	C13
SUPERVISOR OF FAIR HEARINGS	C12
SUPERVISOR OF MAINT-ENV FAC	C11
SUPERVISOR OF MEDICAID	C12
SUPERVISOR OF MEDICAL SOC WK	C13
SUPERVISOR OF PC APPLICATIONS	C08
SUPERVISOR OF PLANT OPERAT-WW	C11
SUPERVISOR OF POLL RECORDS	C08
SUPERVISOR OF PSS (BALLIS)	C11
SUPERVISOR OF PSS (CIVIL)	C11
SUPERVISOR OF PSYCH SOC WK	C13
SUPERVISOR OF TELECOMMUNICATIO	C08
SUPERVISOR OF TRAINING-NURSING	C11
SUPERVISOR OF VOLUNTEERS (CORR)	C10
SUPERVISOR OF VOLUNTEERS (GER)	C10
SUPERVISOR OF VOLUNTEERS-INFO	C07
SUPERVISOR-BUDGET CONTROL	C11
SUPERVISOR-CENTRAL SUPPLY	C08
SUPERVISOR-FISCAL OPERATIONS	C13
SUPERVISOR-MED RECORDS	C08
SUPERVISOR-NEUROLOGY LAB	C12
SUPERVISOR-SPEECH&HEARING CNTR	C12
SUPPORT ORDER CLERK	C08
SUPPORT SERVICES SUPERVISOR	C10
SWITCHBOARD OPERATOR	C04
SWITCHBOARD SUPERVISOR	C07
SYS PRGMR (GENERAL)	C13
SYS PRGMR (IBM CICS)	C13
SYS PRGMR (IBM DATA COMM)	C13

SYS PRGMR (IBM DB2 DATA BS)	C13
SYS PRGMR (IBM MVS OP SYS	C13
SYS PRGMR (MICROPROCESSOR)	C13
SYS PRGMR (UNISYS DATACOM)	C13
SYS PRGMR (UNISYS DMS DATA	C13
SYS PRGMR (UNISYS-1100 OS)	C13
SYS PRGMR (UNIX OP SYS)	C13
SYSTEMS ANALYST	C12
SYSTEMS ANALYST TRAINEE	C09
TABULATING UNIT SUPERVISOR	C08
TAPE LIBRARIAN	C05
TEACHER AIDE	C03
TEACHER ASSISTANT	C06
TECHNICAL ASSISTANT-COM COLL	C05
TECHNICAL SPEC (MUSIC)	C11
TECHNICAL SPEC (PHOTOGRAPHY)	C11
THERAPEUTIC DIET AIDE	C05
TICKET SELLER-PLAYLAND	C02
TICKET TAKER-PLAYLAND	C01
TOXICOLOGIST	C11
TOXICOLOGIST SPECIALIST	C12
TOXICOLOGY TRAINEE	C08
TRAINING TECH (AUDIO VISUAL)	C10
TRAINING TECH (AUTO OFF SYS)	C10
TRAINING TECH (CORRECTIONS)	C10
TRAINING TECH (FIRE SERVICES)	C10
TRAINING TECH (OFF EMP&TRNG)	C10
TRAINING TECH (PERSONNEL)	C10
TRAINING TECH (RADIOL EM PREP)	C10
TRAINING TECH (TRAFFIC SAFETY)	C10
TRANSIT ANALYST (OPERATIONS)	C10

TRANSPORTATION ASSISTANT I-OP	C06
TRANSPORTATION ASSISTANT II-OP	C08
TRANSPORTATION FIELD INSP I	C01
TRANSPORTATION FIELD INSP II	C02
TRANSPORTATION INFO ASST	C06
TRANSPORTATION INFO ASST (SP S)	C06
TRANSPORTATION RESEARCH ASST	C07
TREE TRIMMER	C06
TREE TRIMMER FOREMAN	C07
TYPOGRAPHER	C08
UNIT RECORD SUPERVISOR	C07
URBAN DESIGN TECHNICIAN	C08
USHER	C01
UTILIZATION COORDINATOR	C11
VETERINARIAN	C12
VIROLOGIST	C11
VOCATIONAL COUNSELOR	C09
WASTEWTR TREATMNT PLANT OP TRN	C06
WASTEWTR TREATMT PLANT OP	C08
WATCHMAN	C03
WATER DISTRIBUTION SUPERVISOR	C11
WATER DISTRICT SUPERINTENDENT	C12
WATER TREATMENT PLANT OP	C08
WATER TREATMENT PLANT OP TRAIN	C06
WATER TREATMENT PLANT OPIIB	C07
WEIGH SCALE OPERATOR	C05
WEIGH SCALE SUPERVISOR	C06
WITNESS VICTIM AIDE	C05
WORD PROCESSING OPERATOR	C05
WORKSTATION ENG I	C10
WORKSTATION ENG II	C12

X-RAY TECHNICIAN	C07
YOUTH DETENTION WORKER I	C09
YOUTH DETENTION WORKER II	C10
YOUTH DEVELOPMENT SPECIALIST	C10
YOUTH WORKER-CMHS	C10

APPENDIX D (Schedule B(2))

Lifeguards January 1, 1998

Group	*1*	*2*	*3*	*4*	*5*
C01	$8.34	$8.87	$9.41	$9.92	$10.57
C02	$9.33	$9.86	$10.53	$11.10	$11.82
C03	$9.59	$10.18	$10.76	$11.42	$12.13

Lifeguards January 1, 1999

Group	*1*	*2*	*3*	*4*	*5*
C01	$8.63	$9.18	$9.74	$10.27	$10.94
C02	$9.66	$10.21	$10.90	$11.49	$12.23
C03	$9.93	$10.54	$11.14	$11.82	$12.55

Lifeguards January 1, 2000

Group	*1*	*2*	*3*	*4*	*5*
C01	$8.93	$9.50	$10.08	$10.63	$11.32
C02	$10.00	$10.57	$11.28	$11.89	$12.66
C03	$10.28	$10.91	$11.53	$12.23	$12.99

Lifeguards January 1, 2001

Group	*1*	*2*	*3*	*4*	*5*
C01	$9.24	$9.83	$10.43	$11.00	$11.72
C02	$10.35	$10.94	$11.67	$12.31	$13.10
C03	$10.64	$11.29	$11.93	$12.66	$13.44

APPENDIX D (Schedule B(3))
(Article IV, Sections 3,4,5)

Effective January 1, 1998

Group	*1*	*2*	*3*	*4*	*5*
C01	$20,965.00	$21,750.00	$22,580.00	$23,370.00	$24,200.00
C02	$21,750.00	$22,605.00	$23,440.00	$24,310.00	$25,220.00
C03	$22,465.00	$23,370.00	$24,310.00	$25,320.00	$26,415.00
C04	$23,530.00	$24,565.00	$25,715.00	$26,870.00	$28,110.00
C05	$24,925.00	$26,155.00	$27,440.00	$28,785.00	$30,100.00
C06	$26,950.00	$28,425.00	$29,900.00	$31,370.00	$32,830.00
C07	$29,330.00	$30,995.00	$32,710.00	$34,410.00	$36,115.00
C08	$31,875.00	$33,815.00	$35,760.00	$37,770.00	$39,720.00
C09	$35,000.00	$37,180.00	$39,325.00	$41,485.00	$43,635.00
C10	$38,660.00	$41,025.00	$43,375.00	$45,730.00	$48,085.00
C11	$41,340.00	$44,715.00	$48,115.00	$51,480.00	$54,890.00
C12	$45,920.00	$49,740.00	$53,575.00	$57,395.00	$61,210.00
C13	$50,885.00	$55,060.00	$59,275.00	$63,470.00	$67,205.00
C14	$56,320.00	$60,965.00	$65,455.00	$69,435.00	$73,440.00
C15	$62,400.00	$67,080.00	$71,485.00	$75,895.00	$80,290.00

LONGEVITY RATES
(Added to Above Rates)
1/1/96 thru 12/31/01

5 Years	$475
10 Years	$650
15 Years	$750
20 Years	$925
25 Years	$1000

APPENDIX D (Schedule B(4))
(Article IV, Sections 3,4,5)

Effective January 1, 1999

Group	*1*	*2*	*3*	*4*	*5*
C01	$21,700.00	$22,510.00	$23,370.00	$24,190.00	$25,045.00
C02	$22,510.00	$23,395.00	$24,260.00	$25,160.00	$26,105.00
C03	$23,250.00	$24,190.00	$25,160.00	$26,205.00	$27,340.00
C04	$24,355.00	$25,425.00	$26,615.00	$27,810.00	$29,095.00
C05	$25,795.00	$27,070.00	$28,400.00	$29,790.00	$31,155.00
C06	$27,895.00	$29,420.00	$30,945.00	$32,470.00	$33,980.00
C07	$30,355.00	$32,080.00	$33,855.00	$35,615.00	$37,380.00
C08	$32,990.00	$35,000.00	$37,010.00	$39,090.00	$41,110.00
C09	$36,225.00	$38,480.00	$40,700.00	$42,935.00	$45,160.00
C10	$40,015.00	$42,460.00	$44,895.00	$47,330.00	$49,770.00
C11	$42,785.00	$46,280.00	$49,800.00	$53,280.00	$56,810.00
C12	$47,525.00	$51,480.00	$55,450.00	$59,405.00	$63,350.00
C13	$52,665.00	$56,985.00	$61,350.00	$65,690.00	$69,555.00
C14	$58,290.00	$63,100.00	$67,745.00	$71,865.00	$76,010.00
C15	$64,585.00	$69,430.00	$73,985.00	$78,550.00	$83,100.00

APPENDIX D (Schedule B(5))
(Article IV, Sections 3,4,5)

Effective January 1, 2000

Group	*1*	*2*	*3*	*4*	*5*
C01	$22,460.00	$23,300.00	$24,190.00	$25,035.00	$25,920.00
C02	$23,300.00	$24,215.00	$25,110.00	$26,040.00	$27,020.00
C03	$24,065.00	$25,035.00	$26,040.00	$27,120.00	$28,295.00
C04	$25,205.00	$26,315.00	$27,545.00	$28,785.00	$30,115.00
C05	$26,700.00	$28,015.00	$29,395.00	$30,835.00	$32,245.00
C06	$28,870.00	$30,450.00	$32,030.00	$33,605.00	$35,170.00
C07	$31,415.00	$33,205.00	$35,040.00	$36,860.00	$38,690.00
C08	$34,145.00	$36,225.00	$38,305.00	$40,460.00	$42,550.00
C09	$37,495.00	$39,825.00	$42,125.00	$44,440.00	$46,740.00
C10	$41,415.00	$43,945.00	$46,465.00	$48,985.00	$51,510.00
C11	$44,280.00	$47,900.00	$51,545.00	$55,145.00	$58,800.00
C12	$49,190.00	$53,280.00	$57,390.00	$61,485.00	$65,565.00
C13	$54,510.00	$58,980.00	$63,495.00	$67,990.00	$71,990.00
C14	$60,330.00	$65,310.00	$70,115.00	$74,380.00	$78,670.00
C15	$66,845.00	$71,860.00	$76,575.00	$81,300.00	$86,010.00

APPENDIX D (Schedule B(6))
(Article IV, Sections 3,4,5)

Effective January 1, 2001

Group	*1*	*2*	*3*	*4*	*5*
C01	$23,245.00	$24,115.00	$25,035.00	$25,910.00	$26,825.00
C02	$24,115.00	$25,065.00	$25,990.00	$26,950.00	$27,965.00
C03	$24,905.00	$25,910.00	$26,950.00	$28,070.00	$29,285.00
C04	$26,085.00	$27,235.00	$28,510.00	$29,790.00	$31,170.00
C05	$27,635.00	$28,995.00	$30,425.00	$31,915.00	$33,375.00
C06	$29,880.00	$31,515.00	$33,150.00	$34,780.00	$36,400.00
C07	$32,515.00	$34,365.00	$36,265.00	$38,150.00	$40,045.00
C08	$35,340.00	$37,495.00	$39,645.00	$41,875.00	$44,040.00
C09	$38,805.00	$41,220.00	$43,600.00	$45,995.00	$48,375.00
C10	$42,865.00	$45,485.00	$48,090.00	$50,700.00	$53,315.00
C11	$45,830.00	$49,575.00	$53,350.00	$57,075.00	$60,860.00
C12	$50,910.00	$55,145.00	$59,400.00	$63,635.00	$67,860.00
C13	$56,420.00	$61,045.00	$65,715.00	$70,370.00	$74,510.00
C14	$62,440.00	$67,595.00	$72,570.00	$76,985.00	$81,425.00
C15	$69,185.00	$74,375.00	$79,255.00	$84,145.00	$89,020.00

APPENDIX E(1)
(Article XII, Section 9)

THE GRIEVANCE PROCEDURE

Right of Representation

Every Employee shall have the right to present grievances to the County free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented at all stages thereof.

A. Grievance Defined

"Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the Agreement, or of applicable existing laws, rules, procedures, regulations, administrative orders, or work rules which relate to or involve Employee health or safety, physical facilities, materials, or equipment furnished to Employees or supervision of Employees; provided, however, that such term shall not include any matter which is otherwise reviewable pursuant to law or any rules or regulations having the force and effect of law, or as to any matter as to which the County is without authority to act.

B. General

1. The filing or pendency of any grievance shall in no way operate to impede, delay or interfere with the right of the County to take the action complained of, subject, however, to the final decision of the grievance.

2. The aggrieved Employee may request the Union Representative to assist and be present at the initial presentation of the grievance and at any hearings that may take place.

3. No grievance shall be filed later than thirty (30) days after the event constituting the alleged violation became knowable to the grievant, or sixty (60) days for "Out of Title" job grievances filed in

accordance with the Article and Article IV, Section 8 of the Agreement and further provided in appendix E(2).

4. The County and the Union will only consider grievances filed on the mutually established Grievance Forms attached herein.

5. A Union-County or County-Union grievance under the Agreement may be entered in writing in Step 3.

6. The time limits provided in the Grievance Procedure stated below may be extended by mutual agreement of the aggrieved Employee, the Union representative and the representative of the County when extenuating circumstances are found to exist.

7. A grievance may be submitted orally or in writing in Step 1.

8. A grievance submitted orally in Step 1 may be answered orally; a grievance submitted in writing must be answered in writing.

9. A grievance that is not resolved orally in Step 1 must be resubmitted in writing on the mutually established Grievance Form in Step 1.

C. GRIEVANCE PROCEDURE

Step 1

1. The aggrieved Employee submits the grievance to the local supervisor.

2. (a) If the grievance has been presented orally the local supervisor shall respond orally or in writing within five (5) working days of receipt of the grievance.

(b) If the grievance has been presented in writing, the local supervisor shall respond in writing within five (5) working days of receipt of the grievance.

3. If the aggrieved Employee receives no answer from the local supervisor within the five (5) working days mentioned above, the grievance shall be deemed to have received a negative answer.

Step 2

1. In the event that the grievance is not adjusted under Step 1, the Employee or the Union, through its Grievance Committee, may within ten (10) working days from the date of the local supervisor's response (or within fifteen (15) working days of the submission of the grievance if no response was given), submit such grievance in writing to the Department Head.

2. The Department Head or his/her designee shall hold an informal hearing at which the aggrieved Employee and the Union representative may appear and present oral and written statements of argument.

3. The Department Head shall respond in writing within ten (10) working days of the hearing.

4. If no hearing is held or response given by the Department Head within ten (10) working days of receipt of the grievance, the grievance shall be deemed to have received a negative response.

Step 3

1. In the event that the grievance is not adjusted under Step 2, the Employee or the Union, through its Grievance Committee, may within ten (10) working days from receipt of the Step 2 answer or negative response, present the grievance to the Director of Labor Relations.

2. The Director of Labor Relations or designee shall hold an informal hearing at which the aggrieved Employee and Union representative may appear and present oral and written statements of argument.

3. The Director of Labor Relations or designee shall respond in writing within ten (10) working days of the hearing.

4. If no hearing is held or response given by the Director of Labor Relations or designee within ten (10) working days of receipt of

the grievance, the grievance shall be deemed to have received a negative response.

5. In the event of a County-Union grievance, the grievance shall be presented by the Director of Labor Relations or designee to the President of the Unit, who will conduct an informal hearing and respond within ten (10) working days of the hearing.

6. If no hearing is held or response given by the President of the Unit, within ten (10) working days of receipt of the grievance, the grievance shall be deemed to have received a negative response.

Step 4

1. In the event that the grievance is not adjusted under Step 3 or no hearing is held, it may, at the request of either the County or Union, be submitted to arbitration. When filing for step 4 (arbitration) the moving party must file with the American Arbitration Association within thirty (30) days of the step 3 decision.

2. A grievance dispute arising under any term of the Agreement involving County policy or discretion may be submitted for arbitration only as to the question of whether or not the County policy was disregarded, or was applied in so discriminatory, arbitrary or capricious a manner as to constitute an abuse of discretion.

3. The report of the Arbitrator shall contain a statement of the Arbitrator's findings of fact, conclusion and recommendation which shall be binding on all parties to the proceedings.

4. The County and the Union shall bear equally the Arbitrator's fees and other expenses, exclusive of attorney's fees, incidental to the proceedings.

APPENDIX E(2)

OUT-OF-TITLE GRIEVANCE PROCEDURES

Any grievance filed under this clause shall be governed by the following procedure:

1. A grievance may be filed within sixty (60) days from the time the alleged offense became knowable to the Employee.
2. Grievances shall be filed in the first instance with the County Personnel Office.
3. The County Personnel Office shall respond with an answer to the grievance within thirty (30) calendar days. Failure to respond within thirty (30) days shall be deemed a negative response.
4. If the grievance is not resolved at the County Personnel Office step, the Union may, within fifteen (15) calendar days, file for expedited arbitration. Such filing will be with the County Labor Relations Office. Upon filing, the case shall be docketed for the next scheduled arbitration date.
5. Arbitration hearings shall be held on the second Thursday of each month or as scheduled by the parties.
6. The parties shall agree as to who the arbitrator or arbitrators shall be for the duration of this contract.
7. The arbitrator shall insure that the length of the hearing is not unnecessarily extended because of irrelevant or repetitious testimony.
8. Awards shall be rendered by the arbitrator within two (2) weeks of the close of the hearing.

APPENDIX F

1. Docking Procedure

When an Employee is late or uses time inappropriately such time shall be deducted from an Employee's available time balances. However, if an Employee is late more than five times in a calendar month, the Employee shall beginning the first day of the subsequent month be docked from pay rather than time for all latenesses or other inappropriate uses of time. To be removed from the docking program the Employee must arrive at work on time for a period of at least forty consecutive scheduled days of work. Authorized time off shall not be included in these forty days. An Employee shall also be removed from the docking program if while in such program for a period of four consecutive months the Employee is not served with disciplinary charges related to their time abuse. An Employee removed from the docking program shall be placed back in the program only if they are late five times in a calendar month as above.

The time lost due to inappropriate latenesses is to be accumulated for each bi-weekly pay period in minutes. The amount of time to be docked when the T&A (Time and Attendance Report) is submitted to the Finance Department will be 1/4 (.25) hour for 15 to 29 minutes lost, 1/2 (.50) hour for 30 to 44 minutes lost and 3/4 (.75) hour for 45 to59 minutes lost. There will be no docking of pay for any time lost less than 15 minutes in a pay period.

2. No-Call/No-Show Procedure

Each division within a County department shall advise their Employees as to the call-in time required of an Employee if such Employee intends to use sick leave. In no event shall the call-in requirement be earlier than two hours prior to the beginning of the shift. Except in emergencies, if an Employee does not call in when requesting sick leave within the division requirement a second time in a three

month calendar period, the Employee shall not be paid for that work day. The Employee shall remain within the docking program for all untimely call-ins thereafter until he or she has had six consecutive months of no docking pursuant to this procedure.

APPENDIX G

Drug Testing Procedure

1. When an Employee is required to submit to urinanalysis as part of the County's drug testing policies, such requirement shall be consistent with the laws and Constitution of the United States and the State of New York and performed in accordance with federal standards performed by a laboratory certified by the Department of Health and Human Services. Alcohol testing will be conducted using Evidential Breath Testing devices certified according to specifications approved and maintained by the U.S. Department of Transportation.

2. Where the Employee is required to submit to such urinanalysis test the following conditions shall apply:

a. All procedures from the order to take such test to the testing itself shall be done in a manner to minimize embarrassment of the Employee and to minimize awareness in others that such is being required or performed.

b. The supervisor shall make a good faith effort to allow the Employee an opportunity to consult the Union before submitting to such test. However, no such test shall be delayed more than ninety minutes from the time the Employee is ordered to take such test. During the waiting period the Employee must remain at a location designated by the employer. Notification of the union shall be made in the following manner:

c. Subject to the above, the testing shall be done at the location designated by the County.

d. All testing will be conducted according to prescribed federal guidelines including gas chromatography/ mass spectrometry to confirm presumptive positives according to federal detection levels. Testing shall be for any and all controlled substances as identified by Title M of Article M of Article 220 of the New York State Penal Law and in Schedules I-V of 21 U.S.C. The employee shall cooperate with all

guidelines to insure specimen security and a refusal to test shall be deemed a positive result. Copies of test results shall be sent to the Union and the County.

e. All such tests will be fully paid for by the County.

f. The following procedure shall be used to insure proper processing:

(1) The urine specimen shall be taken promptly with as little delay as possible.

(2) Immediately after the specimen is drawn, the split sample container shall, in the presence of the Employee, be labeled and then initialed by the Employee. The Employee has an obligation to initial the container according to the chain of custody protocols identified by a certified collector;

(3) The split specimen container shall be placed in the transportation container and shall be sealed in the Employees presence and the Employee shall be given an opportunity to initial or sign the transportation container.

(4) The container shall be sent to the designated testing laboratory on that day or the soonest regular business day by courier or the fastest other method available.

g. In the event that the Employee tests positive following a GC/MS confirmatory drug test performed by a certified laboratory, the employee will be interviewed by a certified Medical Review Officer who will validate the drug testing result. The Medical Review Officer will inform the employee of their option to split the initial sample which will be forwarded to another federal certified laboratory and if conclusive, the prima facie validity of the tests shall be deemed to have been established for the purpose of any subsequent hearings in reference to such testing. In the event an Employee refuses to have the testing done by two laboratories, pursuant to subsection 2(d) above, the hearing officer in a subsequent disciplinary hearing may draw a

negative inference from such refusal in determining the guilt or innocence of the Employee on charges of substance or alcohol abuse directly connected to the allegations which led to the testing. All time required by the Employee to take the ordered test shall be considered time worked.

3. a. Within four (4) working days after the test, upon written request of the Employee, the Union shall have the right to resolve any dispute pertaining to the reasonableness of the suspicion the County may have had in implementing these procedures through binding arbitration.

b. The following arbitrators are designated, to be called on a rotating basis:

1. Joel Douglas
2. Bonnie Siber-Weinstock
3. David Brainin

If the arbitrator to be used is not available within twenty days of the date of the grievance filed then the arbitrator as soon as available shall be designated for the hearing. The cost of the arbitrator's fee and expenses shall be shared by the parties. In the event of an arbitration hereunder the results of the drug test(s) shall not be transmitted or communicated to the parties except by order of the arbitrator.

To the extent permissible by law the arbitration procedure hereunder when resorted to by the Employee shall be the Employee's sole and exclusive remedy in the resolution of issues raised by this procedure.

No information gained through the Employee Assistance Program may be used as a basis for initiating such testing.

4. Actual drug testing procedures shall be as mutually agreed upon. If the parties are unable to agree to changes in procedure the matter shall be resolved through arbitration before one of the arbitrators listed herein.

APPENDIX H

RETIREMENT

The County will continue to participate in, and to make contributions to, the New York State Employee's Retirement System on behalf of eligible Employees. The County will comply with the New York State Retirement Law, including any amendment thereto.