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Title: **Broome, County of and Broome County Unit 6150, Civil Service Employees Association, Inc. (CSEA) Local 1000, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Local 804 (2003) (MOA)**

K#: **820389**

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# 820389

# AGREEMENT

by and between the

COUNTY OF BROOME

and the

CSEA, Local 1000 AFSCME,  
AFL-CIO

(white collar unit)



Broome County Unit #6150

Broome County Local 804

January 1, 2003 - December 31, 2005

5/27/03

If you have a question about this contract, your CSEA President, or your CSEA benefits and services,. If you feel your rights under this contract have been violated, immediately contact your nearest shop steward or Unit Officers, they are:

<b>Alicia Ferullo</b>	<b>President</b>	<b>Phone 763- 4213</b>
<b>Debbie Conklin,</b>	<b>1<sup>st</sup> Vice President</b>	<b>Phone 778- 2642</b>
<b>Becky Slavick</b>	<b>2<sup>nd</sup> Vice President</b>	<b>Phone 778- 2488</b>
<b>Patty Kattell,</b>	<b>Secretary</b>	<b>Phone 778- 3792</b>
<b>Doreen Reigles,</b>	<b>Treasurer</b>	<b>Phone 778- 2833</b>

**My Labor Relations Specialist:**

Chuck Gregory, (607) 772-1750  
CSEA Binghamton Satellite Office, Suite 207  
33 W. State Street, Binghamton, NY 13901

**The following CSEA staff professionals can be reached at the CSEA Central Region Office:**

Political Action Coordinator  
Occupational Safety & Health Specialist  
Communications Associate  
Organizer

**CSEA Central Region Office**  
6595 Kirkville Road, E. Syracuse, NY 13057  
(800) 559-7975  
(315) 433-0050

Jim Moore, Region President  
Ron Smith, Region Director

**CSEA Headquarters**  
143 Washington Avenue  
Albany, NY 12210  
Web Page: [www.cseainc.org](http://www.cseainc.org)  
(800) 342-4146  
(518) 257-1000

**Civil Service Test Prep Booklets**  
**Cost \$3 per Book**  
Call CSEA 1-800-342-4146 ask for the LEAP Dept.

**CSEA Member Benefits Department**  
(800) 342-4146, ext. 1357



OFFICIAL Members Only WEB SITE  
[csealocal1000.net](http://csealocal1000.net)

- see inside back cover for more information and member benefits -

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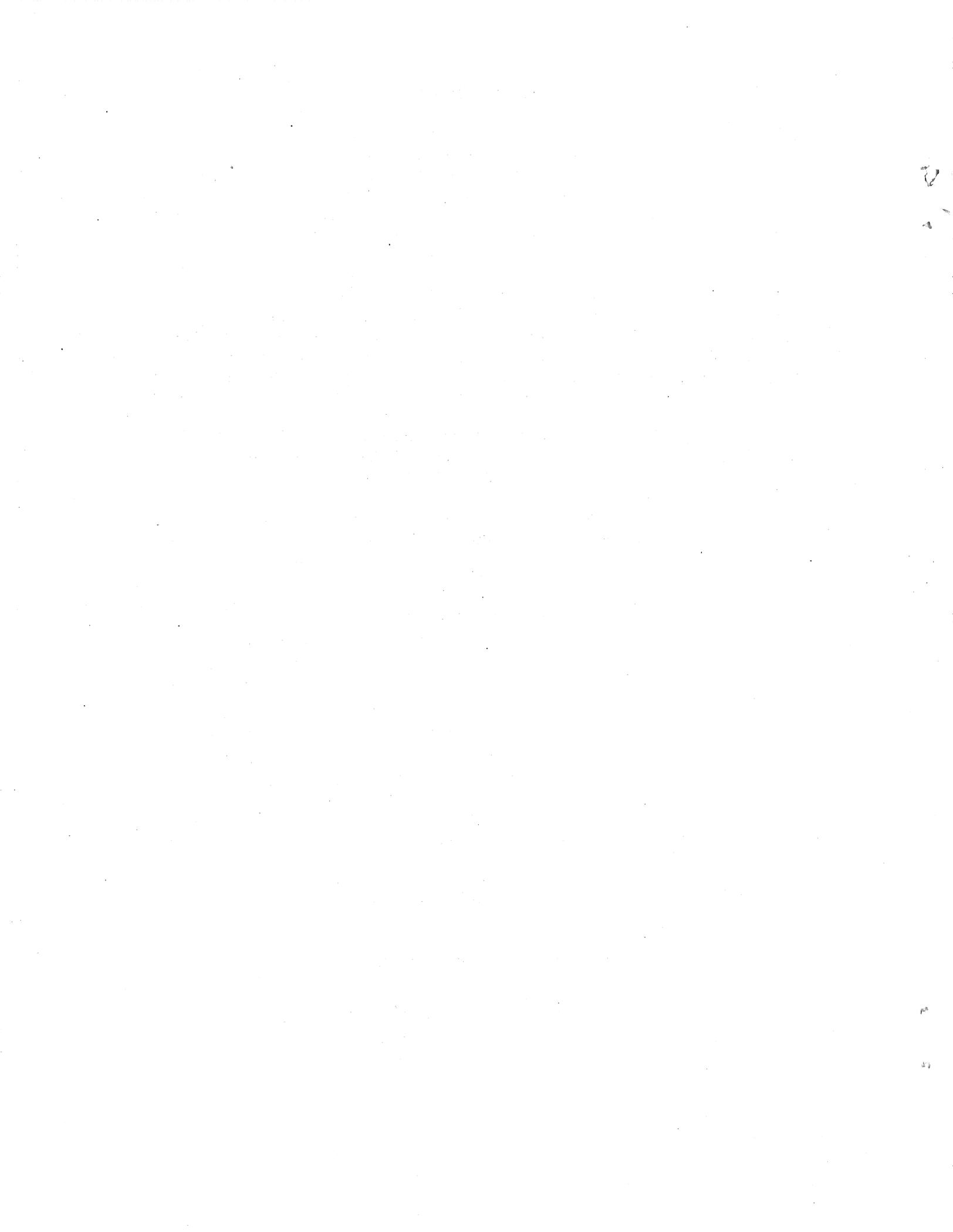
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## AGREEMENT

WHEREAS, Chapter 392 of the Laws of 1967 (hereinafter referred to as the Taylor Law) empowers the County of Broome, hereinafter referred to as "Public Employer", to recognize employee organizations for the purpose of negotiating collectively in the determination of, and administration of grievances arising under, the terms and conditions of employment of public employees as more particularly provided and set forth in said Chapter, and to negotiate and enter into written agreements with such employee organizations in determining such terms and conditions of employment; and

WHEREAS, the Taylor Law further provides that when an employee organization has been certified or recognized pursuant to the provisions thereof, the Public Employer shall be, and hereby is, required to negotiate collectively with such employee organization in the determination of, and administration of grievances arising under, the terms and conditions of employment of the public employees as provided therein, and to negotiate and enter into written agreements with such employee organizations in determining such terms and conditions of employment; and

WHEREAS, the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, by the Broome County Unit hereinafter referred to as "CSEA" has been recognized by the Public Employer as such an employee organization for those employees hereinafter defined;

NOW, THEREFORE, pursuant to and in consideration of the above and the mutual covenants herein contained, it is stipulated and agreed, as follows:

### ARTICLE 1 - PURPOSE

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly, harmonious and cooperative labor relations for the mutual benefit of the Public Employer and CSEA.

### ARTICLE 2 - APPLICABLE LAW

If any provision of this Agreement is, or shall at any time hereafter, be held contrary to law by a court of competent jurisdiction, then such a provision shall not be applicable, performed or enforced, except to the extent permitted by law.

If any provision of this Agreement is, or shall at any time thereafter, be contrary to law, all remaining provisions of this Agreement shall continue in effect.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

Neither the County nor the Union shall discriminate against any employee covered by this agreement because of race, creed, color, national origin, age, sex or marital status.

### ARTICLE 3 - RECIPROCAL RIGHTS

The Public Employer recognizes the rights of public employees to be represented by CSEA for the purpose of negotiating collectively with the Public Employer in the determination of terms and conditions of employment and the administration of grievances arising there-under.

CSEA recognizes the right of the Public Employer to retain and reserve unto itself all rights,

powers, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New York and/or the United States of America.

The exercise of these rights, powers, authority, duties and responsibilities by the Public Employer and the adoption of such rules, regulations and policies as it may deem necessary will, as they apply to the employees covered by this Agreement and represented by CSEA, be limited only by the specific and expressed terms of this Agreement.

It is understood by the parties hereto that some portions of the County operations are comparatively small and scattered, and that several different kinds of work are performed, in many cases, by the same person; and that reasonable flexibility in interpreting the provisions of this Agreement is applied, so that the Public Employer can meet the requirements of its special operating conditions.

It is mutually understood and agreed by both parties to this Agreement that the management of the County operation and the direction of the working forces, including the right to determine standards of service to be offered by various agencies and to regulate work schedules, to hire, suspend, discharge for proper cause, promote, demote and transfer and other rights to relieve employees from duty because of lack of work or for other proper and legitimate reasons is vested and reserved in the Public Employer, subject to the limitations provided in the law and this Agreement.

Rights of CSEA. The CSEA shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the heretofore defined negotiating unit in any and all proceedings under the Public Employees Fair Employment Act; under any other applicable law, rule, regulation or statute, under the terms and conditions of this Agreement; to designate its own representatives and to appear before any appropriate official of the employer to effect such representation; to direct, manage and govern its own affairs; to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the employer or any of its agents. The CSEA shall have the sole and exclusive right to pursue any matter or issue, including but not limited to the grievance and appeal procedure in this Agreement, and to pursue any matter or issue to any court of competent jurisdiction, whichever is appropriate.

#### RIGHTS OF EMPLOYEES:

1. Any employee covered by the provisions of this Agreement shall be free to join or refrain from joining the CSEA without fear of coercion, reprisal or penalty from the CSEA or the employer.
2. Employees may join and take an active role in the activities of CSEA without fear of any kind of reprisals from the employer on its agents.

Adhering to the principle that duties and obligations come with rights and privileges, the CSEA agrees to do its utmost to see that its members perform their respective duties in County service loyally, efficiently and continuously under the terms of this Agreement. The CSEA and its members will endeavor to protect the interest of the County and the community, to conserve its property and to give service of the highest quality.

## ARTICLE 4 - RECOGNITION

The Public Employer recognizes CSEA as the sole and exclusive representative of all County employees with the following exceptions:

1. Employees who are elective;
2. Supervising and confidential employees appearing on Exhibit A annexed hereto and incorporated herein;
3. Employees who do not occupy a permanent salary budget line item in the County budget.
4. All employees in the following departments, except clerical personnel:
  - a. Highway Division
  - b. Buildings & Grounds Division (except Animal Control)
  - c. Department of Parks & Recreation (maintenance personnel)
  - d. Department of Public Transportation
5. Employees at Broome Community College
6. Employees of the Sheriffs Department (except civilian personnel)
7. Employees in the Division of Solid Waste Management

### CLASSES OF EMPLOYEES:

1. Full-time, Regular - Employees who work 37.5 or 40 hours/week, and have been appointed from a civil service list, on a permanent basis or are in an unclassified, non-competitive, labor or exempt class position where there is an expectation of continuing employment.
2. Part-time, Regular - Employees working at least 18-3/4 hours/week but less than full-time in a position with a full-time equivalent of 37.5 hours per week or 20 hours per week but less than full-time in a position with a full-time equivalent of 40 hours per week and who are serving in positions as described in (1).

## ARTICLE 5 - NO STRIKE PLEDGE

CSEA affirms that it does not assert any right to engage in a strike against the Public Employer or to cause, instigate, encourage or condone a strike or to impose any obligation upon its members to cause, instigate, encourage or condone a strike.

## ARTICLE 6 - DUES DEDUCTIONS

The Public Employer will deduct from the wages of employees represented by CSEA from whom it has received written authorization to do so, the required amount of membership dues and other authorized deductions. All amounts deducted by the Public Employer in accordance with this Article will be remitted to CSEA on a regular monthly basis, and sent to CSEA, Inc. Capitol Station, Box 7125, Albany, N.Y. 12224. If the employee has no earnings due for that paycheck, CSEA shall be responsible for collecting said dues. CSEA will give the County 30 days notice of any change in the amount of dues to be deducted. The revocation rights of an employee relating to payroll deductions are recognized by CSEA under this Agreement in accordance with applicable New York State Law.

## ARTICLE 7 - SIMPLIFIED GRIEVANCE PROCEDURE

The Public Employer and CSEA acknowledge the necessity for a simplified grievance procedure to handle the administration of grievances as defined hereunder.

The term "grievance" shall mean any claimed violation, misinterpretation or inequitable application of the terms and conditions of employment specifically covered by one or more of the provisions of this agreement, provided, however, that such terms shall not include additions of new positions or the discontinuance of existing positions, retirement benefits, disciplinary action, promotions, transfer or assignments of employees.

The provisions of this Article shall not circumscribe the right and privilege of any employee to initiate a grievance proceeding under the General Municipal Law.

STEP 1. The employee, with or without representation of CSEA, may discuss a situation with the immediate supervisor, the department head or the Personnel Officer. If the employee determines that a grievance does exist, the employee, with or without the representation of CSEA, shall discuss the grievance with the immediate supervisor at the earliest possible time convenient to both, but in any event within 90 days of the knowledge of the alleged grievance or dispute. The grievance procedure set forth herein shall be available to an employee provided that it is initiated within 90 days of the knowledge of the alleged grievance or dispute. Nothing in this step shall preclude the CSEA from filing a grievance on behalf of more than one (1) employee.

STEP 2. If the grievance is not settled at Step 1 to the satisfaction of the employee within two (2) working days, it will thereafter be submitted in the form of a written statement by the CSEA representative to the employee's department head. The written statement shall be signed by the employee involved and shall contain a concise statement of the nature of the grievance and reference to the section or sections of this agreement claimed violated.

STEP 3. If the grievance is not settled at Step 2 to the satisfaction of CSEA within five (5) working days, the grievance may thereafter be referred to the President of CSEA, who may submit an appeal on the agenda to the Public Employer. A meeting between two (2) representatives of CSEA and two (2) representatives of the Public Employer will be arranged to discuss the grievance or grievances, appearing on the agenda, within five (5) working days from the date the agenda is received by the Public Employer. If a decision is not presented in writing to CSEA as a result of this conference within 15 days, the County hereby agrees that it will pay the total cost of any arbitration proceedings arising thereof.

The Public Employer representatives shall be the County Executive, or some County official that he may designate.

STEP 4. If the grievance is not settled at Step 3, CSEA no later than fifteen (15) working days after a decision under Step 3, may request arbitration, under the terms and procedures of the New York State Public Employees Relations Board. Such expense as is necessary will be borne equally by the parties hereto. The decision of the arbitrator shall be final and binding.

No arbitrator functioning under this step of the simplified grievance procedure shall have any power to amend, modify, or delete any provisions of this agreement.

If any employee chooses the legal rather than the grievance procedure, the grievance shall be considered settled by the legal decision and not subject to consideration under this grievance procedure. If the grievance is processed under this grievance procedure outlined here, the determination shall be binding on the parties and not subject to legal interpretation.

## ARTICLE 8 - DISCIPLINARY ACTIONS

1. The provisions of Section 75 of the Civil Service Law and the alternate procedure in paragraph three of this article, shall apply to all employees in subdivision 1 of Section 75 and to employees in the noncompetitive and labor classifications after the completion of a two-year period of employment.
2. **Employee Rights.** Unless an employee timely elects the alternate procedure as provided in this Article, such employee and the County shall be subject to and governed by Section 75 and Section 76 of the Civil Service Law, and the employees shall be deemed to have waived all alternate procedures. An employee shall have the following rights:
  - (a) An employee shall be entitled to CSEA representation at each step of a disciplinary proceeding brought pursuant to Section 75 of the Civil Service Law and the Alternate Procedure in paragraph three of this Article.
  - (b) No employee shall be required by the employer to submit to an interrogation after charges under Section 75 or the Alternate Procedure in paragraph three have been served unless he/she is afforded the opportunity of having a CSEA representative present.
  - (c) No recording devices of any kind shall be used during such interrogation unless the employee is made aware of the fact prior to such interrogation.
  - (d) An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his/her hours, wages or working conditions as the result of the exercise of his rights under his Article.
3. In lieu of the procedures and rights contained in Section 75 and Section 76 of the Civil Service Law, an employee may elect to proceed under the following provisions.
  - (a) The hearing upon charges shall be held by a person designated from a panel established in Exhibit B. Upon the request of either party, the name of a panel member may be removed from said list. The hearing officer so designated shall, in no event, be an employee of the same County department or agency as the employee against whom charges have been brought.
  - (b) The decision of the hearing officer shall be served upon the employee and the appointing authority and shall be binding as to the question of guilt or innocence and the appointing authority shall issue a determination in accordance with such decision. The hearing officer shall also recommend a penalty or punishment to be imposed in the event of find of guilt. The appointing officer of the department or agency concerned shall have the responsibility to determine or impose the penalty or punishment, provided, however, that should such penalty or punishment be more severe than the recommendation of the hearing officer, the employee may seek review of such determination pursuant to Article 78 of the CPLR but solely upon the grounds that the penalty or punishment is excessive.

- (c) All conduct alleged by the County to constitute in competency or misconduct shall be contained in the charges and specifications. Any other matter which will be alleged by the County to be relevant to the questions of the penalty or punishment to be recommended must be introduced at the hearing in order to be considered. Upon written demand thereof made within 10 days after charges have been served, the employee shall be entitled to copies of all written reports and records in the custody of the employer which will be relied upon at the hearing. Such written reports and records shall be furnished within ten (10) workdays before a hearing is scheduled.
- (d) An employee who elects to proceed pursuant to the procedure provided for herein shall do so in writing at least seven working days after service of charges upon such employee. Such election shall be deemed a waiver of his right to appeal to the Civil Service Commission or the courts pursuant to CPLR Article 78 except that either the employee or the County may seek review of the determination of an appointing authority pursuant to CPLR Article 75.
- (e) The method of selection and the selection of the panel referred to above and the method of designation of the hearing officer for a particular case shall be agreed upon by the County and CSEA provided, however, that it is presently contemplated that the essential method of selection of the hearing officer for a particular case shall be by agreement and, failing such agreement, then by lot from the panel established under subdivision 3 (a).
- (f) Pending the hearing and determination of charges of competency or misconduct, the employee against whom such charges have been preferred may be suspended without pay for a period not exceeding 30 days. If the employee is acquitted of said charges; he/she shall be restored to his/her position with full pay for the period of suspension less the amount of compensation which she/he may have earned in any other employment or occupation.
- (g) The hearing officer before whom said charges shall be heard shall be entitled to a fee of \$1,000 per diem for actual number of days that said hearing is held. This cost shall be borne equally between the CSEA and the County. The charge for any stenographic record shall be equally borne between CSEA and the County.
- (h) At a hearing conducted under this section the parties shall not be bound by the technical rules of evidence.

#### ARTICLE 9 – COMPENSATION

**(Salaries for 2003 to be determined by using the 2002 hourly schedule for 37.5 hour/week employees. All future increases to be calculated on hourly rates of pay)**

- 1. Effective January 1, 2003 full-time and part-time employees shall receive a 2% general wage increase. Minimum salaries shall also increase by 2%. The salary schedule is attached as Appendix A.**
- 2. Effective January 1, 2004 full-time and part-time employees shall receive a 3% general wage increase. Minimum salaries shall also increase by 3%. The salary schedule is attached as Appendix B.**
- 3. Effective January 1, 2005 full-time and part-time employees shall receive a**

**3% general wage increase. Minimum salaries shall also increase by 3%.  
The salary schedule is attached as Appendix C.**

**4. PERFORMANCE INCREMENTS**

- a) Each employee who is at step 4 or below shall receive a performance increment on his/her anniversary date in title, provided that he/she has received a satisfactory performance evaluation. For the purposes of this salary plan, the term "anniversary date in title" (current title or grade) shall mean the day upon which the employee assumed the duties and responsibilities of a particular title, whether on a temporary, provisional, probationary or permanent basis, unless the assumption of the particular title is in the same pay grade as the employee's previous title as reflected in the records of the Department of Personnel.
- b) Each unsatisfactory performance evaluation shall be accompanied by counseling, along with appropriate documentation which shall be transmitted to the employee during the course of the twelve (12) month period preceding his anniversary date in title.
- c) Each employee who receives an unsatisfactory performance evaluation may utilize the following procedure:
  1. Upon written request from the employee within thirty (30) days after receipt of an unsatisfactory performance evaluation, the department head and the employee shall meet as soon as practicable to review the said performance evaluation. Within ten (10) days after the said meeting, the department head shall provide to the employee a written determination which shall either affirm or reverse the said performance evaluation and state the reasons therefore.
  2. Upon written request from the employee within ten (10) days after receipt of a determination affirming his/her unsatisfactory performance evaluation, the Personnel Officer and the employee shall meet as soon as practicable to review the said performance evaluation. Within ten (10) days after the said meeting, the Personnel Officer shall provide to the employee a written decision which shall either affirm or reverse the said performance evaluation and state the reasons therefore.
  3. Upon written request from the employee within ten (10) days after receipt of a decision from Personnel Officer affirming his/her unsatisfactory performance evaluation, the Personnel Committee and the employee shall meet as soon as practicable to review the said performance evaluation. The Committee shall consider the unsatisfactory performance evaluation, the determination of the department head, the decision of the Personnel Officer and such other materials submitted by the parties, including oral testimony, which it deems relevant to the inquiry. The burden of proving unsatisfactory performance shall be upon the County. Within thirty (30) days after the said meeting the Committee shall issue to the parties a final and binding award which shall either affirm or reverse the said performance evaluation and state the reasons therefore.
  4. Each employee who utilizes this procedure shall have the right to be represented by CSEA throughout the proceeding.

5. This procedure shall be the sole and exclusive method by which an employee may seek review of an unsatisfactory performance evaluation.
- d) Each employee who has been on leave of absence other than military, sabbatical, educational or Workers' Compensation for a cumulative period of more than six (6) months during the twelve (12) months immediately preceding his/her anniversary date in title shall not be eligible to receive a performance step increment.
- e) For the purpose of administering the salary plan, the employee shall not be given performance date seniority credit for the time spent on a leave of absence, except for military leave, educational, and Workers' Compensation leave.

5. PROMOTION:

- a) Each employee who is promoted shall receive the minimum salary for his/her new title, except as follows:
  1. Where the minimum salary for the new title is lower than the salary received by the employee at the time of promotion, the employee shall receive 5.5% of the minimum salary for the new title added to the salary received at the time of promotion. In the event that the resulting salary does not correspond with a step in the new grade, the said salary shall be rounded up to the closest step in the new grade where it is less than performance step increment five (5) in grade.
  2. Where the minimum salary for the new title is less than 5.5% greater than the salary received employee at the time of promotion, the employee shall receive 5.5% of the minimum salary for the new title added to the salary received at the time of promotion.
- b) Where an employee who receives a salary greater than the maximum salary in his/her grade at the time of promotion would be entitled to receive a salary greater than the maximum salary of the new grade under the promotion formula set forth herein, his/her shall instead receive 7% of the new minimum salary added to his salary at the time of promotion.
- c) The promotional formula set forth herein shall be utilized in determining rates of pay for out of title work in accordance with the employment agreement between the Civil Service Employees Association and the County of Broome.

ARTICLE 10 - PARKING FEES

The parking fee in the Governmental Plaza parking garage shall be \$15.00 monthly.

Employees granted a parking reimbursement shall have up to seventeen (\$17.00) dollars per month reimbursed to them upon presentation of a proper receipt for the month's parking.

Any transfer, individually or by department, which results in a change of the parking site shall be governed by the parking policy of said site; i.e., a department employee who is transferred from a site where a fee is charged (Governmental Plaza) to a site where no fee is charged (Social Services Building) shall not be required to pay a parking fee and vice versa.

## ARTICLE 11 - HIRING NEW EMPLOYEES

Department heads or others empowered to hire must hire at the minimum of the range established for the position unless otherwise authorized by the County Legislature and the Union shall be so notified.

## ARTICLE 12 - LAYOFF AND RECALL

### SECTION 1 - COMPETITIVE EMPLOYEES

- a) Layoffs shall be handled in accordance with Civil Service Law.

### SECTION 2 - OTHER EMPLOYEES

- a) **Layoff and Notification:** It is understood and agreed that in the event the employer plans to lay off employees in the bargaining unit for any reason, the employer will notify the Union in writing of its plans at least one month prior to the effective date that such action is proposed to commence. Upon notification to the Union of such impending plans, a meeting shall be arranged between the parties within five work days of such notification to review the anticipated layoff and the effect it will have on employees with the bargaining unit.
- b) If, after the implementation of the above, the Employer establishes that a layoff still is necessary, then such layoff shall be accomplished by laying off, first, all employees with temporary appointments within classifications and department. If further layoffs are necessary, permanent employees shall be laid off in classifications within department, in the inverse order of their seniority.
- c) Any employee to be laid off shall receive no less than 14 calendar days written notice.
- d) Laid off employees shall be placed on a recall list in order of their seniority by classification. If the County establishes, funds and decides to refill the previous positions that were abolished for a period of two years, then the employees shall be offered their former position if the following conditions are met:
  - 1. The person is qualified to perform the work, as determined by the County.
  - 2. The person is physically able to perform the work required, as determined by the County.
  - 3. The person must accept the County's offer of re-employment (sent to their last known address) within three (3) weeks, and actually start work within the same three (3) weeks, or the person shall be considered resigned.

## ARTICLE 13 - ASSIGNMENTS

Regular full-time employees assigned in a higher job classification will have their salaries adjusted upward subject to the following conditions:

- 1. Employees must be assigned in the higher classification an accumulated period of ten (10)

working days to qualify. Such ten (10) days must be within a ninety (90) day time period.

2. Except for those employees assigned to a higher classification on a regular and continuing basis, employees must be assigned for a period in excess of two (2) days.
3. Upon the written approval of the Personnel Officer, the employee's salary will be adjusted on the same basis as set forth in the first paragraph above. Said adjustment will cease upon completion of the assignment.

#### ARTICLE 14 - LEAVE FOR CSEA MEETINGS

Leave will be granted to any CSEA member to attend regional and statewide meetings of the Civil Service Employees Association without loss of pay. The leave granted herein shall not exceed a total of thirty-two (32) employee days per year for all employees covered by this Agreement to attend such regional and statewide meetings. Written notice for such leave, certified to by the President of CSEA, must be presented to the department head, with a copy to the Personnel Officer, at least five (5) working days prior to the requested leave time. The thirty-two (32) days herein provided to attend CSEA conferences or meetings shall include travel time.

The President of the Broome County Unit of CSEA will be allowed a reasonable amount of leave with pay away from his/her regular duties in order to attend conferences and meetings of CSEA and to handle the CSEA business of the employees covered by this Agreement. If the President is unable to perform his/her duties, the Broome County Unit of CSEA may designate another representative to act in place of the President by giving written notice to the Public Employer. Leave for the President to attend CSEA conferences is not to be deducted from the total of thirty-two (32) employee days as hereinabove provided. Reasonable notice to supervision must be made by the union official before union time off shall be allowed.

Certain employees designated as Union Stewards will be allowed reasonable time away from their duties to discuss grievances with other employees within the representative department or division and to assist or represent a grieved employee at Steps 1 or 2 of the grievance procedure as set forth in Article 8. A list of Union Stewards will be maintained by the CSEA, who shall have the right to substitute, add or delete names from said list from time to time as they deem necessary. Such lists shall be updated every six months and a copy forwarded to the Broome County Department of Personnel.

#### ARTICLE 15 - MEETING ROOMS

The County grants CSEA the right to use County meeting rooms. Arrangements for the use of such space shall be scheduled with the Clerk of the County Legislature.

#### ARTICLE 16 - BULLETIN BOARDS

The Public Employer shall supply and erect bulletin boards for the exclusive use of CSEA in prominent locations at County worksites with eight or more CSEA represented employees. CSEA shall have the right to post notices and other communications in other areas besides those described above, subject to the prior approval of the content of such notices and communications by the Public Employer.

#### ARTICLE 17 - BASIC WORK WEEK

1. The basic maximum work week for employees in County departments, agencies and

institutions, other than employees compensated on an hourly or per diem basis, unless otherwise provided herein, shall be a five-day week consisting of daily hours from 8:30 a.m. to 5:00 p.m., Monday through Friday; except where contrary hours or days of employment exist.

2. The Department Head in his/her absolute discretion shall have the right to designate any department County Government to commence operations between 7:00 am and 10:00 am or establish hours between 4:00 p.m. and 7:00 p.m. on said Monday through Friday, and establish appropriate work forces to be maintained by the number of employees he/she determines appropriate to staff the department. The workday will entail working continuous, consecutive hours unless otherwise agreed to by the employee and Department Head.
3. Where in any department where the daily work hours are from 8:30 a.m. to 5:00 p.m. and the Department Head determines to change or modify said hours pursuant to paragraph 2 herein, the employees necessary to maintain and operate the department shall be chosen as follows:
  - a. They shall have at least ten (10) working days notice of said change.
  - b. Volunteers by job classification shall have first preference.
  - c. In the event that volunteers are insufficient to meet the department's manpower needs, employees with the greater longevity of employment with the County shall have preference.
  - d. It is further agreed that the initiation of any changes pursuant to paragraph 2 herein shall not result in increased individual daily work hours.
4. Employees in institutions and in positions of a nature requiring emergency or continuous service, establishment of working hours shall be within the discretion of the department heads who shall file a complete schedule of employees' working hours with the Department of Personnel.
5. The Department Head is hereby specifically authorized to develop and implement a flextime program, except that no employee shall be required to work other than the basic maximum workweek as established or modified herein.
6. Nursing Home employees scheduled to work a Saturday, Sunday, or holiday and who call in ill will be scheduled to work the following Saturday, Sunday, or Holiday as make up. Such make up day will not result in the employee receiving overtime payment, as during the pay period a day off will be exchanged for the make up day.
7. Seniority will be defined as the employee's first date in continuous service in a classified title within the County in the application of promotions, transfers, filling of vacancies or assignments. Seniority will be a final consideration when all other criteria are equal.

#### ARTICLE 18 - OVERTIME, EXTRA HELP AND NIGHT RATES OF PAY

- 1a) In departments where the County Legislature has authorized payment of overtime, the employee may be paid overtime or accrue compensatory time, as determined by the

Department Head and within the Department's budgetary limits for overtime.

- 1b) Where the Department Head elects payment, the employee shall be paid time and one-half their regular straight time rate for all work performed in excess of 40 hours per week.
- 1c) Where the Department Head elects compensatory time, the employee shall accrue paid time off at the rate of time and one-half for all work performed in excess of 37½ hours per week or 40 hours per week, depending on the person's regular work schedule.
- 1d) Compensatory time accrued in accordance with Section C above, shall be taken within 120 calendar days of accrual. The actual scheduling of time-off shall be at the discretion of the Department Head. Employees shall be paid for accumulated compensatory time when they leave the County's employ.
- 1e) Any overtime shall be with the express approval of the Department Head, or their designee(s).
- 1f) In the Security, Airport and Central Foods and Nutrition Services Departments, where an employee's work schedule does not provide for holidays, the following shall apply:
  - 1) Where an employee's regular schedule does not require he or she to work the actual holiday, the employee shall receive an extra day's pay or compensatory time in accordance with existing policies. (i.e. 5 days worked/48 hours pay)
  - 2) Where an employee's regular schedule requires the employee to work the actual holiday, he or she shall receive time and one-half for hours worked on the actual holiday or compensatory time and one-half in accordance with existing policies, in addition to the day's pay provided for in (a.) above. (i.e. 5 days worked/52 hours pay)
  - 3) Where an employee's regular schedule does not require the employee to work the actual holiday, and the employee is called into work, he or she shall receive time and one-half for hours worked on the actual holiday or compensatory time and one-half in accordance with existing policies, in addition to the day's pay provided for in (a.) above. (i.e. 6 days worked/60 hours pay)
- 1g) All nursing home personnel who work a star day schedule shall be paid time and one-half for all hours worked on the following holidays: New Year's Day, Lincoln's Birthday or Washington's Birthday as provided herein, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day. Lincoln's Birthday shall be observed as a premium holiday in even-numbered years, and Washington's Birthday shall be observed as premium holiday in odd-numbered years. In the event New Year's Day, Independence Day, Veteran's Day or Christmas Day fall on a Saturday or Sunday time and one-half will be paid on the actual holiday and not on the observed (Friday or Monday) holiday. The present star day procedure will continue in effect. All nursing home personnel who do not work a star day schedule will receive holidays as provided by Article 19 of this agreement.
- 1h) If the majority of an employee's regularly scheduled hours per day fall between 3:00 p.m. and 11:00 p.m., they shall be paid twenty-five (25) cents per hour shift differential.
- 1i) If the majority of an employee's regularly scheduled hours per day fall between 11:00 p.m.

and 7:00 a.m., they shall be paid thirty (30) cents per hour shift differential.

1j) At Willow Point Nursing Home only the following differentials apply:

Nursing Assistant	\$ .30/hr.	2 <sup>nd</sup> shift
	.40/hr.	3 <sup>rd</sup> shift
Nurses -	.75/hr.	2 <sup>nd</sup> shift
	.50/hr.	3 <sup>rd</sup> shift

Weekend differential –(Friday 11:00pm to Sunday 11:00pm)

Nurses	\$ .50/hr.
Nursing Assistant	.25/hr.

In departments where employees work a schedule consisting of 4 days on and 2 days off the following shall apply:

- 1) Where an employee's regular schedule does not require he or she to work the actual holiday, the employee shall receive no additional compensation for the holiday.
  - 2) Where an employee's regular schedule requires the employee to work the actual holiday he or she shall receive an additional days pay.
2. Shift employees and Airport Maintenance employees shall receive one (1) hour additional pay at their regular rate when called out by their department to work a schedule other than their own.
    - a) Shift employees called out to work by the County, exclusive of contiguous hours shall be paid one (1) hour additional pay at straight time, when they actually report for such a call out.
    - b) Shift employees are defined as those employees who work in an operation where at least an entire morning shift and an entire afternoon shift are utilized by management.
    - c) A call out is defined as when the County calls an employee during his/her off hours, to come back to work. A call out shall not pertain to work scheduled by management, in advance.
  3. At the Department Head's discretion, within the department's budgetary limits for overtime, overtime shall be monetarily compensated in lieu of compensatory time.
  4. Employee's time off which is paid and approved shall be construed as work time for overtime calculation purposes. However, sick time is to be excluded for calculation purposes.
  5. Nursing home employees who work a star day schedule shall have their overtime calculated on the basis of work performed over eight (8) hours in a work day, or over eighty (80) hours in a fourteen (14) calendar day pay period. All other nursing home personnel shall have overtime calculated as outlined above.
  - 6.a) On-call pay shall be established in order to provide 24 hour coverage where necessary. Employees required to be on-call shall be paid at a rate equivalent to \$15/day for on-call status. The existing on-call procedures for child protective workers at the Department of Social Services established by Resolution No. 190 in 1984 will remain in effect. (See

Appendix D)

- b) On-call shall be defined as a specific assignment of being on-call for a specified period of time. If the employee is not reachable or cannot/will not report, such employee is considered not available and will not be eligible for on-call pay even if a pager/beeper is worn.
- c) 1) Airport employees required to wear pagers will be advised of their on-call status no earlier than 3:00p.m. and no later than 4:00 p.m. on each scheduled work day. Employees will be told if they are on-call and the number of hours they are on-call.
- 2) While on-call, employees shall conduct themselves to ensure, at a minimum, the following:
  - a) Response time to the Airport within 45 minutes of being paged or as soon thereafter as weather and road conditions permit.
  - b) No alcoholic impairment.
- d) Nurses at the Health Department required to be on call shall be paid at a rate equivalent to \$125 for seven calendar days of on-call status. (each on-call tour being about 12 hours in duration). Each week day on-call (Monday through Friday) shall be worth \$15 and each weekend on-call tour shall be worth \$25. Each holiday on-call tour (24 hours) shall be worth \$60.

If the employee does not meet the above conditions or is in some other way unable to respond in a timely manner and perform, such employee will not receive the on-call pay or any applicable call out pay.

ARTICLE 19 – HOLIDAYS

- 1. Listed Holidays. These days and only these days prescribed by law for the observance of New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day, shall be observed as holidays.
- 1a) Employees shall be granted four (4) days paid leave in lieu of Lincoln's Birthday, Martin Luther King Day, Election Day, and Columbus Day. The above days off shall be granted only at such time as the work of the Department will permit. Employees shall not be allowed to carry-over the time off from year to year, but they shall use the days during the current work year. Employees who leave County service before working the holiday floated, shall have such time deducted from their final paycheck.
- 2. When a holiday falls on Saturday or Sunday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday.
- 3. New Employees. Any employee appointed as of January 1 to a regular budget line item shall be paid from the first day worked following the date of appointment, unless otherwise specified in the letter of appointment.
- 4. All employees must work or be covered by authorized leave on the workdays immediately preceding and following the holidays listed in paragraph one above in order to receive pay

for the holiday.

5. Nursing home Employees. Nursing Home employees shall not be required to work Christmas Day, New Years Day, Thanksgiving Day and the 4th of July in two (2) consecutive years.
6. The holiday policies at Willow Point Nursing Home as of January 1, 1981, with the exception of paragraph 5, shall remain in full force and effect.

#### ARTICLE 20 - VACATION

- 1) Full time employees shall be entitled to vacation as follows (all service requirements are defined to mean continuous years of service):

Employees with less than one (1) year of service as of January 1st, shall receive one day per month of service as vacation.

Employees who have completed (1) year but less than five (5) years of service as of January 1st, shall receive twelve (12) days of vacation.

Employees who have completed five (5) years but less than ten (10) years of service as of January 1st, shall receive seventeen (17) days of vacation.

Employees who have completed ten (10) years but less than fifteen (15) years of service as of January 1st, shall receive eighteen (18) days of vacation.

Employees who have completed fifteen (15) years but less than seventeen (17) years of service as of January 1st, shall receive nineteen (19) days of vacation.

Employees who have completed seventeen (17) years of service as of January 1st, shall receive twenty (20) days of vacation.

Employees who have completed eighteen (18) years of service as of January 1st, shall receive twenty-one (21) days of vacation.

Employees who have completed nineteen (19) years of service as of January 1st, shall receive twenty-two (22) days of vacation.

Employees who have completed twenty (20) years or more of service as of January 1st, shall receive twenty-three (23) days of vacation.

The vacation year shall run from January 1 through to and including December 31. Vacation earned in one year is eligible to be taken the following year. Regular part-time employees shall receive one-half credit for each month worked regular part-time.

2. An unauthorized absence of one year or less or authorized absence without pay shall not result in an interruption of said years of continuous service but shall in no event be used in computation of the said years of continuous service as set forth above.
3. An employee who has completed one year of continuous service shall be entitled each year to a carry over of one (1) week only of accrued vacation. After five years of

continuous service, an employee shall be entitled to carry over two (2) weeks accrued

vacation. Notification of the intent to carry over will be made by October 1 of each year. In addition, when an employee is reimbursed vacation time as a result of a workers' compensation award made after September 1, the employee may carryover up to ten (10) of those days in addition to the carryover mentioned above.

4. Employees whose seniority date falls within the vacation year, shall receive the additional vacation due them, per the schedule, e.g., as of January 1, employee X has 4 years and 6 months of seniority, on January 1, he/she will receive 12 vacation days, and on July 1 (seniority date) will receive 5 additional days.
5. Vacation shall be granted only at such time as work of the department will permit.
6. So far as practicable, all earned vacation shall be taken prior to transfer, but where not taken, the employee shall receive any earned vacation due in the department to which he/she is transferred.
7. Vacation days which are to be deducted under this Agreement are to be only those days which the employee would have normally had to work.
8. No vacation time is accumulative for any period when the employee is absent without pay.
9. Money for any vacation due an employee who resigns or retires will be paid to the employee. Similarly, the estate or beneficiary of a deceased employee will be paid for any unused vacation.
10. Subject to the approval of the department head as set forth in Paragraph 4 above, employees shall be allowed to take vacation time in units of one hour or greater except that employees at Willow Point Nursing Home shall be able to use a minimum of three (3) days of accumulated vacation time each year on a one-half, one, two or three day unit basis.
11. Any employee discharged for cause will be entitled to no accumulated vacation.
12. Full-time employees working a 37½ hour work week shall accrue vacation time in an amount equal to 7.5 hours/work day. Full-time employees working a 40 hour workweek shall accrue vacation time in an amount equal to 8 hours/work day. Full-time employees will be charged vacation in an amount equal to the number of hours actually taken. i.e. an employee who works an 8 hour day and takes one day vacation will be charged 8 hours. (AN EMPLOYEE WHO WORKS A 10-HOUR DAY AND TAKES ONE DAY VACATION WILL BE CHARGED 10 HOURS).

## ARTICLE 21 - SICK LEAVE

1. Application of Rule. After completion of one (1) month of continuous service, full-time, and regular part-time, shall be entitled to accumulated sick leave as hereinafter provided from the time of their employment.
  
2.
  - a) Sick Leave Credits. A credit for sick leave under this Article shall be allowed at the rate of one working day per month for each month of service. Employees will accrue a total of twelve(12) sick days per year. No credit for sick leave under this Article shall be allowed unless the employee shall have been on full pay status at least fifty percent (50%) of the working days of the calendar month.
  
  - b) Department Heads may allow use of sick leave in units of one hour or greater.
  
  - c) Full-time employees working a 37½ hour work week shall accrue sick leave in an amount equal to 7.5 hours/work day.
  
  - d) Full-time employees working a 40 hour workweek shall accrue sick leave in an amount equal to 8 hours/work day.
  
  - e) Full-time employees will charge sick leave in the amount actually taken. (i.e. An employee who works an 8 hour day and takes one sick day will be charged with 8 hours sick time. An employee who works a 10 hour day and takes one sick day will be charged with 10 hours sick time).
  
3. Sick leave credits may accumulate to an unlimited number of days.
  
4. Reason for granting of sick leave. Sick leave with pay may be granted in accordance with this Article by a Department Head to an employee when incapacitated or unable to perform the duties of his/her position by reason of:
  - a. Sickness or injury.
  
  - b. Serious illness of the employee's spouse or child, requiring care and attendance of the employee, not to exceed 10 days in any one year. This limitation does not apply in absences pursuant to the Family and Medical Leave Act.
  
  - c. Serious illness in the employee's immediate family, requiring care and attendance of the employee, not to exceed 5 days in any one year. This limitation does not apply in absences pursuant to the Family and Medical Leave Act.
  
  - d. Quarantine regulations.
  
  - e. Medical or dental visits.

The term "immediate family" as used herein shall include spouse, child, father, mother, grandparents, or a person occupying the position of a parent of the employee or his/her spouse, or any other relative who is an actual member of the employee's household.

5. Notice of absence on sick leave. When absence is required under this Article, the employee shall report same to the department head before 9:00 a.m. in the departments where the stated working hours of 8:30 a.m. to 5:00 p.m. are effective. In institutions and in positions requiring replacement in case of absence, the time for reporting absence shall be at the discretion of the department head, and the department rule governing the time of reporting shall be filed with the Department of Personnel. In case of failure to report within the stated time limit, unless for reasons satisfactory to the department head, the absence shall not be deductible from sick leave but shall be considered as time off without pay.
6. Verification and proof of illness. Before absence for personal illness of three (3) or more consecutive work days may be charged against accumulated sick leave credits the appointing authority may require such proof of illness as may be satisfactory to it, in the form of an employee leave certification, or may require the employee to be examined, at the expense of the department or agency, by a physician designated by the appointing authority. Proof of illness may be required for absences of less than three (3) days in the event that a pattern of abuse has been identified.

In the event of failure to submit proof of illness upon request, or in the event that, upon such proof as is submitted or upon the report of medical examination the appointing authority finds that there is not satisfactory evidence of illness sufficient to justify the employee's absence from the performance of his duties, such absence may be considered as unauthorized leave and shall not be charged against accumulated sick leave credits.

7. Sick leave records and reports. Each department shall maintain an accurate record of attendance and sick leave status of each employee. The Department Head shall give to any employee upon request a record of the accumulated sick leave credits.
8. Transfer of sick leave credits. In case of transfer to another County department, accumulated sick leave shall be transferred with the employee, and he/she shall receive credit in the department to which he/she is transferred.
9. In the event that an employee is absent one-half day or less, sick leave will be charged, unless the Department Head approves the completion of an equivalent amount of compensatory time.
10. Abuse of sick leave shall be grounds for disciplinary action.
11. Employees working less than full-time. Compensation in cases where employees return from sick leave and work less than full-time under physician's orders shall be compensated at a rate apportioned to the time they work based upon their annual salary as established in the Budget. The employee shall file with the Department of Personnel a copy of the physician's order requiring part-time employment. The part-time employment shall not exceed a period of three months after return from sick leave.
12. Disability Insurance
  - A. The County will provide disability insurance.
  - B. The County will share the cost of disability insurance at a level of 50% of the insurance premium per capita rate up to the level of \$19.19. Any rate amount over \$19.19 will be paid 25% by the County and 75% by the employee.

Parties agree to negotiate all cost containment items.

C. The disability insurance will provide the following:

- a. Coverage to begin on the fifteenth (15th) calendar day of injury or illness.
- b. Employee will receive 70% salary up to a maximum of \$350.00 per week.
- c. Benefits are available for a total of 26 weeks in a 52 week period.
- d. Employees must use either all of their accumulated sick days or 14 sick days, whichever is less, prior to collecting disability benefits. However, employees may chose to use more than 14 sick days or vacation time prior to collecting disability benefits.

D. Employees will continue to accrue sick time in the manner provided by the Labor Agreement.

E. While an employee is receiving disability payments all benefits will continue to accrue in accordance with the Labor Agreement. The employee will be considered to have no interruption of service while on disability.

13. Employees may donate accumulated sick leave to fellow employees who have exhausted their sick leave and disability benefits due to an extended illness or injury. Such donation is limited to one day donated per instance. Such request must have the approval of the Personnel Officer. In the event approval is not given such denial is not subject to the grievance procedure.

## ARTICLE 22 - LEAVE OF ABSENCE WITHOUT PAY

### 1. APPLICATION FOR LEAVE OF ABSENCE

Any unpaid time for three (3) work days or less may be approved by the department head. A leave of absence request must be submitted to the Department Head for any absence over three (3) work days not covered by paid time off. If approved by the department head, the application shall be submitted to the Personnel Department for approval. All leaves in excess of 90 days, (except medical and mandatory civil service leaves) shall also be submitted to the Personnel Committee of the County Legislature for final approval.

### 2. LEAVES FOR EXTENDED ILLNESS

Leaves for extended illness shall not commence until all paid leave time is exhausted. This shall not apply for leaves for Workers' Compensation and CSEA Disability Insurance.

### 3. LEAVE FOR EDUCATIONAL PURPOSES

On the approval of the Personnel Committee, permanent employees may be granted leave of absence without pay for the period of one year for the purpose of acquiring additional education and training that will increase the usefulness and efficiency of the employee in his/her position.

### 4. LEAVE TO ACCEPT OTHER COUNTY EMPLOYMENT

Leave of absence without pay not to exceed one year may be granted to a permanent employee to serve temporarily in another position in the competitive class. Leaves of absence without pay not to exceed one year must be granted to permanent employees to serve provisionally in another position in the competitive class within the same department.

Leave requests for provisional appointments shall not be submitted to the Personnel Committee regardless of their length. Leave of absence shall not be granted to enable an employee to accept appointment to a position in a non-competitive or exempt class except with the approval of the Personnel Officer. Employees not completing the probationary period who have no leave of absence from their prior position may seek reinstatement.

5. LEAVE FOR OTHER REASONS

Leave of absence without pay for reasons other than those cited in this Article shall be granted by the department head only in unusual circumstances, which in the judgment of the department head, justified the granting of such leave. Requests for such leave and the recommendation of the department head shall be submitted to the Department of Personnel, and the granting of such leave shall be subject to the approval of the Personnel Committee. Employees must exhaust paid leave time, except sick leave time, prior to the commencement of a non-medical unpaid leave of absence. Employees requesting a leave pursuant to the Family and Medical Leave Act to care for a sick family member must exhaust all sick time prior to beginning the unpaid leave. Employees seeking to extend such leave beyond the FMLA required leave must exhaust all paid leave time prior to the extension of the unpaid leave.

6. LEAVE FOR OTHER REASONS EXCEPTIONS

Leave of absence for reasons for other than those cited in this Article shall be granted only in unusual circumstances, which justify the granting of such leave. For example, leave may be granted for the purpose of caring for a family member who is ill. An employee on an approved leave accepting other employment or becoming self employed will be considered resigned from Broome County employment unless the leave has been approved to accept other employment.

7. ABSENT WITHOUT AUTHORIZED LEAVE

When an employee is absent without authorized leave for a period of five (5) work days, with the exception of proven illness, such absence shall be deemed to constitute a resignation, effective on the date of the commencement of such absence. The failure of the employee to return to his/her position within ten (10) work days following the expiration of a leave of absence, or extension thereof, shall constitute a resignation which, for purpose of determining eligibility for reinstatement, shall be deemed to be effective as of the date of the commencement of such leave of absence. Nothing herein shall be deemed to excuse the unauthorized absence of an employee of his/her failure to return to his/her position upon the expiration of an authorized leave of absence, and any such failure may be regarded as misconduct in an appropriate disciplinary proceeding. The County may fill the position only on a temporary basis during the first ten workdays from the commencement of the unauthorized leave.

NOTE: See Educational Leaves for County professional employees, Resolution No. 257 of 1964, and Educational Leaves for non-professional employees, Resolution No. 258 of 1964.

8. Except as may be otherwise provided herein, no fringe benefit authorized by this Agreement shall accrue while an employee is on a leave of absence without pay. Employees on a leave of absence because of a work related injury will not lose time for the purposes of longevity payment.

9. The maximum amount of leave shall be one (1) year, unless the Personnel Committee specifically votes to extend the leave. Any extensions voted by the Committee shall be at

their sole discretion. Extensions must be handled in the same procedure as initial leaves with the submission of appropriate form or forms in a timely manner.

10. Employees on a medical leave of absence, collecting disability benefits or workers' compensation benefits and who are found to be employed by another employer may be subject to discipline.

### ARTICLE 23 - MILITARY LEAVE OF ABSENCE

All military leaves of absence shall be granted pursuant to military law.

### ARTICLE 24 - HEALTH INSURANCE

1. The public employer agrees to continue and maintain a health insurance program which provides benefits to employees equal to or greater than the Statewide Blue Cross-Major Medical Plan as the latter existed on January 1, 1981. The County is to pay 90% of the premium for the employee or 90% of the premium of the dependent coverage.
2. Regular Part-time employees hired prior to June 1, 1979 shall be entitled to payment of health insurance as set forth above. Regular part-time employees hired on June 1, 1979 or subsequent thereto shall be entitled to premium payments of the County of 50% for single coverage and 50% for family coverage.
3. All employees moving from a full-time status to a part-time status prior to June 1, of 1979 shall be entitled to a continuation of coverage based on their full-time status.
4. An Advisory Committee shall be established to monitor and recommend changes in the plan. CSEA will be represented on such committee. Attendance at meetings will not result in loss of pay or charges against accruals.
5. A pre-admission certification program shall be made part of the County Health Plan.
6. Beginning January 1, 2003 the prescription card co-pay levels shall change as follows:

Mail Order Maintenance Prescriptions		\$0 per prescription
Generic prescriptions	-	\$5 per prescription
Non-generic prescriptions	-	\$10 per prescription
7. The parties agree to re-open negotiations for the purpose of discussing the establishment of dental and vision insurance coverage.

### ARTICLE 25 - BEREAVEMENT LEAVE

The Public Employer agrees to grant a bereavement leave in the event of a death in the immediate family of an employee covered by this Agreement. The employee shall be entitled, when such leave is so required, three (3) days with regular pay to arrange for or attend the funeral and burial. Immediate family shall be deemed to be husband, wife, children, step-children, mother, father, step-mother, step-father, brother, sister, grandparent, grandchild,

mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law or brother-in-law of the employee, of any other relative who is an actual member of the employee's household or the grandparents of the employee's spouse. One (1) day bereavement leave will be allowed to attend the funeral and/or burial of the aunt or uncle of the employee or a sister-in-law or brother-in-law of employee's spouse. The bereavement time to which an employee shall be entitled shall not be deducted from sick leave or vacation time. In the event of extenuating circumstances, the employee may file a request directly to the County Executive to authorize additional bereavement days off. At the sole discretion of the County Executive and with his/her written consent, an employee may be granted additional bereavement depending on the circumstances.

**ARTICLE 26 - LIFE INSURANCE**

Employees defined in Article 4 shall be entitled for coverage for an amount of \$5,000 in a life insurance program as authorized by the County Legislature.

The Public Employer agrees to pay the premium for such Group Life Insurance Plan.

**ARTICLE 27 - LONGEVITY SERVICE PAY**

A. All full-time employees will be paid longevity service payments upon the completion of each of following years of service:

<u>Years</u>	<u>Payment</u>
6-9	\$600
10-14	800
15-19	1,000
20-24	1,200
25-29	1,400
30+	1,600

- B.
1. Beginning January 1, 2000, all employees who receive longevity payments for the first time will receive such payments in a lump sum in November of each year.
  2. Effective January 1, 2000 employees were given a one-time choice to receive their longevity payments in a lump sum or included in their bi-weekly pay.
  3. An unauthorized absence of one year or less or authorized absence without pay shall not result in an interruption of said years of continuous service but shall in no event be used in computation of the said years of continuous service as set forth above.
4. The longevity increments provided for in this Article shall be in addition to negotiated salary increases due the employee pursuant to the then existing salary schedule or any increase due said employee as a result of a promotion. Such increase shall become payable commencing with the first full pay period following the completion of the years of service required.

## ARTICLE 28 - PENSIONS

Effective January 1, 1989, the Public Employer agrees to provide Plan 75(i) coverage for all employees covered by this Agreement.

Effective January 1, 1973, all employees covered under this Agreement shall be eligible to receive the benefits of Section 41 (j) (conversion of unused sick leave benefits) as provided by the law. The entire premium for this benefit shall be paid by the employer.

## ARTICLE 29 - BENEFITS TO REGULAR PART-TIME EMPLOYEES

Regular part-time employees as defined in Article 4 herein shall be entitled to the following benefits only:

1. Holidays – Employees will be paid the number of hours regularly scheduled to work on the days the holiday falls. If the employee is not regularly scheduled to work on the day a holiday falls, no payment will be made.
2. Vacation - The provisions of Article 21 shall apply to all regular part-time employees, except they will receive one-half the number of vacation days as set forth for full time employees. In addition, part-time employees may carryover one-half the number of vacation days as set for the full-time employees.
3. Sick Leave - The provisions of Article 22 shall apply to all regular part-time employees, except they will receive one-half day per month for each month of service.
4. Longevity Service Pay - The provisions of Article 27 will apply to all regular part-time employees, except they will receive one-half (1/2) the amount set forth for full-time employees.
5. Health insurance as set forth in Article 24.
6. A temporary employee filling a position during a leave of absence shall be entitled to full benefits granted to permanent employees when such positions so filled will reasonably be expected to become permanent appointments.
7. When a part-time employee is entitled to bereavement, as defined in Article 26, they shall be eligible for three (3) work days off, if scheduled, from the death of a relative, and shall be paid for the amount of time they would have ordinarily been scheduled.

## ARTICLE 30 - TRAVEL ON COUNTY BUSINESS

1. Attention is called to the following extract from Penal Law, Section 175.35-: "A person is guilty of offering a false instrument for filing in the first degree when, knowing that a written instrument contains a false statement or false information, and with intent to defraud the state or any political subdivision thereof, he offers or presents it to a public office or a public servant with the knowledge or belief that it will be filed with, registered or recorded in; or otherwise become a part of the records of such public office or public servant." Offering a false instrument for filing in the first degree is a Class E. felony.
2. All accounts or statements must be submitted on a standard or approved form, and the claim voucher certified by the employee, as required for all claims. All vouchers must be accompanied by receipts for rooms, lodging, meals, tolls, thruways, parking fees, etc. All vouchers submitted without same will automatically be returned to the employee. Employees using their automobiles regularly should submit their claims monthly. Employees who use their automobiles occasionally may elect to submit their claims quarterly. If in the opinion of the County Comptroller circumstances were such that receipts were not obtainable, the receipt requirement will be waived.
3. Claims for mileage must list all business stops and the distance traveled between these stops, except within a city, town, or village, in which all stops must be listed, but if short mileage (less than two (2) miles) is involved, the mileage traveled can be listed after the last stop within such city, town, or village.
4. No mileage reimbursement will be allowed for travel between residence and Court House or other County buildings, except as such reimbursement may be authorized by state law or by regulations of the County Legislature, in which case mileage claim must state and give reason. In cases where an employee starts from his/her residence on official business mileage will be paid in the amount that would have been paid if the employee had begun official business from the work site. In addition, if the employee returns home from an assignment without first returning to the work site mileage will be paid as if the employee had returned to the work site. Beginning official business from home or returning home without returning to the work site first requires authorization from a supervisor.
5. Any person or employee traveling by an indirect route must assume the extra expense, as reimbursement will be based only upon such charges as would actually be incurred by traveling the most direct route. This rule will be waived when the use of expressways, even though not the most direct route, will result in the reduction of travel time.
7. In order to receive reimbursement for mileage at rates hereinafter provided, and for travel expense incurred by attendance at conventions, meetings of associations or organizations, such attendance must have been previously authorized by the County Executive. Such expenses must be listed on a Broome County travel voucher, and accompanied by hotel bills, convention or meeting registration receipts, airline, bus, or train receipts or seat checks, toll and parking receipts. Meals and taxi fares must be listed separately. When claiming taxi fares, starting point and destination must be listed, and if claiming such fares when automobile is available, reason for such charges must be given. Reasonable customary tipping will be allowed, and should be included in the respective taxi charges.
7. When requesting authorization to travel, the request should state the date and time of the anticipated departure from and arrival in the County.

8. When the use of a personally-owned car is authorized by the County Executive to operate on business for the County, all regulations herein contained must be observed, and the rules of reimbursement herein stated will be allowed in all cases, except as otherwise authorized, allowed and directed by state law.
9. The mileage reimbursement herein provided will be allowed for one person only as the owner of the automobile, regardless of the number of employees traveling in the said automobile on the same trip, in pursuance of County business, or to such meetings as may have been previously authorized.
10. All County employees traveling outside the County must have authorization to do so, even though they are passengers in a car and do not expect to have any reimbursement expenses.
11. It is intended that the rates prescribed herein shall be maximum, and actual expenses only shall be charged. Said rates shall not be exceeded, except in such cases and for such employees as are specially excepted and otherwise authorized and directed by state law for particular cases.
12. The mileage rate shall be equal to the mileage allowance pursuant to Federal IRS regulations. Increases shall become effective concurrent with any IRS change.
13. Reasonable and customary charges for room accommodations shall be allowed. Tips for lodging shall be allowed at the rate of fifty (50) cents per hotel stay. Tipping for other types of lodging is not regarded as necessary or customary, and therefore not allowable.  
  
When the spouse accompanies a County employee, the amount of room charges allowable shall be computed on the basis of the ordinary single room charge allowable to County employees who are not so accompanied by a spouse.
14. Actual and necessary charges for meals shall be allowed. These may include a reasonable tip and, when claiming reimbursement, need not be claimed separately.
15. Emergency repair work only shall be authorized on County cars while out of the County. In claiming reimbursement, an explanation of the reason for such repair work should be given.
16. County-owned cars should be fully gassed at County pumps before leaving the County. Gasoline credit cards should be used as much as possible when it is necessary to purchase gasoline while on the road. The receipt received by the employee when using the credit card should be submitted to the Comptroller with his voucher for reimbursement.
17. Charges for long-distance telephone calls on official business will be allowed provided an explanation is given showing the name of party with whom communication was held.
18. New York State hotel occupancy and transportation taxes are not reimbursable. Employees should present exemption certificates at ticket windows and hotel desks.
19. When claiming mileage for use of a personally-owned car, charges for tolls, parking and storage will be allowed, where the same is directly connected to travel for County purposes.

20. Employees whose mileage reimbursement averages \$100 per month or greater, will receive a \$100 per month advance mileage payment.

### ARTICLE 31 - SCOPE OF AGREEMENT

This Agreement constitutes the entire understanding between the Public Employer and CSEA.

It is agreed by the parties that during the period covered by this Agreement neither party shall be obligated to collectively negotiate with respect to any subject or matter referred to or covered by this Agreement or with respect to any subject or matter not specifically covered in this Agreement. Notwithstanding the foregoing, the parties may, by mutual agreement, enter into discussions relating to the terms and conditions of employment and the administration of grievances arising there under. If such discussions lead to an agreement to add to, delete or modify any of the terms of this Agreement, such agreement shall become effective as part of this collective bargaining agreement upon being reduced to writing and executed by the properly authorized representatives of the parties hereto.

Only those previous rights, privileges and benefits established and made permissible by the County relative to subject matters not specifically covered by this agreement shall remain in full force and effect throughout the life of this agreement.

### ARTICLE 32 - NEGOTIATION OF NEW AGREEMENT

The Public Employer and CSEA agree that negotiations for a new Agreement shall commence not later than on or about **August 1, 2005**.

### ARTICLE 33 - BRIEF MANAGEMENT PERSONNEL

The County hereby agrees to brief all management and supervisory personnel on the contents of this Agreement as soon as possible after the execution of said Agreement by the parties hereto.

### ARTICLE 34 - LABOR-MANAGEMENT COMMITTEE

1. **There shall be a Countywide Labor-Management Committee whose purpose shall be to discuss and seek solutions to workplace issues and inequities, both immediate and future. The Committee shall normally consist of two (2) representatives of the County and of the Union. Representatives from individual Departments, both Union and Management, may be required to be present at these meetings when specific departmental issues have been brought to this forum. This Committee shall meet on a monthly basis.**
2. In departments where either Union or Management deem it necessary, a labor-management committee will be established. The purpose of the committee will be to discuss and seek solutions to problems, both immediate and future. The Committee shall consist of at least two (2) representatives of each the Department and the Union. The Committee shall meet a minimum of every other month.

### ARTICLE 35 - EFFECTIVE DATES

This Agreement shall be effective as of January 1, 2003, and continue in full force and effect until the 31st day of December, 2005.

## ARTICLE 36 - PERSONNEL FILE

An employee covered under this Agreement shall be entitled to review his individual personnel file located in the Department of Personnel subject to the following conditions:

1. The employee shall notify the Department Head with a carbon copy to the Department of Personnel at least 15 days in advance that he or she desires to review their personnel file. The Department Head will make arrangements with the Department of Personnel for such review. Such review will be conducted in the Department of Personnel. The material in the employee's personnel file will not be allowed to be taken out of the Department. If copies of the material are desired, said request will be made at the time of review, an employee may enter into the personnel file any statements relating to material covered in the file.
2. Any subsequent requests for review of the personnel file during the calendar year will follow the same procedure. The Department of Personnel will make arrangements for the employee to review the file in an after-work hours situation.

## ARTICLE 37 - BENEFITS GUARANTEED

If at any time during the term of this Agreement the County should decide to interpret an existing clause of said agreement in a manner or fashion not consistent with past practice, the Union shall be notified in writing at least thirty (30) days prior to said change.

## ARTICLE 38 - COUNTY PRINTING FACILITIES

The Employer agrees to make its printing and reproducing facilities available to CSEA provided it does not interfere with the normal operation of the employer's business and further that CSEA is willing to pay the necessary cost of such services upon receipt of a bill by the President of CSEA.

## ARTICLE 39 - EMPLOYEE LISTING

The Employer agrees to forward to the President of CSEA three copies of a data processing runoff of all the employees covered by the terms of this Agreement. Such list shall be prepared and forwarded on or about March 1st and September 1st of each year. The list shall show employees in alphabetical order, divided into their various department, with a notation indicating members of CSEA and non-members.

On the effective date of this agreement, the employer shall supply to the CSEA Unit #6150 a list of all employees in the bargaining unit showing the employees full name, home address, social security number, job title department location, membership or agency fee status, insurance deduction and first date of employment. Such information shall hereafter be provided to the CSEA Unit #6150 on a quarterly basis.

## ARTICLE 40 -

### LEAVE FOR SUBPOENAED APPEARANCES AND JURY ATTENDANCE

Upon proof of the necessity of jury service or the appearance as a witness pursuant to a subpoena or other order of a court or body, an employee shall be granted a leave of absence with pay with no charge against leave credits; provided however that this section shall not apply to any absence by any employee occasioned by such appearance if he/she is a party in the proceedings.

## ARTICLE 41 - MANDATORY PHYSICAL EXAMINATION

Where a physical examination is required of an employee by the County, other than the initial employment physical, the employee shall have the right to have a doctor of his/her choice perform the same and the County shall be liable for the cost up to a maximum charge of \$18.50.

The County, however, reserves to itself the right to required examinations by doctors of the County's choice for purposes associated with determinations as to mental and physical capacity to perform employment duties, disciplinary actions, workers' compensation cases or for similar purposes.

## ARTICLE 42 - UNIFORMS

1. The uniform policies in effect in the Security Division, Aviation, and the Arena, in force as of January 1, 1989 shall continue unless negotiated by the parties at some future date.
2. At the Willow Point Nursing Home, Emergency Services, Parks & Recreation, and Central Foods where either a uniform allowance or uniforms are provided the following shall be effective:
  - a. All full-time employees deemed to need a uniform by management shall be paid a uniform allowance of one hundred eighty (\$180) dollars per year.
  - b. All part-time (1500) employees deemed to need a uniform by management shall be paid uniform allowance of ninety (\$90) dollars per year.
  - c. Rules, regulations, types and method of uniform practice shall be promulgated by these departments, and promulgation shall be enforceable under Article 8 of the Labor Agreement or Article 75 of the Civil Service Law.
  - d. The allowance shall be paid yearly in January.

Employees who are paid an allowance and who do not complete the necessary months of service shall have such pro-rated amount deducted from their final pay.

## ARTICLE 43 - REHIRE - REINSTATEMENT

1. Employees who leave County employ for any reason except disciplinary discharge and who return to such employ within one (1) calendar year to the same job title shall have their benefits and salary reinstated. This clause shall have no effect on retirement or civil service status. For those reinstated under this Article who were paid off for their accumulated vacation, shall not receive such vacation again but will be slotted into the vacation schedule in accordance with their entire seniority minus the time they were not in County employ.
2. All other employees shall be rehired as they were new to County employ, and such rehire status shall have no effect on retirement or civil service status.

## ARTICLE 44 - NO SMOKING

In the event that the issue of smoking in the work place arises at a work site the matter will be referred to the labor management committee. The parties agree to make every attempt to consider the rights and wishes of both smokers and non-smokers.

## ARTICLE 45 - VOLUNTARY EMERGENCY SERVICE PERSONNEL

Volunteer firefighters, auxiliary police and volunteer ambulance personnel called to an emergency in Broome County prior to regularly scheduled work hours and ordered by the Commander of the unit to remain at their post during the regular work schedule shall be granted paid leave for those hours upon submission of a letter signed by said Commander to the supervisor of the employee.

## ARTICLE 46 - AGENCY SHOP

All employees who are union members on the date of tentative agreement of this Agreement must maintain membership in the CSEA or have a deduction made from his/her wage or salary in an amount equivalent to the dues levied by the Union, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York.

The County shall deduct from the wage or salary of those bargaining unit employees hired on or after January 1, 1989 and who are not members of the Broome County Unit of CSEA an amount equivalent to the dues levied by the Union, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York.

The County shall transmit the sum(s) so deducted to the Civil Service Employees Association, Inc., Capitol Station, Box 7125, Albany, NY 12224.

The Broome County Unit of Broome County CSEA Local 804 affirms that it has adopted and will adhere to a procedure for annually refunding to any non-member employee who may request such, the pro-rata amount of said employee's annual dues which is expended for political or other purposes or causes which are either not related or only incidentally related to collective bargaining or administration of this agreement. This provision for Agency Shop Fee deduction shall continue in effect only so long as the Association maintains such procedure as provided by law.

The County agrees to institute an Agency Shop for all bargaining unit employees at such time as 75% of the employees in the bargaining unit join the association.

## ARTICLE 47 - TUITION REIMBURSEMENT

A fund of \$15,000.00 will be established for the purpose of reimbursing employees for tuition for job related coursework. Reimbursement shall be per existing policy.

## ARTICLE 48 - EMPLOYEE PROTECTION

1. In the event that any County function normally performed by members of the bargaining unit is transferred to a Public Benefit Corporation created by or at the request of the County, the County agrees that those affected employees shall continue to be represented by CSEA and shall continue to be covered by all of the provisions of this agreement until such time as a successor agreement may be negotiated with the Public Benefit Corporation.
2. No position normally filled by bargaining unit employees shall be filled by non-bargaining unit employees.

SIGNATURE PAGE

WITNESS WHEREOF, the parties hereto have set forth their signature on the dates noted hereafter.

Thomas H Behm COUNTY OF BROOME By J P Kraham  
WITNESS JEFFREY P. KRAHAM  
Broome County Executive

DATED: 4, 8, 03

DATED: 4, 8, 03

BROOME COUNTY CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

UNIT 6150

Misia Ferullo  
Misia Ferullo, President

DATED: 4, 8, 03

Doreen Reighs  
WITNESS  
DATED: 4, 8, 03

WITNESS  
DATED:  / /

WITNESS  
DATED:  / /

WITNESS  
DATED:  / /

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

JoAnn Mastronardi  
JoAnn Mastronardi  
Labor Relations Specialist

Charles S. Gregory  
Charles S. Gregory  
Labor Relations Specialist

DATED: 4, 8, 03

DATED: 04, 08, 03

EXHIBIT "A"  
EXCLUDED PERSONNEL

TITLE

Administrative Assistant to the District Attorney  
All employees in the Personnel Department  
All employees in the County Legislature  
All employees in the Law Department  
All employees in the Risk and Insurance Department  
All elected officials  
All attorneys  
All members of the court systems  
All employees of the Office of the County Executive  
All employees of the Broome County Library  
Accounting Supervisor Gr. A  
Administrative Mgr of Security Services  
Aging Services Program Coordinator  
Airport Maintenance Supervisor  
Airport Operations Supervisor  
Airport Parking Manager  
Applications Program Specialist  
Arena Maintenance Supt  
Arena Manager  
Associate Dir. of Clinical Care  
Assoc. Employment and Training Coordinator  
Asst Box Office Manager  
Asst Box Office Supervisor  
Assistant Director Real Property Tax Services  
Asst Director of Information Technology  
Asst Director of Security  
Asst Library Director II  
Asst Motor Vehicle Bureau Supervisor  
Auditor III  
Box Office Manager  
CASA Director  
Case Supervisor Grade A  
Chief Civil Deputy  
Chief Investigator (District Attorney)  
Chief Investigator (Public Defender)  
Chief Planner  
Child Psychiatrist  
Children With Special Needs Program Supervisor  
Civil Deputy  
Claims Manager  
Clinical Care Coordinator  
Clinical Nurse Specialist  
Commissioner of Aviation  
Commissioner of Community Mental Health Services  
Commissioner of Elections  
Commissioner of Finance  
Commissioner of Parks & Rec  
Commissioner of Planning and Economic Development  
Commissioner of Public Trans  
Commissioner of Public Works  
Commissioner of Social Services

Communications Supervisor  
Compliance Coordinator  
Comptroller  
Computer Operations Supervisor  
Computer Programmer Analyst  
Computer User Services Coordinator  
Contracts Specialist  
Coordinator of Child Support Enforcement  
Coordinator of Volunteer Services  
Coroner  
County Historian  
County Receiver of Taxes  
Criminal Law Associate  
Data Base Analyst  
Data Base Analyst Trainee  
Deputy Commissioner of Aviation  
Deputy Commissioner of Community Mental Health Services  
Deputy Commissioner of Elections  
Deputy Commissioner of Finance  
Deputy Commissioner of Parks and Recreation  
Deputy Commissioner of Social Services  
Deputy Commissioner of Social Services for Admin Services  
Deputy Commissioner – Solid Waste  
Deputy Commissioner PW Buildings & Grounds  
Deputy Commissioner Public Works Engineering  
Deputy County Historian  
Deputy Director of Budget and Research  
Deputy Director of Workforce & Economic Development  
Deputy Director OFA  
Deputy Employment and Training Director  
Deputy Nursing Home Administrator for Administrative Services  
Deputy Nursing Home Administrator for Fiscal Services  
Deputy Nursing Home Administrator for Health Services  
Deputy Probation Director III  
Deputy Director of Public Health  
Dietitian  
Director of Budget and Research  
Director of Central Food Nutrition Services  
Director of Clinical Services  
Director of Economic Development  
Director of Emergency Services/Fire Coordinator  
Director of Environmental Health Services  
Director of Health Education and Emergency Preparedness  
Director of Highways  
Director of Home Health Services  
Director of Information Services  
Director of Medical Services  
Director of Maternal Child Health & Development  
Director of Nature Interpretation  
Director of Office for Aging  
Director of Public Health  
Director of Public Works Administration  
Director of Purchasing  
Director of Real Prop Tax Services III  
Director of Recreation  
Director of Rehabilitation Services

Director of Security  
Director of Solid Waste Administration  
Director of Therapeutic Recreation Services  
Director of Transit Administration  
Director of Transit Maintenance  
Director of Transit Operations  
Director of Weights & Measures  
Dog Shelter Manager  
Emergency Med Services Coordinator  
Employment Coordinator  
Employment & Training Director I  
Engineer III  
Executive Deputy County Clerk  
Executive Director Youth Bureau  
Facility Manager  
First Assistant Correction Facility Admin (DS/CO)  
First Deputy County Clerk  
Fiscal Manager  
Fiscal Services Administrator  
Food Service Director  
Food Service Manager  
GIS Administrator  
Groundwater Mgmt Specialist  
Head Social Services Examiner  
Health Information Administrator  
Housekeeping Supervisor  
Human Service Program Coordinator III  
Investigator (District Attorney)  
Investigator (Public Defender)  
Library Director III  
Maintenance Supervisor  
Management Associate  
Manager of Performing Arts Theater  
Medical Director  
Medical Director – Employee Health Services  
Medical Director STD/HIV Clinic  
Medical Director TB  
Mental Health Program Coordinator  
Mental Health Services Director  
Network Specialist  
Nursing Home Administrator  
Nursing Homes Compliance Officer  
Nutrition Services Coordinator  
Office Manager  
Paralegal  
Personnel Coordinator  
Probation Director III  
Probation Supervisor  
Public Health Engineer  
Public Health Engineer Trainee  
Public Health Program Coordinator  
Public Transportation Analyst  
Quality Improvement Nurse  
Records Management Officer  
Recreation Facility Manager  
Rehabilitation Coordinator

Research Assistant  
Second Asst. Correction Facility Admin (DS/C))  
Second Deputy County Clerk  
Secretary to County Clerk  
Secretary to County Attorney  
Secretary to Director of Budget and Research  
Secretary to Sheriff  
Secretary to the Comptroller  
Security Officer III  
Security Supervisor  
Sr Accountant  
Sr Buyer  
Sr Emergency Services Dispatcher  
Sr Employment Coordinator  
Sr Financial Analyst  
Sr Food Service Manager – Central Foods  
Sr Public Health Engineer  
Sr Public Health Sanitarian  
Staff Development Director  
Staff Psychiatrist  
Staff Psychologist  
Stop DWI Coordinator  
Supervising Fraud Investigator  
Supervising Nurse  
Supervising Public Health Educator  
Supervising Public Health Nurse  
Supervising Support Investigator  
Support Collection Supervisor  
Systems Analyst  
Systems Programmer I  
Systems Programmer II  
Systems Programmer Trainee  
Telecommunications Manager  
Third Deputy County Clerk  
Transit Supervisor  
Treasury Associate  
Treasury Manager  
Under Sheriff  
Veteran's Director  
Welfare Management Systems Coordinator  
WIC Nutrition Services Coordinator

EXHIBIT B

PANEL OF HEARING OFFICERS

(Article 8)

1. N. Theodore Sommer
2. David Gouldin
3. Jon Blechman
4. Marsha Orr
5. Richard McVinney
6. Mona Miller

## APPENDIX A

## 2003 CSEA SALARY SCHEDULE HOURLY

GRADE	MIN	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	7.5207	7.7468	7.9781	8.2183	8.4639	8.7191
2	7.6849	8.1213	8.3657	8.6165	8.8749	9.1407
3	8.2678	8.5159	8.7707	9.0338	9.3058	9.5840
4	8.6728	8.9328	9.2005	9.4773	9.7618	10.0547
5	9.1005	9.3735	9.6554	9.9442	10.2427	10.5508
6	9.5496	9.8364	10.1318	10.4345	10.7483	11.0707
7	10.0254	10.3266	10.6362	10.9551	11.2838	11.6226
8	10.5272	10.8435	11.1682	11.5037	11.8487	12.2041
9	11.0567	11.3885	11.7299	12.0816	12.4448	12.8178
10	11.6153	11.9623	12.3223	12.6918	13.0722	13.4651
11	12.2025	12.5688	12.9455	13.3331	13.7334	14.1455
12	12.8235	13.2082	13.6043	14.0127	14.4331	14.8667
13	13.4802	13.8845	14.3013	14.7307	15.1720	15.6269
14	14.1711	14.5963	15.0340	15.4852	15.9495	16.4289
15	14.8997	15.3456	15.8067	16.2809	16.7692	17.2720
16	15.6681	16.1381	16.6227	17.1209	17.6342	18.1641
17	16.4811	16.9756	17.4851	18.0092	18.5501	19.1062
18	17.3377	17.8578	18.3934	18.9458	19.5137	20.0993
19	18.2391	18.7868	19.3506	19.9305	20.5286	21.1446
20	19.1931	19.7695	20.3620	20.9727	21.6016	22.2503
21	20.1983	20.8043	21.4291	22.0721	22.7345	23.4164
22	21.2609	21.8981	22.5552	23.2310	23.9287	24.6456
23	22.3780	23.0497	23.7416	24.4535	25.1871	25.9432
24	23.5604	24.2674	24.9953	25.7447	26.5175	27.3131
25	24.8067	25.5513	26.3189	27.1083	27.9212	28.7586
26	26.1214	26.9056	27.7133	28.5444	29.4010	30.2827
27	27.5064	28.3318	29.1817	30.0565	30.9574	31.8860
28	28.9685	29.8382	30.7334	31.6547	32.6050	33.5842
29	30.5115	31.4274	32.3700	33.3414	34.3414	35.3715
11A	12.8936	13.2595	13.6357	14.0236	14.4227	14.8340
14A	14.8676	15.2928	15.7303	16.1808	16.6444	17.1226

**2003 CSEA 37.5 HOUR SALARY SCHEDULE BIWEEKLY**

<b>GRADE</b>	<b>MIN</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
1	564.05	581.01	598.36	616.37	634.79	653.93
2	591.37	609.10	627.43	646.24	665.62	685.55
3	620.09	638.69	657.80	677.54	697.94	718.80
4	650.46	669.96	690.04	710.80	732.14	754.10
5	682.54	703.01	724.16	745.82	768.20	791.31
6	716.22	737.73	759.89	782.59	806.12	830.30
7	751.91	774.50	797.72	821.63	846.29	871.70
8	789.54	813.26	837.62	862.78	888.65	915.31
9	829.25	854.14	879.74	906.12	933.36	961.34
10	871.15	897.17	924.17	951.89	980.42	1,009.88
11	915.19	942.66	970.91	999.98	1,030.01	1,060.91
12	961.76	990.62	1,020.32	1,050.95	1,082.48	1,115.00
13	1,011.02	1,041.34	1,072.60	1,104.80	1,137.90	1,172.02
14	1,062.83	1,094.72	1,127.55	1,161.39	1,196.21	1,232.17
15	1,117.48	1,150.92	1,185.50	1,221.07	1,257.69	1,295.40
16	1,175.11	1,210.36	1,246.70	1,284.07	1,322.57	1,362.31
17	1,236.08	1,273.17	1,311.38	1,350.69	1,391.26	1,432.97
18	1,300.33	1,339.34	1,379.51	1,420.94	1,463.53	1,507.45
19	1,367.93	1,409.01	1,451.30	1,494.79	1,539.65	1,585.85
20	1,439.48	1,482.71	1,527.15	1,572.95	1,620.12	1,668.77
21	1,514.87	1,560.32	1,607.18	1,655.41	1,705.09	1,756.23
22	1,594.57	1,642.36	1,691.64	1,742.33	1,794.65	1,848.42
23	1,678.35	1,728.73	1,780.62	1,834.01	1,889.03	1,945.74
24	1,767.03	1,820.06	1,874.65	1,930.85	1,988.81	2,048.48
25	1,860.50	1,916.35	1,973.92	2,033.12	2,094.09	2,156.90
26	1,959.11	2,017.92	2,078.50	2,140.83	2,205.08	2,271.20
27	2,062.98	2,124.89	2,188.63	2,254.24	2,321.81	2,391.45
28	2,172.64	2,237.87	2,305.01	2,374.10	2,445.38	2,518.82
29	2,288.36	2,357.06	2,427.75	2,500.61	2,575.61	2,652.86

**2003 CSEA 40 HOUR SALARY SCHEDULE BIWEEKLY**

<b>GRADE</b>	<b>MIN</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
1	601.66	619.74	638.25	657.46	677.11	697.53
2	630.79	649.70	669.26	689.32	709.99	731.26
3	661.42	681.27	701.66	722.70	744.46	766.72
4	693.82	714.62	736.04	758.18	780.94	804.38
5	728.04	749.88	772.43	795.54	819.42	844.06
6	763.97	786.91	810.54	834.76	859.86	885.66
7	802.03	826.13	850.90	876.41	902.70	929.81
8	842.18	867.48	893.46	920.30	947.90	976.33
9	884.54	911.08	938.39	966.53	995.58	1,025.42
10	929.22	956.98	985.78	1,015.34	1,045.78	1,077.21
11	976.20	1,005.50	1,035.64	1,066.65	1,098.67	1,131.64
12	1,025.88	1,056.66	1,088.34	1,121.02	1,154.65	1,189.34
13	1,078.42	1,110.76	1,144.10	1,178.46	1,213.76	1,250.15
14	1,133.69	1,167.70	1,202.72	1,238.82	1,275.96	1,314.31
15	1,191.98	1,227.65	1,264.54	1,302.47	1,341.54	1,381.76
16	1,253.45	1,291.05	1,329.82	1,369.67	1,410.74	1,453.13
17	1,318.49	1,358.05	1,398.81	1,440.74	1,484.01	1,528.50
18	1,387.02	1,428.62	1,471.47	1,515.66	1,561.10	1,607.94
19	1,459.13	1,502.94	1,548.05	1,594.44	1,642.29	1,691.57
20	1,535.45	1,581.56	1,628.96	1,677.82	1,728.13	1,780.02
21	1,615.86	1,664.34	1,714.33	1,765.77	1,818.76	1,873.31
22	1,700.87	1,751.85	1,804.42	1,858.48	1,914.30	1,971.65
23	1,790.24	1,843.98	1,899.33	1,956.28	2,014.97	2,075.46
24	1,884.83	1,941.39	1,999.62	2,059.58	2,121.40	2,185.05
25	1,984.54	2,044.10	2,105.51	2,168.66	2,233.70	2,300.69
26	2,089.71	2,152.45	2,217.06	2,283.55	2,352.08	2,422.62
27	2,200.51	2,266.54	2,334.54	2,404.52	2,476.59	2,550.88
28	2,317.48	2,387.06	2,458.67	2,532.38	2,608.40	2,686.74
29	2,440.92	2,514.19	2,589.60	2,667.31	2,747.31	2,829.72
11A	1,031.49	1,060.76	1,090.86	1,121.89	1,153.82	1,186.72
14A	1,189.41	1,223.42	1,258.42	1,294.46	1,331.55	1,369.81

**2003 CSEA 37.5 HOUR SALARY SCHEDULE ANNUAL**

<b>GRADE</b>	<b>MIN</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
1	14,722	15,164	15,617	16,087	16,568	17,068
2	15,435	15,898	16,376	16,867	17,373	17,893
3	16,184	16,670	17,169	17,684	18,216	18,761
4	16,977	17,486	18,010	18,552	19,109	19,682
5	17,814	18,349	18,901	19,466	20,050	20,653
6	18,693	19,255	19,833	20,426	21,040	21,671
7	19,625	20,214	20,820	21,445	22,088	22,751
8	20,607	21,226	21,862	22,519	23,194	23,890
9	21,643	22,293	22,961	23,650	24,361	25,091
10	22,737	23,416	24,121	24,844	25,589	26,358
11	23,886	24,603	25,341	26,099	26,883	27,690
12	25,102	25,855	26,630	27,430	28,253	29,102
13	26,388	27,179	27,995	28,835	29,699	30,590
14	27,740	28,572	29,429	30,312	31,221	32,160
15	29,166	30,039	30,942	31,870	32,826	33,810
16	30,670	31,590	32,539	33,514	34,519	35,556
17	32,262	33,230	34,227	35,253	36,312	37,401
18	33,939	34,957	36,005	37,087	38,198	39,344
19	35,703	36,775	37,879	39,014	40,185	41,391
20	37,570	38,699	39,859	41,054	42,285	43,555
21	39,538	40,724	41,947	43,206	44,503	45,838
22	41,618	42,866	44,152	45,475	46,840	48,244
23	43,805	45,120	46,474	47,868	49,304	50,784
24	46,119	47,504	48,928	50,395	51,908	53,465
25	48,559	50,017	51,519	53,064	54,656	56,295
26	51,133	52,668	54,249	55,876	57,553	59,278
27	53,844	55,460	57,123	58,836	60,599	62,417
28	56,706	58,408	60,161	61,964	63,824	65,741
29	59,726	61,519	63,364	65,266	67,223	69,240

**2003 CSEA 40 HOUR SALARY SCHEDULE ANNUAL**

<b>GRADE</b>	<b>MIN</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
1	15,703	16,175	16,658	17,160	17,673	18,206
2	16,464	16,957	17,468	17,991	18,531	19,086
3	17,263	17,781	18,313	18,862	19,430	20,011
4	18,109	18,652	19,211	19,788	20,383	20,994
5	19,002	19,572	20,160	20,764	21,387	22,030
6	19,940	20,538	21,155	21,787	22,442	23,116
7	20,933	21,562	22,208	22,874	23,560	24,268
8	21,981	22,641	23,319	24,020	24,740	25,482
9	23,086	23,779	24,492	25,226	25,985	26,763
10	24,253	24,977	25,729	26,500	27,295	28,115
11	25,479	26,244	27,030	27,840	28,675	29,536
12	26,775	27,579	28,406	29,259	30,136	31,042
13	28,147	28,991	29,861	30,758	31,679	32,629
14	29,589	30,477	31,391	32,333	33,303	34,303
15	31,111	32,042	33,004	33,994	35,014	36,064
16	32,715	33,696	34,708	35,748	36,820	37,927
17	34,413	35,445	36,509	37,603	38,733	39,894
18	36,201	37,287	38,405	39,559	40,745	41,967
19	38,083	39,227	40,404	41,615	42,864	44,150
20	40,075	41,279	42,516	43,791	45,104	46,459
21	42,174	43,439	44,744	46,087	47,470	48,893
22	44,393	45,723	47,095	48,506	49,963	51,460
23	46,725	48,128	49,573	51,059	52,591	54,170
24	49,194	50,670	52,190	53,755	55,369	57,030
25	51,796	53,351	54,954	56,602	58,300	60,048
26	54,541	56,179	57,865	59,601	61,389	63,230
27	57,433	59,157	60,931	62,758	64,639	66,578
28	60,486	62,302	64,171	66,095	68,079	70,124
29	63,708	65,620	67,589	69,617	71,705	73,856
11A	26,922	27,686	28,471	29,281	30,115	30,973
14A	31,044	31,931	32,845	33,785	34,753	35,752

## APPENDIX B

## 2004 CSEA SALARY SCHEDULE HOURLY

GRADE	MIN	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	7.7463	7.9792	8.2174	8.4648	8.7178	8.9807
2	8.1214	8.3649	8.6167	8.8750	9.1411	9.4149
3	8.5158	8.7714	9.0338	9.3048	9.5850	9.8715
4	8.9330	9.2008	9.4765	9.7616	10.0547	10.3563
5	9.3735	9.6547	9.9451	10.2425	10.5500	10.8673
6	9.8361	10.1315	10.4358	10.7475	11.0707	11.4028
7	10.3262	10.6364	10.9553	11.2838	11.6223	11.9713
8	10.8430	11.1688	11.5032	11.8488	12.2042	12.5702
9	11.3884	11.7302	12.0818	12.4440	12.8181	13.2023
10	11.9638	12.3212	12.6920	13.0726	13.4644	13.8691
11	12.5686	12.9459	13.3339	13.7331	14.1454	14.5699
12	13.2082	13.6044	14.0124	14.4331	14.8661	15.3127
13	13.8846	14.3010	14.7303	15.1726	15.6272	16.0957
14	14.5962	15.0342	15.4850	15.9498	16.4280	16.9218
15	15.3467	15.8060	16.2809	16.7693	17.2723	17.7902
16	16.1381	16.6222	17.1214	17.6345	18.1632	18.7090
17	16.9755	17.4849	18.0097	18.5495	19.1066	19.6794
18	17.8578	18.3935	18.9452	19.5142	20.0991	20.7023
19	18.7863	19.3504	19.9311	20.5284	21.1445	21.7789
20	19.7689	20.3626	20.9729	21.6019	22.2496	22.9178
21	20.8042	21.4284	22.0720	22.7343	23.4165	24.1189
22	21.8987	22.5550	23.2319	23.9279	24.6466	25.3850
23	23.0493	23.7412	24.4538	25.1871	25.9427	26.7215
24	24.2672	24.9954	25.7452	26.5170	27.3130	28.1325
25	25.5509	26.3178	27.1085	27.9215	28.7588	29.6214
26	26.9050	27.7128	28.5447	29.4007	30.2830	31.1912
27	28.3316	29.1818	30.0572	30.9582	31.8861	32.8426
28	29.8376	30.7333	31.6554	32.6043	33.5832	34.5917
29	31.4268	32.3702	33.3411	34.3416	35.3716	36.4326
11A	13.2804	13.6573	14.0448	14.4443	14.8554	15.2790
14A	15.3136	15.7516	16.2022	16.6662	17.1437	17.6363

**2004 CSEA SALARY SCHEDULE 37.5 BIWEEKLY**

<b>GRADE</b>	<b>MIN</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
1	580.97	598.44	616.31	634.86	653.84	673.55
2	609.11	627.37	646.25	665.63	685.58	706.12
3	638.69	657.86	677.54	697.86	718.88	740.36
4	669.98	690.06	710.74	732.12	754.10	776.72
5	703.01	724.10	745.88	768.19	791.25	815.05
6	737.71	759.86	782.69	806.06	830.30	855.21
7	774.47	797.73	821.65	846.29	871.67	897.85
8	813.23	837.66	862.74	888.66	915.32	942.77
9	854.13	879.77	906.14	933.30	961.36	990.17
10	897.29	924.09	951.90	980.45	1,009.83	1,040.18
11	942.65	970.94	1,000.04	1,029.98	1,060.91	1,092.74
12	990.62	1,020.33	1,050.93	1,082.48	1,114.96	1,148.45
13	1,041.35	1,072.58	1,104.77	1,137.95	1,172.04	1,207.18
14	1,094.72	1,127.57	1,161.38	1,196.24	1,232.10	1,269.14
15	1,151.00	1,185.45	1,221.07	1,257.70	1,295.42	1,334.27
16	1,210.36	1,246.67	1,284.11	1,322.59	1,362.24	1,403.18
17	1,273.16	1,311.37	1,350.73	1,391.21	1,433.00	1,475.96
18	1,339.34	1,379.51	1,420.89	1,463.57	1,507.43	1,552.67
19	1,408.97	1,451.28	1,494.83	1,539.63	1,585.84	1,633.42
20	1,482.67	1,527.20	1,572.97	1,620.14	1,668.72	1,718.84
21	1,560.32	1,607.13	1,655.40	1,705.07	1,756.24	1,808.92
22	1,642.40	1,691.63	1,742.39	1,794.59	1,848.50	1,903.88
23	1,728.70	1,780.59	1,834.04	1,889.03	1,945.70	2,004.11
24	1,820.04	1,874.66	1,930.89	1,988.78	2,048.48	2,109.94
25	1,916.32	1,973.84	2,033.14	2,094.11	2,156.91	2,221.61
26	2,017.88	2,078.46	2,140.85	2,205.05	2,271.23	2,339.34
27	2,124.87	2,188.64	2,254.29	2,321.87	2,391.46	2,463.20
28	2,237.82	2,305.00	2,374.16	2,445.32	2,518.74	2,594.38
29	2,357.01	2,427.77	2,500.58	2,575.62	2,652.87	2,732.45

**2004 CSEA SALARY SCHEDULE 40 BIWEEKLY**

<b>GRADE</b>	<b>MIN</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
<b>1</b>	619.70	638.34	657.39	677.18	697.42	718.46
<b>2</b>	649.71	669.19	689.34	710.00	731.29	753.19
<b>3</b>	681.26	701.71	722.70	744.38	766.80	789.72
<b>4</b>	714.64	736.06	758.12	780.93	804.38	828.50
<b>5</b>	749.88	772.38	795.61	819.40	844.00	869.38
<b>6</b>	786.89	810.52	834.86	859.80	885.66	912.22
<b>7</b>	826.10	850.91	876.42	902.70	929.78	957.70
<b>8</b>	867.44	893.50	920.26	947.90	976.34	1,005.62
<b>9</b>	911.07	938.42	966.54	995.52	1,025.45	1,056.18
<b>10</b>	957.10	985.70	1,015.36	1,045.81	1,077.15	1,109.53
<b>11</b>	1,005.49	1,035.67	1,066.71	1,098.65	1,131.63	1,165.59
<b>12</b>	1,056.66	1,088.35	1,120.99	1,154.65	1,189.29	1,225.02
<b>13</b>	1,110.77	1,144.08	1,178.42	1,213.81	1,250.18	1,287.66
<b>14</b>	1,167.70	1,202.74	1,238.80	1,275.98	1,314.24	1,353.74
<b>15</b>	1,227.74	1,264.48	1,302.47	1,341.54	1,381.78	1,423.22
<b>16</b>	1,291.05	1,329.78	1,369.71	1,410.76	1,453.06	1,496.72
<b>17</b>	1,358.04	1,398.79	1,440.78	1,483.96	1,528.53	1,574.35
<b>18</b>	1,428.62	1,471.48	1,515.62	1,561.14	1,607.93	1,656.18
<b>19</b>	1,502.90	1,548.03	1,594.49	1,642.27	1,691.56	1,742.31
<b>20</b>	1,581.51	1,629.01	1,677.83	1,728.15	1,779.97	1,833.42
<b>21</b>	1,664.34	1,714.27	1,765.76	1,818.74	1,873.32	1,929.51
<b>22</b>	1,751.90	1,804.40	1,858.55	1,914.23	1,971.73	2,030.80
<b>23</b>	1,843.94	1,899.30	1,956.30	2,014.97	2,075.42	2,137.72
<b>24</b>	1,941.38	1,999.63	2,059.62	2,121.36	2,185.04	2,250.60
<b>25</b>	2,044.07	2,105.42	2,168.68	2,233.72	2,300.70	2,369.71
<b>26</b>	2,152.40	2,217.02	2,283.58	2,352.06	2,422.64	2,495.30
<b>27</b>	2,266.53	2,334.54	2,404.58	2,476.66	2,550.89	2,627.41
<b>28</b>	2,387.01	2,458.66	2,532.43	2,608.34	2,686.66	2,767.34
<b>29</b>	2,514.14	2,589.62	2,667.29	2,747.33	2,829.73	2,914.61
<b>11A</b>	1,062.43	1,092.58	1,123.58	1,155.54	1,188.43	1,222.32
<b>14A</b>	1,225.09	1,260.13	1,296.18	1,333.30	1,371.50	1,410.90

**2004 CSEA SALARY SCHEDULE 37.5 ANNUAL.**

<b>GRADE</b>	<b>MIN</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
1	15,221	15,679	16,147	16,633	17,131	17,647
2	15,959	16,437	16,932	17,440	17,962	18,500
3	16,734	17,236	17,752	18,284	18,835	19,397
4	17,553	18,080	18,621	19,182	19,757	20,350
5	18,419	18,971	19,542	20,127	20,731	21,354
6	19,328	19,908	20,506	21,119	21,754	22,407
7	20,291	20,901	21,527	22,173	22,838	23,524
8	21,307	21,947	22,604	23,283	23,981	24,701
9	22,378	23,050	23,741	24,452	25,188	25,942
10	23,509	24,211	24,940	25,688	26,458	27,253
11	24,697	25,439	26,201	26,985	27,796	28,630
12	25,954	26,733	27,534	28,361	29,212	30,089
13	27,283	28,102	28,945	29,814	30,707	31,628
14	28,682	29,542	30,428	31,341	32,281	33,251
15	30,156	31,059	31,992	32,952	33,940	34,958
16	31,711	32,663	33,644	34,652	35,691	36,763
17	33,357	34,358	35,389	36,450	37,545	38,670
18	35,091	36,143	37,227	38,346	39,495	40,680
19	36,915	38,024	39,165	40,338	41,549	42,796
20	38,846	40,013	41,212	42,448	43,720	45,034
21	40,880	42,107	43,371	44,673	46,013	47,394
22	43,031	44,321	45,651	47,018	48,431	49,882
23	45,292	46,651	48,052	49,493	50,977	52,508
24	47,685	49,116	50,589	52,106	53,670	55,280
25	50,208	51,715	53,268	54,866	56,511	58,206
26	52,868	54,456	56,090	57,772	59,506	61,291
27	55,672	57,342	59,062	60,833	62,656	64,536
28	58,631	60,391	62,203	64,067	65,991	67,973
29	61,754	63,608	65,515	67,481	69,505	71,590

**2004 CSEA SALARY SCHEDULE 40 ANNUAL**

<b>GRADE</b>	<b>MIN</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
<b>1</b>	16,236	16,725	17,224	17,742	18,272	18,824
<b>2</b>	17,022	17,533	18,061	18,602	19,160	19,734
<b>3</b>	17,849	18,385	18,935	19,503	20,090	20,691
<b>4</b>	18,724	19,285	19,863	20,460	21,075	21,707
<b>5</b>	19,647	20,236	20,845	21,468	22,113	22,778
<b>6</b>	20,617	21,236	21,873	22,527	23,204	23,900
<b>7</b>	21,644	22,294	22,962	23,651	24,360	25,092
<b>8</b>	22,727	23,410	24,111	24,835	25,580	26,347
<b>9</b>	23,870	24,587	25,323	26,083	26,867	27,672
<b>10</b>	25,076	25,825	26,602	27,400	28,221	29,070
<b>11</b>	26,344	27,135	27,948	28,785	29,649	30,538
<b>12</b>	27,684	28,515	29,370	30,252	31,159	32,096
<b>13</b>	29,102	29,975	30,875	31,802	32,755	33,737
<b>14</b>	30,594	31,512	32,457	33,431	34,433	35,468
<b>15</b>	32,167	33,129	34,125	35,148	36,203	37,288
<b>16</b>	33,826	34,840	35,886	36,962	38,070	39,214
<b>17</b>	35,581	36,648	37,748	38,880	40,047	41,248
<b>18</b>	37,430	38,553	39,709	40,902	42,128	43,392
<b>19</b>	39,376	40,558	41,776	43,027	44,319	45,649
<b>20</b>	41,436	42,680	43,959	45,278	46,635	48,036
<b>21</b>	43,606	44,914	46,263	47,651	49,081	50,553
<b>22</b>	45,900	47,275	48,694	50,153	51,659	53,207
<b>23</b>	48,311	49,762	51,255	52,792	54,376	56,008
<b>24</b>	50,864	52,390	53,962	55,580	57,248	58,966
<b>25</b>	53,555	55,162	56,819	58,523	60,278	62,086
<b>26</b>	56,393	58,086	59,830	61,624	63,473	65,377
<b>27</b>	59,383	61,165	63,000	64,888	66,833	68,838
<b>28</b>	62,540	64,417	66,350	68,339	70,390	72,504
<b>29</b>	65,870	67,848	69,883	71,980	74,139	76,363
<b>11A</b>	27,836	28,626	29,438	30,275	31,137	32,025
<b>14A</b>	32,097	33,015	33,960	34,932	35,933	36,966

## APPENDIX C

## 2005 CSEA SALARY SCHEDULE HOURLY

GRADE	MIN	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	7.9767	8.2186	8.4639	8.7187	8.9793	9.2501
2	8.3650	8.6158	8.8752	9.1413	9.4153	9.6973
3	8.7713	9.0245	9.3048	9.5839	9.8726	10.1676
4	9.2010	9.4768	9.7608	10.0544	10.3563	10.6670
5	9.6547	9.9443	10.2435	10.5498	10.8665	11.1933
6	10.1312	10.4354	10.7489	11.0699	11.4028	11.7449
7	10.6360	10.9555	11.2840	11.6223	11.9710	12.3304
8	11.1683	11.5039	11.8483	12.2043	12.5703	12.9473
9	11.7301	12.0821	12.4443	12.8173	13.2026	13.5984
10	12.3227	12.6908	13.0728	13.4648	13.8683	14.2852
11	12.9457	13.3343	13.7339	14.1451	14.5698	15.0070
12	13.6044	14.0125	14.4328	14.8661	15.3121	15.7721
13	14.3011	14.7300	15.1722	15.6278	16.0960	16.5786
14	15.0341	15.4852	15.9496	16.4283	16.9208	17.4295
15	15.8071	16.2802	16.7693	17.2724	17.7905	18.3239
16	16.6222	17.1209	17.6350	18.1635	18.7081	19.2703
17	17.4848	18.0094	18.5500	19.1060	19.6798	20.2698
18	18.3935	18.9453	19.5136	20.0996	20.7021	21.3234
19	19.3499	19.9309	20.5290	21.1443	21.7788	22.4323
20	20.3620	20.9735	21.6021	22.2500	22.9171	23.6053
21	21.4283	22.0713	22.7342	23.4163	24.1190	24.8425
22	22.5557	23.2317	23.9289	24.6457	25.3860	26.1466
23	23.7408	24.4534	25.1874	25.9427	26.7210	27.5231
24	24.9952	25.7453	26.5176	27.3125	28.1324	28.9765
25	26.3174	27.1073	27.9218	28.7591	29.6216	30.5100
26	27.7122	28.5442	29.4010	30.2827	31.1915	32.1269
27	29.1815	30.0573	30.9589	31.8869	32.8427	33.8279
28	30.7327	31.6553	32.6051	33.5824	34.5907	35.6295
29	32.3696	33.3413	34.3413	35.3718	36.4327	37.5256
11A	13.6788	14.0670	14.4661	14.8776	15.3011	15.7374
14A	15.7730	16.2241	16.6883	17.1662	17.6580	18.1654

**2005 CSEA 37.5 HOURLY SALARY SCHEDULE BIWEEKLY**

<b>GRADE</b>	<b>MIN</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
1	598.40	616.40	634.79	653.90	673.45	693.76
2	627.38	646.19	665.64	685.60	706.15	727.30
3	657.85	677.59	697.86	718.79	740.45	762.57
4	690.08	710.76	732.06	754.08	776.72	800.03
5	724.10	745.82	768.26	791.24	814.99	839.50
6	759.84	782.66	806.17	830.24	855.21	880.87
7	797.70	821.66	846.30	871.67	897.83	924.78
8	837.62	862.79	888.62	915.32	942.77	971.05
9	879.76	906.16	933.32	961.30	990.20	1,019.88
10	924.20	951.81	980.46	1,009.86	1,040.12	1,071.39
11	970.93	1,000.07	1,030.04	1,060.88	1,092.74	1,125.53
12	1,020.33	1,050.94	1,082.46	1,114.96	1,148.41	1,182.91
13	1,072.58	1,104.75	1,137.92	1,172.09	1,207.20	1,243.40
14	1,127.56	1,161.39	1,196.22	1,232.12	1,269.06	1,307.21
15	1,185.53	1,221.02	1,257.70	1,295.43	1,334.29	1,374.29
16	1,246.67	1,284.07	1,322.63	1,362.26	1,403.11	1,445.27
17	1,311.36	1,350.71	1,391.25	1,432.95	1,475.99	1,520.24
18	1,379.51	1,420.90	1,463.52	1,507.47	1,552.66	1,599.26
19	1,451.24	1,494.82	1,539.68	1,585.82	1,633.41	1,682.42
20	1,527.15	1,573.01	1,620.16	1,668.75	1,718.78	1,770.40
21	1,607.12	1,655.35	1,705.07	1,756.22	1,808.93	1,863.19
22	1,691.68	1,742.38	1,794.67	1,848.43	1,903.95	1,961.00
23	1,780.56	1,834.01	1,889.06	1,945.70	2,004.08	2,064.23
24	1,874.64	1,930.90	1,988.82	2,048.44	2,109.93	2,173.24
25	1,973.81	2,033.05	2,094.14	2,156.93	2,221.62	2,288.25
26	2,078.42	2,140.82	2,205.08	2,271.20	2,339.36	2,409.52
27	2,188.61	2,254.30	2,321.92	2,391.52	2,463.20	2,537.09
28	2,304.95	2,374.15	2,445.38	2,518.68	2,594.30	2,672.21
29	2,427.72	2,500.60	2,575.60	2,652.89	2,732.45	2,814.42

**2005 CSEA 40 HOURLY SALARY SCHEDULE BIWEEKLY**

<b>GRADE</b>	<b>MIN</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
1	638.30	657.49	677.11	697.50	718.34	740.01
2	669.20	689.26	710.02	731.30	753.22	775.78
3	701.70	722.76	744.38	766.71	789.81	813.41
4	736.08	758.14	780.86	804.35	828.50	853.36
5	772.38	795.54	819.48	843.98	869.32	895.46
6	810.50	834.83	859.91	885.59	912.22	939.59
7	850.88	876.44	902.72	929.78	957.68	986.43
8	893.46	920.31	947.86	976.34	1,005.62	1,035.78
9	938.41	965.57	995.54	1,025.38	1,056.21	1,087.87
10	985.82	1,015.26	1,045.82	1,077.18	1,109.46	1,142.82
11	1,035.66	1,066.74	1,098.71	1,131.61	1,165.58	1,200.56
12	1,088.35	1,121.00	1,154.62	1,189.29	1,224.97	1,261.77
13	1,144.09	1,178.40	1,213.78	1,250.22	1,287.68	1,326.29
14	1,202.73	1,238.82	1,275.97	1,314.26	1,353.66	1,394.36
15	1,264.57	1,302.42	1,341.54	1,381.79	1,423.24	1,465.91
16	1,329.78	1,369.67	1,410.80	1,453.08	1,496.65	1,541.62
17	1,398.78	1,440.75	1,484.00	1,528.48	1,574.38	1,621.58
18	1,471.48	1,515.62	1,561.09	1,607.97	1,656.17	1,705.87
19	1,547.99	1,594.47	1,642.32	1,691.54	1,742.30	1,794.58
20	1,628.96	1,677.88	1,728.17	1,780.00	1,833.37	1,888.42
21	1,714.26	1,765.70	1,818.74	1,873.30	1,929.52	1,987.40
22	1,804.46	1,858.54	1,914.31	1,971.66	2,030.88	2,091.73
23	1,899.26	1,956.27	2,014.99	2,075.42	2,137.68	2,201.85
24	1,999.62	2,059.62	2,121.41	2,185.00	2,250.59	2,318.12
25	2,105.39	2,168.58	2,233.74	2,300.73	2,369.73	2,440.80
26	2,216.98	2,283.54	2,352.08	2,422.62	2,495.32	2,570.15
27	2,334.52	2,404.58	2,476.71	2,550.95	2,627.42	2,706.23
28	2,458.62	2,532.42	2,608.41	2,686.59	2,767.26	2,850.36
29	2,589.57	2,667.30	2,747.30	2,829.74	2,914.62	3,002.05
11A	1,094.30	1,125.36	1,157.29	1,190.21	1,224.09	1,258.99
14A	1,261.84	1,297.93	1,335.06	1,373.30	1,412.64	1,453.23

**2005 CSEA 37.5 HOURLY SALARY SCHEDULE ANNUAL**

<b>GRADE</b>	<b>MIN</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
1	15,558	16,026	16,505	17,001	17,510	18,038
2	16,312	16,801	17,307	17,826	18,360	18,910
3	17,104	17,617	18,144	18,689	19,252	19,827
4	17,942	18,480	19,034	19,606	20,195	20,801
5	18,827	19,391	19,975	20,572	21,190	21,827
6	19,756	20,349	20,960	21,586	22,235	22,903
7	20,740	21,363	22,004	22,663	23,344	24,044
8	21,778	22,433	23,104	23,798	24,512	25,247
9	22,874	23,560	24,266	24,994	25,745	26,517
10	24,029	24,747	25,492	26,256	27,043	27,856
11	25,244	26,002	26,781	27,583	28,411	29,264
12	26,529	27,324	28,144	28,989	29,859	30,756
13	27,887	28,724	29,586	30,474	31,387	32,328
14	29,317	30,196	31,102	32,035	32,996	33,987
15	30,824	31,747	32,700	33,681	34,692	35,732
16	32,413	33,386	34,388	35,419	36,481	37,577
17	34,095	35,118	36,173	37,257	38,376	39,526
18	35,867	36,943	38,052	39,194	40,369	41,581
19	37,732	38,865	40,032	41,231	42,469	43,743
20	39,706	40,898	42,124	43,388	44,688	46,030
21	41,785	43,039	44,332	45,662	47,032	48,443
22	43,984	45,302	46,661	48,059	49,503	50,986
23	46,295	47,684	49,116	50,588	52,106	53,670
24	48,741	50,203	51,709	53,259	54,858	56,504
25	51,319	52,859	54,448	56,080	57,762	59,495
26	54,039	55,661	57,332	59,051	60,823	62,648
27	56,904	58,612	60,370	62,180	64,043	65,964
28	59,929	61,728	63,580	65,486	67,452	69,477
29	63,121	65,016	66,966	68,975	71,044	73,175

**2005 CSEA 40 HOURLY SALARY SCHEDULE ANNUAL**

<b>GRADE</b>	<b>MIN</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
1	16,596	17,095	17,605	18,135	18,677	19,240
2	17,399	17,921	18,461	19,014	19,584	20,170
3	18,244	18,792	19,354	19,934	20,535	21,149
4	19,138	19,712	20,302	20,913	21,541	22,187
5	20,082	20,684	21,306	21,943	22,602	23,282
6	21,073	21,706	22,358	23,025	23,718	24,429
7	22,123	22,787	23,471	24,174	24,900	25,647
8	23,230	23,928	24,644	25,385	26,146	26,930
9	24,399	25,131	25,884	26,660	27,461	28,285
10	25,631	26,397	27,191	28,007	28,846	29,713
11	26,927	27,735	28,566	29,422	30,305	31,215
12	28,297	29,146	30,020	30,922	31,849	32,806
13	29,746	30,638	31,558	32,506	33,480	34,484
14	31,271	32,209	33,175	34,171	35,195	36,253
15	32,879	33,863	34,880	35,927	37,004	38,114
16	34,574	35,611	36,681	37,780	38,913	40,082
17	36,368	37,460	38,584	39,740	40,934	42,161
18	38,258	39,406	40,588	41,807	43,060	44,353
19	40,248	41,456	42,700	43,980	45,300	46,659
20	42,353	43,625	44,932	46,280	47,668	49,099
21	44,571	45,908	47,287	48,706	50,168	51,672
22	46,916	48,322	49,772	51,263	52,803	54,385
23	49,381	50,863	52,390	53,961	55,580	57,248
24	51,990	53,550	55,157	56,810	58,515	60,271
25	54,740	56,383	58,077	59,819	61,613	63,461
26	57,641	59,372	61,154	62,988	64,878	66,824
27	60,698	62,519	64,394	66,325	68,313	70,362
28	63,924	65,843	67,819	69,851	71,949	74,109
29	67,329	69,350	71,430	73,573	75,780	78,053
11A	28,452	29,259	30,090	30,945	31,826	32,734
14A	32,808	33,746	34,712	35,706	36,729	37,784

Intr. No. 19  
Date \_\_\_\_\_  
Reviewed by WR  
Co. Atty. \_\_\_\_\_  
Date 5/18/84

**RESOLUTION**  
**BROOME COUNTY LEGISLATURE**  
**BINGHAMTON, NEW YORK**

Permanent No. 190  
Date Adopted 5/22/84

(Page 1 of 3)

Introduced by HUMAN SERVICES AND COUNTY EMPLOYEES COMMITTEES

Seconded by T. McAvoy

RESOLUTION AUTHORIZING AMENDMENT TO THE LABOR AGREEMENT WITH THE CIVIL SERVICE EMPLOYEES ASSOCIATION.

WHEREAS, the Child Protective Services Act of 1973 specifically requires each County Department of Social Services to draw up a plan and provide comprehensive child protective services, including 24 hour emergency telephone coverage to receive reports of suspected child abuse and mistreatment, and

WHEREAS, by Resolution No. 39 of 1974, this County Legislature authorized a plan for implementation of said Comprehensive Protective Service Program, and

WHEREAS, by Resolution No. 276 of 1981, this County Legislature authorized certain terms and conditions for 24 hour emergency coverage, and

WHEREAS, in the past, staffing for said 24 hour emergency coverage has been on a voluntary basis, and

WHEREAS, the County has since converted the emergency coverage from voluntary employee participation to mandatory employee participation, and

WHEREAS, the Taylor Law requires that the impact of said conversion be negotiated with the recognized bargaining agent, the Civil Service Employees Association, and

WHEREAS, the County and the Civil Service Employees Association have tentatively agreed to amendments to the 1984-1986 Labor Agreement with regard to 24 hour emergency coverage for the Broome County Social Services Department Child Protective Services Program, and

WHEREAS, the sponsoring Committees have recommended approval of the tentative agreement on the terms and conditions listed below, now therefore be it

RESOLVED, that this County Legislature authorizes amendments to the 1984-1986 Labor Agreement with the Broome County unit of the Civil Service Employees Association, said amendments, regarding staffing of the Child Protective Services Program to be as follows:

- A. Child Protective emergency 24 hour coverage shall become mandatory for all qualified Child Protective Services employees effective February 27, 1984.
- B. Primary assignments shall be compensated at the rate of \$75 for each seven (7) day period on call. Each weekday shall be worth \$9 and each weekend day shall be worth \$15. Employees usually assigned to primary coverage may volunteer for secondary coverage if sufficient primary coverage is available. When actually called, an employee assigned to primary shall receive a two (2) hour minimum at the rate of time and one-half of the persons base hourly rate.

Intro. No. 19  
Date \_\_\_\_\_  
Reviewed by \_\_\_\_\_  
Co. Atty. AP  
Date 5/18/84

**RESOLUTION**  
**BROOME COUNTY LEGISLATURE**  
**BINGHAMTON, NEW YORK**

Permanent No 190  
Date Adopted 5/22/84

(Page 2 of 3)

**HUMAN SERVICES AND  
COUNTY EMPLOYEES COMMITTEES**

Introduced by \_\_\_\_\_

Seconded by T. McLaughlin

- C. Secondary assignments shall be compensated at the rate of \$125 for each seven (7) day period on call. Each weekday shall be worth \$15 and each weekend day shall be worth \$25. When actually called, an employee assigned to secondary shall receive a two (2) hour minimum at the rate of time and one-half of the persons base hourly rate.
- D. Primary and secondary assignments which include covering a Holiday (as defined in the CSEA labor agreement) shall be given one (1) day off to be taken off as approved by management within 120 days of its' accrual. In the event that the employee is not allowed to take the day within the 120 day limit, they shall be paid one (1) days' base pay.
- E. Transportation, if available, shall be provided upon request from the Social Services Department, for secondary workers. The negotiated mileage rate shall be paid where applicable.
- F. Primary assignments will be made by the Supervisor. Secondary assignments shall be made as follows:
- Each December and June eligible employees will be canvassed for volunteers and assignment preferences. Upon completion of the canvass a list of assignments will be circulated to the volunteers, who shall select one-half (1/2) of their week assignments. The list will then be submitted to non-volunteers who shall make their selections in order of seniority. The list shall then be resubmitted to the volunteers to make the remainder of their selections. If all the assignments are not completed, it will then be resubmitted to the non-volunteers by order of seniority. The definition of a volunteer is one who indicates on the canvass a willingness to take more than a one week assignment during the six (6) month selection period. The above rotation system will become effective January 1, 1985.
- G. The County will make every effort to provide police escorts where they are feasible.
- H. In-house training for new employees shall be provided during the work day.
- I. It is acknowledged that the Union may pursue the subjects of increased staff, and or grade placements in 1985.
- J. The terms of this agreement may be reviewed by the parties in January, 1985.
- K. Exceptions to the above mandatory coverage shall be handled on a case by case basis, with priority given to medical concerns justifiable to management.

Intro. No. 19  
Date \_\_\_\_\_  
Reviewed by AP  
Co. Atty. \_\_\_\_\_  
Date 5/18/84

**RESOLUTION**  
**BROOME COUNTY LEGISLATURE**  
**BINGHAMTON, NEW YORK**

Permanent No. 196  
Date Adopted 5/22/84  
Effective Date 5/25/84

(Page 3 of 3)

Introduced by HUMAN SERVICES AND COUNTY EMPLOYEES COMMITTEES  
Seconded by T. McQuay

and be it

FURTHER RESOLVED, that the Broome County Executive be and hereby is authorized and empowered to sign and execute a written agreement with the Broome County Unit of the Civil Service Employees Association setting forth the terms and conditions of the above mentioned amendments, and be it

FURTHER RESOLVED, that any resolution required by the terms of the aforesaid agreement or required by law to be passed and adopted by the Broome County Legislature to implement, effect or complete the aforesaid agreement shall be deemed to be hereby passed and adopted by the Broome County Legislature.

COUNTY OF BROOME }  
STATE OF NEW YORK } ss.:

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature, duly adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 19... by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of nineteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this \_\_\_\_\_ day

of \_\_\_\_\_, 19...  
Date sent to County Executive 5/23/84

Approved

Carl G. Long  
County Executive

Kay O. Colwell  
Clerk, County Legislature  
County of Broome

Date:

5/25/84 19... F/1

## Appendix E

### Memorandum of Agreement between Broome County and CSEA

The parties agree to the following bidding provisions for the Department of Emergency Services:

#### **I. Shift Bidding**

A. Shift bidding shall take place twice a year to determine the dispatchers shift preference. Bids will take place in January for the period March through August and in July for the period September through February. The bids shall be according to Seniority in Classification.

B. Shift assignments will be made taking into account the dispatchers shift preference and Departmental seniority whenever possible, but the department's needs for proper staffing will be the first consideration.

C. Seniority in Classification will be determined based on the following criteria:

1. Date of hire as a full-time Emergency Services Dispatcher with Broome County.
2. A Two-month credit will be given for each full year and a one month credit will be given for each partial year of part-time Emergency Services Dispatcher service with Broome County.
3. In the event two dispatchers have the same hire date, then their civil service list position will be used for determination.
4. Dispatchers transferred due to dispatch consolidation will have seniority from their date of hire as a dispatcher with their respective agency.

D. Dispatchers may request to change shifts during a period by submitting a written request signed by both dispatchers who want to switch shifts to the Communications Supervisor.

## II. Vacation Bidding

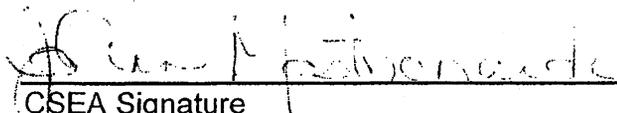
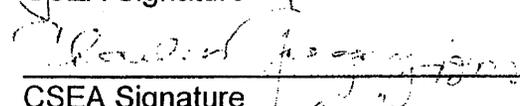
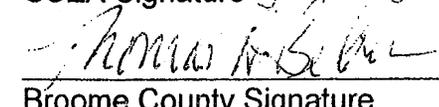
A. Employees shall bid for vacation during two periods, February 1 to February 15 and August 1 to August 15. The bid shall be for both 6 month shift periods March 1 to February 28 (February 29 on leap years).

B. The bids shall be according to seniority in classification.

C. Employees may pass during the first bid period but must make their selection by the second bid period, or they shall forfeit their remaining vacation, except for carryover as described in their union contract.

D. Bids shall be in blocks of four consecutive workdays for employees on 12-hour shifts, and in blocks of 5 days for employees on 8-hour shifts. The number of required blocks to bid shall depend on accrued days:

< 60 total hours:	No blocks required
60-100 total hours:	1 block required
101-120 total hours:	2 blocks required
>120 total hours:	3 blocks required

 CSEA Signature	<u>2/1/2002</u> Date
 CSEA Signature	<u>2/1/2002</u> Date
 Broome County Signature	<u>5/1/2002</u> Date



**JLT Retirement Counseling**  
Barbara Santelli – (800) 216-3242  
[bsantelli@jltservices.com](mailto:bsantelli@jltservices.com)

**CSEA/JLT Personal Insurance Lines**  
1-800-929-6656

**NY State Retirement system**  
toll free 1-866-805-0990  
<http://www.osc.state.ny.us/divisions/retire/rshomepg.htm>

**CSEA/AFSCME Union Privilege Loan Program**  
1 (888) 235-2759, Ext. 09  
8 a.m. and 8 p.m. Mon – Fri.

**Magic Kingdom Club**  
**Six Flags Parks**  
**Anheuser Bush Theme Parks Club**  
**Universal Studios Fan Club**  
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1- 800 -238-2539  
Identify yourself as a **CSEA/AFSCME** Local 1000 Member  
& Soc. Sec. number

**CSEA/AFSCME Union Member's Mortgage and Real Estate Program**  
1-800-848-6466  
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