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1250 workers

AGREEMENT

by and between the

COUNTY OF ULSTER

and the

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

ULSTER COUNTY UNIT

LOCAL 1000, AFSCME, AFL-CIO

JANUARY 1, 2002 - DECEMBER 31, 2005

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ARTICLE I

PREAMBLE

The County of Ulster, hereinafter referred to as the "County" and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, hereinafter referred to as the "Union", declare it to be their mutual policy that in order to promote harmonious labor relations between the County and its employees, the principle of collective bargaining is to be employed pursuant to the New York State Public Employees' Fair Employment Act and that no article or section in this contract is to be in any violation of the New York State Civil Service Law.

We hereby enter into such a collective bargaining agreement as to the terms, condition of employment and the working condition for the life of this contract, and unless provided otherwise herein all benefits will become effective January 1, 2002 and ceasing December 31, 2005.

ARTICLE II

RECOGNITION

SECTION 1. The County agrees that the Union shall be the sole and exclusive representative for all employees described in Article III for the purpose of collective bargaining and grievances for the term of the agreement.

SECTION 2. The County shall deduct from the wages of employees and remit to the CSEA, Inc., 143 Washington Avenue, Albany, New York 12210, regular membership dues and other authorized deductions for those employees who sign such authorization permitting such payroll deductions.

Agency Fee shall conform to Chapters 677 and 678 of the Laws of 1977 of the State of New York.

Pursuant to the provisions of paragraph (b) Subdivision 3 of Section 208 of the Civil Service Law, the County shall deduct from the wage or salary of the employees of the Bargaining Unit, who are not members of CSEA, the amount equivalent to the dues levied by CSEA and shall transmit the sum so deducted to CSEA.

Pursuant to the provisions of paragraph (b) of Subdivision 3 of Section 208, CSEA shall establish and maintain a procedure providing for the refund of any employee demanding the return of any part of an agency shop fee deduction which represents the employee's pro rata share of expenditures by the organization in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

SECTION 3. The County of Ulster agrees that the Union shall be the sole and exclusive representative for all employees described in Article III for the purpose of collective bargaining and grievances. The period of unchallenged representation status for this Union shall be for the term of this agreement.

SECTION 4. The Union affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike.

ARTICLE III

COLLECTIVE BARGAINING UNIT

The collective bargaining unit shall consist of all County employees, excluding employees who normally work less than half the regular pay period, elected or appointed officials, all department heads, Sheriff's Department employees (with the exception of Security Guard titles) and other groups of employees so designated to be excluded from this Unit by PERB.

ARTICLE IV

RIGHT OF UNION

The Union 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 County 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 County or any of its agents.

The Union 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.

ARTICLE V

RIGHTS OF THE COUNTY

SECTION 1. Except as otherwise specifically provided in this agreement, the County shall have the customary and usual rights, powers and functions to direct the employees, to hire, promote, suspend and to take disciplinary action and to otherwise take whatever actions are necessary to carry out the mission of the County pursuant to the existing practices unless altered by this agreement.

SECTION 2. Under the terms of this agreement and pursuant to the Public Employees' Fair Employment Act, the County shall negotiate collectively and in good faith with the Union in the determination of salaries and the terms and conditions of employment and to enter into a written agreement with the Union.

ARTICLE VI

RIGHTS OF EMPLOYEES

SECTION 1. Any employee covered by the provisions of this agreement shall be free to join or refrain from joining the Union without fear of coercion, reprisal or penalty from the Union or the County.

SECTION 2. Employees may join and take an active role in the lawful activities of the Union without fear of any kind of reprisals from the County or its agents.

SECTION 3. Any employee may bring matters of personal concern to the attention of the appropriate employer's representative and officials in accordance with applicable laws and rules, and may choose a representative or appear alone in grievance or appeal proceedings with the exception that the Union must be permitted entrance to all such proceedings and must be informed immediately of any decisions surrounding the case.

ARTICLE VII

WAGES

The parties agree on an incremental salary schedule plan (see attachment) for 2002-2005.

Certain new limitations or revisions and/or modifications of present methods of salary schedule administration are described here and are made part of this agreement:

SECTION 1.

A. Salary increases shall be as follows:

Effective January 1, 2003:

3% Cost of Living Increase

Effective January 1, 2004:

3% Cost of Living Increase

Effective January 1, 2005:

3% Cost of Living Increase

B. Effective January 1, 2002, and for the term of the agreement the longevity plan continues per salary schedule including the Cost of Living Adjustment (COLA) as follows:

8 Years = \$360.00	20 Years = \$1,800.00
12 Years = \$750.00	24 Years = \$2,250.00
16 Years = \$1,000.00	28 Years = \$2,700.00

Effective January 1, 2003, and for the term of the agreement the longevity plan continues per salary schedule including the Cost of Living Adjustment (COLA) as follows:

8 Years = \$480.00	20 Years = \$2,400.00
12 Years = \$1,000.00	24 Years = \$3,000.00
16 Years = \$1,500.00	28 Years = \$3,600.00

C. Employees who normally work at least one half of the normal work week shall receive a proportionate payment based on the ratio their work week bears to such normal work week.

D. The steps indicated on the schedule are for completed years of service effective on the

employee's anniversary date.

SECTION 2. Effective January 1, 2002, \$1,000.00 signing bonus for all employees on payroll January 8, 2002, issued January 18, 2002.

SECTION 3.

A. Effective January 1, 2002:

New Step 1 as shown an attached schedule.

New Step 6

\$.05 Step increase for each Step beginning with Step 2.

B. Effective January 1, 2003:

\$.05 Step increase for each Step beginning with Step 2.

C. Effective January 1, 2004:

\$.15 Step increase for each Step beginning with Step 2.

D. Effective January 1, 2005:

\$.05 Step increase for each Step beginning with Step 2.

ARTICLE VIII

OVERTIME POLICY

SECTION 1. All Highway employees shall be paid time and one half for all hours worked beyond 40 hours per week or eight hours per day.

SECTION 2. For all employees other than Highway employees, compensatory time off shall be given for hours worked in excess of the normal work week to 40 hours, time and one half pay shall be given in excess of 40 hours. For all employees including the Highway employees, all overtime is subject to the approval of the Legislature or in an emergency must be substantiated by the Department Head. For all employees including the Highway employees, in computing overtime, holidays, sick leave and all other approved time off shall be considered as hours worked during the 40 hour work week.

SECTION 3. CALL IN PAY - Any full time employee who is called in and reports for work before or after the employee's regular day of work, shall be guaranteed a minimum of two hours pay at the applicable rate. This guarantee shall not apply to work which runs into or immediately follows the normal day or shift.

ARTICLE IX

MISCELLANEOUS BENEFITS

SECTION 1. A. Shift Differential - The 10% night differential shall be extended to all County employees whose normal schedule of work hours are assigned in the second or third shifts, and covers all employees who are working the above shift and not receiving the same at the present time.

B. Social Welfare Examiner Differential - Any differential must comparably impact with Caseworkers in Child Protective Unit. \$500.00 annual differential for both title assignments.

Effective January 1, 1999, Adult Protective Services Caseworkers shall receive \$500.00 annual differential. The parties acknowledge that six (6) employees are affected.

SECTION 2. The County agrees that employees will be reimbursed at Internal Revenue Service mileage subsistence for driving their own vehicles on County business.

SECTION 3. A. The County agrees to provide coveralls (pants and shirts) to maintenance personnel of the Department of Highways and Bridges, the Department of Buildings and Grounds and the Ulster County Community College at no cost; the Department Head shall determine the number of uniforms.

The Labor/Management Committee will be the forum to discuss problems in the administration of this program.

B. The annual allowance for health personnel covered hereunder who are legally required to wear uniforms on the job shall be increased to \$200.00 effective January 1, 2000.

Effective January 1, 2002, all security personnel required to wear uniforms will receive \$400.00 annually in two payments of \$200.00 (January 1st and July 1st of each year).

C. Laundry personnel in the Golden Hill Health Care Center shall be furnished coveralls at no cost to the employees.

D. OSHA Safety Shoes must be worn by designated employees. The County will provide an annual safety shoe allowance, which will be increased to \$100.00, effective January 1, 2002, for maintenance/highway titles and automotive mechanics (excluding housekeeping/cleaning personnel) in the Department of Highways and Bridges, Department of Buildings and Grounds, Department of Rural Transportation, Purchasing Department, Golden Hill Health Care Center and Ulster County Community College. The safety shoe must meet OSHA requirements; the Safety Officer will provide a

brand name and style number list of acceptable safety shoes and outlets where obtainable.

- E. Bus Drivers: Nylon shells and hats will be provided plus one pair of rain pants.

SECTION 4. Educational leaves of absence of not more than one year shall be granted without loss of previously earned salary, fringe benefits and seniority rights, at no cost to the County and subject to the approval of the Legislature.

SECTION 5. Except as provided in Section 6, and where authorized by the Department Head, effective January 1, 2002, the maximum reimbursable daily meal allowance for employees traveling on approved County business shall be as follows:

Breakfast - - - - -	\$ 6.00
Lunch - - - - -	\$ 9.00
Dinner - - - - -	\$15.00

If traveling out of Ulster County for an overnight conference a \$30.00 meal allowance, per diem without receipts, will be provided subject to departure and arrival times.

- Food locker for Fire Control for unexpected second shift

- Supervisor must maintain food locker

SECTION 6. Effective January 1, 2002, all employees in the Highway Department who work four hours beyond their regular work shift shall receive a meal allowance of \$8.00 and shall receive an additional allowance of \$8.00 for each additional four hours of work.

The employee(s) shall receive the meal allowance through the use of a voucher supplied by the employer to such employee(s), payable after two weeks of submission of each voucher.

SECTION 7. The employer shall continue to provide coffee breaks for all employees as in the past.

SECTION 8. All full-time and part-time employees required by the County, or where required by law, to attend in-service training programs or workshops during working hours shall be granted approved leave with pay.

SECTION 9. Highway Department - The County will provide safety goggles for any Highway Department employee who must engage in work activities which present a potential hazard to his/her eyes.

SECTION 10. The County shall provide alternate weekends off for regular full-time employees of Community Corrections, Fire Control/911 and Golden Hill Health Care Center.

SECTION 11. Benefits under the Family Medical Leave Act (FMLA) shall be provided pursuant to the procedures set forth in Appendix A. (Family and Medical Leave of Absence Policy and related forms are available through the Personnel Department (Refer Appendix A).

SECTION 12. When County departments are closed and/or employees are directed to leave work as a result of a state of emergency declared by the Chair of the Legislature, or as a result of an unsafe condition as determined by the Chair of the Legislature, employees shall be released from work without charge to accruals. Employees who were not scheduled to work or who were required to work shall receive no additional compensation, including compensatory time. This shall not apply to employees who are required to work overtime, including the Department of Highways and Bridges, Golden Hill Health Care Center, E-911 or Community Corrections.

ARTICLE X

WORK DAY - WORK WEEK

SECTION 1. Basic work week for County employees, other than those on a part-time basis and those whose hours are set by laws, is 40 hours except that the basic work week for office personnel is 35 hours.

SECTION 2. WORKING HOURS - In those agencies, departments and institutions where it is necessary to conduct certain functions or operations on a 24 hour basis daily or on other than 9:00 A.M. to 5:00 P.M. basis, the working days and hours of an employee may be established by the Department Head.

SECTION 3. OFFICE HOURS - Excluding legal holidays, offices shall be open for the transaction of business 9:00 A.M. to 5:00 P.M., Monday through Friday, 12 months per year.

SECTION 4. RECORD OF ATTENDANCE - Daily time records showing actual time worked as well as all leave and vacation time earned by each employee will be maintained in each department.

ARTICLE XI

HOLIDAYS

SECTION 1. Legal Holidays with pay shall include: New Year's Day, Martin Luther King, Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. (Lincoln's Birthday, Good Friday, and Election Day shall be floating holidays with minimum staffing of 50% in each County department.) Employees who work on Lincoln's Birthday, Good Friday, or Election Day shall receive an "in lieu of day" which shall be taken before the succeeding Lincoln's Birthday, Good Friday or Election Day. Employees in Community Corrections, Fire Control/911 and Golden Hill Health Care Center shall work a normal staffing schedule on floating holidays.

When such a holiday falls on a Saturday, County employees shall be granted the Friday preceding; and, when a holiday falls on a Sunday, the following Monday shall be given off as the paid holiday. If a County department cannot legally close on such a Friday or Monday, employees deprived of such a holiday will be given commensurate time off.

This substitution will not apply to Community Corrections, Fire Control/911 and Golden Hill Health Care Center employees whose regular work week includes the Saturday or Sunday on which the holiday actually occurs. Those employees' holidays will be the actual holiday. If a holiday falls on a day when classes are in

session at the Community College, the College's Labor/Management Committee will determine when the Community College employees will observe that holiday; if no agreement to the alternate day, the agreement will prevail.

SECTION 2. When an employee is required to work on a Saturday or Sunday, overtime rules shall apply. However, an employee whose normal work week includes Saturday and/or Sunday shall be granted two consecutive days off each week.

When a full-time employee is required to work on a holiday, such employee shall be compensated at the overtime rate for all hours worked and in addition, such employee shall be given commensurate time off. In lieu of commensurate time off, the employee can be paid out upon the employee's request. Highway employees who are required to work on a holiday shall be paid eight hours of holiday pay plus one and one half times the regular rate of pay for hours actually worked.

Part-time employees (20 or more hours per week on a regular basis) of Community Corrections, Fire Control/911 and Golden Hill Health Care Center who work on a holiday, shall receive time and one half for hours so worked.

SECTION 3. None of these regulations shall be construed as preventing the County Legislature from granting employees such additional days off with pay as it may duly authorize by resolution.

ARTICLE XII

VACATION, SICK AND PERSONAL LEAVE

SECTION 1. VACATION - An annual vacation is considered the right of each employee. The vacation plan outlined in Schedule "C" attached remains in effect during the life of this agreement.

- A. Vacation (Highway Department) - Employees in the Highway Department may not take their vacation during the period from December 1st through March 31st except at the discretion of the Department Head.
- B. Half-day and single vacation days may be taken by an employee if requested two weeks in advance up to a maximum of five days per year. Additional single vacation days may be taken at discretion of the Department Head. Other earned vacation days must be taken on a weekly basis.
- C. The employee with the most seniority in the department shall receive consideration over other employees with lesser seniority as to when vacation would be taken.

The principle is that employees should be encouraged to schedule vacations as early as possible, and should, therefore, not have to worry about having their plans bumped at the last minute due to seniority. While seniority should still be recognized, those who plan ahead should have a reasonable time period within which to change their plans if necessary.

1. Departments must post a vacation calendar which identifies approved vacations within that department. The purpose of this calendar is to help employees schedule vacations by considering the schedules of others.
 2. Employees are encouraged to submit vacation requests as early as possible.
 3. Seniority is the governing factor in determining vacation approvals up until 60 calendar days before the vacation date(s) in question begins. For example, an employee desiring Christmas week vacation would have to submit his/her request 60 calendar days before the vacation date in question in order for his/her seniority to be considered over a conflicting vacation request by another employee.
 4. Vacation request will be approved on a first come, first served basis within the 60 calendar days of the beginning of a particular vacation date.
- D. If a holiday(s) falls within the vacation period of an employee, the employee's vacation time shall be credited the holiday(s) that fall within such period.
- E. Upon death, retirement, or other type of termination of an employee, the employee or the beneficiary shall be paid for all unused vacation earned prior to one of the above events occurring at the rate of pay (current) of the employee. If the employee terminates employment, the employer shall pay the employee or the beneficiary for the unused vacation on a pro-rated basis in accordance with the number of months or portion thereof.
- F. All vacation shall be taken in the anniversary year during which the employee becomes entitled thereto, and no part of such vacation shall be carried over from one year to another, unless the pressure of work in the particular department makes it impossible for the Supervisor and/or Department Head to approve vacation during such year. In such case, the unused vacation for that year, up to a maximum of five days, shall be added to the vacation to which the employee is entitled during the following year. Any additional unused vacation time shall be paid for at the end of the anniversary year in which it was supposed to have been taken.

SECTION 2. SICK LEAVE - Sick leave shall be earned at the rate of one working day per month of continuous service and may be accumulated to a maximum of 165 days, as conditioned by the January, 1989, stipulation for sick day accumulations, refer to paragraph B and C of this Section.

A. Normally, for absences of less than three days, employees will not be required to provide a physician's statement certifying to their illness or disability. However, where absences are of three consecutive days in duration such statement may be required by the Department Head. Additionally, if the Department Head discerns that a pattern of abuse of sick leave is occurring, the Department Head may require a physician's statement at any time.

B. UNUSED SICK LEAVE - May be converted into cash payment at the time of the County employee's termination of service (other than resignation) or retirement and additional service credit upon retirement. Unused sick leave may not exceed employee's maximum accumulated sick leave.

Upon death of an employee, the employee's estate is to be given a cash payment equal to the unused sick leave.

Employees, other than those having permanent status, terminated for cause, will receive no payout of sick leave.

C. As of January 1, 1989, employees with less than 100 sick days accrued cannot accrue more than 100 days. Employees with more than 100 sick days, cannot accrue more than 165 sick days. Employees who retire (eligible to collect pension) will be paid out for accrued sick and vacation time. Employees who resign, will be paid out for accrued vacation time only.

D. Employees may use up to five sick leave days annually non-cumulative, deductible from the employee's available sick leave entitlement, for absence due to illness in the employee's household family. "Household family" shall mean any relative residing within the employee's home, but shall also include the employee's mother, father and children wherever they reside.

E. Sick Time Buy Back: Employees with more than 30 days accrued sick time and more than five years of continuous service, may sell back to the County, a block of five sick days annually, payable the last quarter of each year, each employee to be eligible must maintain 30 sick days after sale.

Employees with more than 60 days accrued sick time and more than five years of continuous service, may sell back to the County, a block of ten sick days annually, payable last quarter of the year, each employee to be eligible must maintain 60 days after sale.

SECTION 3. PERSONAL LEAVE - Each County employee shall receive personal leave each year. Full-time employees shall accrue from 35 hours to a maximum of 40 hours per year based on a regularly scheduled work week. Other benefited employees shall accrue personal time based on a pro-rated schedule. Such leave shall be non-cumulative and shall be provided in accordance with the rules section of the Civil

Service Law. All other earned leave with pay shall continue as currently in effect for the full duration of this agreement. See copy of employee rules for approved time off. Newly hired employees shall be limited to two of the five personal leave days during the first six months of employment.

ARTICLE XIII

DISABILITY INSURANCE, HEALTH INSURANCE AND RETIREMENT

SECTION 1. The employer shall provide and pay 100% of the cost of New York State Disability Insurance for all employees covered under the agreement in addition to the employees' existing sick leave benefits.

In an instance where an employee wants to diminish the loss of sick leave, such employee shall turn over to the employer, the weekly disability check and in return, the employer shall credit the employee with that portion of the sick leave used in each week which is paid for by the employee's disability check; this buy-back becomes available for a separate illness.

SECTION 2. HEALTH INSURANCE - The County will provide for a health, dental and vision care plan providing benefits in accordance with the carrier contracts and the applicable schedules therein.

Health Insurance Buy Out:

- Candidate must demonstrate and maintain adequate coverage with another Health Insurance Program
- Employee withdraws for one year
- Selection must occur at annual enrollment period (October); participants must renew buy out on annual basis
- Payment of \$1,000 annually - \$250 paid at end of each quarter

The parties agree that the County shall have the right to substitute through a carrier of their choice (or become self-insured) for the health insurance coverage indicated in the paragraphs above. In doing so, however, the County will provide CSEA with at least 90 days notice of the effective date of such change. The CSEA will have the right to review and study the benefits of said proposed plan to insure that it is at least comparable to the benefits of the plan in effect at the time of said change.

CLARIFICATION:

- Pre-Certification and Concurrent Review of Hospital Stays
- Mandatory Second Surgical Opinion Program
- Targeted Out-patient Surgery Program

Specifically as Per Model:

Room & Board -----	Same as current plan with a pre-admission review program for all (non-emergency) hospital admissions
Ambulatory Surgery -----	Paid at 100% if done on an out-patient basis. If in-patient surgery certified by physician, paid at 80%; otherwise 50%
Second Surgical Opinion -----	Opinion paid at 100% for certain mandated procedures. If second opinion is not obtained, surgery paid at 50%
Deductible -----	\$150 per individual \$450 per family
Coinsurance -----	80% of R & C: maximum out of pocket \$500/\$1500 plus deductible – 12/31/94
Maximum Benefit -----	\$1,000,000 per lifetime

MCC provides managed mental health services for indemnity participants; MCC also provides Employee Assistance Program for County employees. Employees hired on or after 1/1/94 shall contribute 15% of the family or individual health insurance premium.

SECTION 3. While an employee is on an unpaid leave of absence, such employee shall be allowed to continue health insurance coverage with the employer at the employee's expense.

When an employee is on compensation leave, the employer shall continue the payment of the employee's total premium, both individual and dependent coverage. Reimbursement to the County of the payment for dependent coverage shall be made by the employee on demand.

SECTION 4. RETIREMENT - The County agrees to provide the retirement plans and related death benefits and sick leave options heretofore in effect as provided for by the New York State Retirement and Social Security Law.

The benefits available under the above State retirement plans and options are summarized in Schedule "D", it being understood that the County's sole obligation is to make the required contributions to the applicable State plans and options. For full particulars consult with the New York State Department of Audit and Control.

ARTICLE XIV

SENIORITY

SECTION 1. Employment seniority shall commence on the date of the employee's first hiring by the County.

SECTION 2. In filling existing vacancies (including promotions), preference shall be given to the senior most qualified employee.

SECTION 3. Seniority shall be the governing factor in layoffs, vacations and shift assignments. Seniority in job title shall be the governing factor in assigning overtime, except that the County shall have the right to maintain the employees who are assigned to Road Paving, Road Reclamation and Snow Removal in the event of overtime only.

SECTION 4. Part-time employees shall have a separate seniority roster which shall be subordinate to the seniority roster of the full-time permanent employees.

SECTION 5. ABOLITION OF NON-COMPETITIVE AND LABOR CLASS POSITIONS - In the event of a reduction in force, the employee with the least departmental seniority in the job title shall be excessed first. Any further reductions shall proceed on the same basis.

An employee so excessed, shall have the right to displace the least senior incumbent (within the department only) in the next lower job title previously worked at that title's rate of pay. For this purpose a job whose title may have been changed through reclassification and in which the excessed employee had formerly worked subject to the County Personnel Officer's determination on records under the Personnel Officer's control shall be considered a "next lower job title previously worked".

Employees who are earning above the base rate who retreat to a lower paying classification, shall continue to earn the differential in the new classification.

Probationary, temporary, seasonal and part-time employees shall be laid off before resorting to a job abolition among full-time permanent staff.

ARTICLE XV

TENURE

After the completion of 18 consecutive satisfactory months of employment with the County, all employees in the labor and non-competitive class shall be accorded the same rights and privileges that competitive class employees receive under the provisions of Section 75 of the Civil Service Law as it relates to removal and suspension.

ARTICLE XVI

DISPUTE AND GRIEVANCE PROCEDURE

SECTION 1. PURPOSE - It is the intent of the County and the Union all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement, but shall not be precedent in a later grievance proceeding.

SECTION 2. DEFINITIONS

- A. A "grievance" is any alleged violation of this agreement or any dispute with respect to its meaning or application.
- B. An "employee" is any person in the unit covered by this agreement.

- C. An "aggrieved party" is the employee or group of employees who submit a grievance or the Union on behalf of said employee(s).

SECTION 3. SUBMISSION OF GRIEVANCES

- A. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.
- B. Each grievance shall be submitted in writing on a form approved by the County and the Union and shall identify the aggrieved party, the provision of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
- C. A grievance shall be deemed waived unless it is submitted within 30 days after the aggrieved party knew or reasonably should have known of the events or conditions on which it is based.
- D. An employee or group of employees or the Union may submit grievances which affect them personally or collectively and shall submit such grievances to the immediate Supervisor.

SECTION 4. GRIEVANCE PROCEDURE

- A. The immediate Supervisor shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response or if no response is received within seven days after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the Department Head or designee no later than five days thereafter.
- B. The Department Head or designee shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of Department Head's or designee's position with respect to it no later than two weeks after it is received by the Department Head or designee. If the aggrieved party is not satisfied with the response, or if no response is received within the two week period, the aggrieved party may submit a copy of the grievance to the Chair of the County Legislature no later than one week thereafter.
- C. The Chair of the County Legislature or designee shall, within two weeks after receipt of the grievance, provide the aggrieved party with a statement of the County's position with respect to the grievance.
- D. In the event the Union is not satisfied with the statement with respect to a grievance or if no response is forthcoming by the Chair of the Legislature, it may, within 15 days thereafter, refer the grievance to arbitration by

requesting that the American Arbitration Association propose the names of seven arbitrators. A copy of such request shall be forwarded to the Chair of the County Legislature.

SECTION 5. ARBITRATION

- A. Upon receipt of the names of the proposed arbitrators, the County and the Union shall individually select names from the list until one ultimately is designated as the arbitrator.
- B. The arbitrator's decision will be in writing and will set forth the arbitrator's findings, reasonings and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The arbitrator shall have no power to alter, add to or detract from the provisions of the agreement. "The decision of the arbitrator shall be final and binding on both parties."
- C. The cost for the services of the arbitrator will be borne equally by the County and the Union.
- D. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise might be available in resolving disputes covered under this agreement.

ARTICLE XVII

JOB AND WORK SECURITY

SECTION 1. Work usually performed by the employees covered under this agreement shall not be contracted out if it will result in a loss of employment to employees covered by this agreement.

SECTION 2. Any employee may be assigned temporarily to perform duties of a higher classification in an emergency situation. In such event, the employee is to be compensated for at the higher rate of pay if applicable. No employee will be required to work in a higher classification for more than 20 work days per year. During said 20 days, employees shall receive a differential of \$.20 per hour for each hour worked in such higher classification (title).

SECTION 3. An employee who is assigned temporary duties of a lower classification, shall be compensated at the employee's regular rate of pay.

SECTION 4. In a layoff (reduction in force) affected permanent employees shall be given 30 calendar days notice of such layoff. The County reserves the right, at its option, to provide pay in lieu of such notice.

ARTICLE XVIII

RECIPROCAL RIGHTS

SECTION 1. The Union shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities subject to the County's approval of the content of such notices and communications. The officers and agents for the Union shall have the right to visit employees facilities for the purpose of adjusting grievances and administering the terms and conditions of this agreement.

SECTION 2. Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of the Labor Agreement shall be permitted a reasonable amount of time free from their regular duties to fulfill their obligations which have as their purpose the maintenance of harmonious and cooperative relationships between the County and the employee and the uninterrupted operation of the County government.

It is important for the County employee who is released with pay for Union business and the Union itself to recognize that the regular operations of the County are not to be disrupted due to the employee's absence. The employee and/or the organization are to file the appropriate leave form in advance to the Department Head or designee so that the position of the employee(s) involved can be covered so that there is no disruption in either County or Department operation.

A Union employee who is designated in accordance with the provisions of the Labor Agreement to be absent for Union business shall also maintain a log of such Union activity that occurs during the employee's work day. The log shall show the time of day of each occasion when the employee began attending to such Union business, the time of day when the employee ceased attending to such Union business and the date of the occurrence. It will not be necessary for the log to show Union activity which required less than 15 minutes of the employee's time in relation to any one matter, but it shall be necessary for the log to show the nature of the union business. The log shall be made available to the Department Head or designee at his or her request.

Prior to arrival at destination, the Union representative shall notify the Department Head or designee of the intended presence and estimated duration of stay.

The Union representative shall, upon return to the work area, notify the Supervisor of the time of return.

SECTION 3. The Union agrees to do its utmost to see that its members perform their respective duties loyally and continuously under the terms of this agreement. The Union and its members will use their best endeavors to protect the interests of the County, to conserve the property, protect the public and to give service of the highest quality.

SECTION 4. The County shall give release time with pay to their Union employees designated by the Association for attendance at meetings, conferences and conventions, which are educational by nature up to a maximum of 60 work days per year inclusive of the 12 1/2 days of salary and fringe costs which are reimbursed to the County by CSEA for the Board of Directors.

All the accountability requirements contained in Section 2 shall be applicable to this section.

SECTION 5. The County shall give release time with pay to five members of the bargaining unit to participate as the Union Negotiating Committee in negotiating their contracts, if any negotiating sessions are held during working hours.

SECTION 6. The County shall provide the Union with the use of a County building for the purpose of conducting monthly or special Union meetings.

SECTION 7. The County shall allow CSEA insurance solicitation to be conducted by those individuals designated by CSEA. Such solicitations will be conducted so as not to interfere with the employees' work schedule.

SECTION 8. The County and the Union shall continue to assure an equal opportunity in employment regardless of race, color, religion, sex or national origin.

ARTICLE XIX

WORKING CONDITIONS

The County or its designee shall notify the Union at least seven days in advance of any change in working conditions or working methods, except where such a change is required because of an emergency or major disaster over which the County has no control.

ARTICLE XX

LEAVES

SECTION 1. MATERNITY LEAVE - A pregnant County employee, employed by the County for 26 weeks or more, shall be granted a leave of absence without pay for a period up to 12 months. The employee shall report to the appropriate Department Head existence of pregnancy not later than the fourth month. The Department Head and the employee shall decide when the leave shall begin and the length of the leave. The employee may continue to work up to the ninth month of pregnancy if such employee so desires. However, the employee must provide the employer with a physician's statement of physical fitness to continue to work beyond the sixth month. The employee shall be allowed to reduce the 12 month period of leave or other designated period by using any or all of her earned leave credits. A physician's statement shall be required prior to the return of the employee to duty.

SECTION 2. MILITARY LEAVE - All employees covered under this agreement called to active duty who are in the Reserves or National Guard or those who have enlisted or are subject to call by the Draft Board shall receive a military leave of absence. Upon return from duty, the employee shall be given back the job or position left. Employees will receive their regular pay and other benefits in accordance with New York State and/or Federal Military Law.

SECTION 3. BEREAVEMENT - In the event of a death in the immediate family, an employee shall be allowed three bereavement days with pay for each such death. The immediate family shall be defined as: husband, wife, son, daughter, mother, father, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents, brother-in-law, sister-in-law, grandchildren, stepchildren, or any person residing in the immediate household of the employee.

ARTICLE XXI

JURY DUTY AND/OR COURT APPEARANCE

SECTION 1. On proof of the necessity of jury services, or to appear as a witness to subpoena or other order of the court for a work-related issue, an employee shall be granted a leave of absence with pay with no charge against leave. The employer shall grant time off against leave accruals for other than work related for subpoena or other court appearance. The employee shall be entitled to the difference between the daily pay less fees received as a witness or juror. Mileage fees are retained by the employee.

ARTICLE XXII

JOB POSTING

SECTION 1. When a job vacancy or vacancies occur within County employment, the County will be responsible for delivering enough copies of the announcement(s) to the Unit President at least 15 working days prior to the date the vacancy(s) are to be filled. The Unit President will then promptly place such announcement(s) in all work locations of employees who may be affected by the vacancy(s). Announcements of such vacancies shall contain the title of the position or positions to be filled, minimum qualifications required for appointment and the number and work location(s) of the vacancy(s).

SECTION 2. When such vacancies are announced as provided herein, employees who wish to be considered for appointment to such vacancies shall be allowed to file appropriate notice therefore, with the appointing authority provided, however, that such notice must be filed within ten working days following announcement of the vacancy.

ARTICLE XXIII

LABOR/MANAGEMENT COMMITTEE

SECTION 1. The parties hereto believe to continue a harmonious and cooperative relationship and to increase the efficiency and welfare of the County, periodic meetings of a Labor/Management Committee be established, wherein both the representatives of the Unit and Management may discuss complaints, eliminate problems or resolve potential grievances.

SECTION 2. The Committee shall meet, preferably on a quarterly basis, but at a time and date mutually determined by members of the Committee. Such meetings may be mutually canceled or adjourned.

SECTION 3. \$40,000 Tuition Reimbursement Program - managed by Labor/Management.

SECTION 4. For anyone elected or appointed to a state CSEA position that is reimbursable by CSEA, Inc., the Chairman of the Legislature may grant an appropriate leave.

ARTICLE XXIV

SEPARABILITY

SECTION 1. If any article or part of this agreement or any addition thereto should be decided as in violation of any federal, state or local law, or if adherence to the enforcement of any article or a part thereof should be restrained by a court of law, the remaining articles of the agreement or any addition thereto shall not be affected.

SECTION 2. If a determination or decision is made as per Section 1 of this article, the original parties to this agreement shall convene immediately for the purposes of negotiating a satisfactory replacement for such article or part thereof.

ARTICLE XXV

LEGISLATIVE ACTION

SECTION 1. PURSUANT TO LAW, "IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL".

ARTICLE XXVI

TERM OF AGREEMENT

This agreement shall become effective January 1, 2002 and shall continue until the close of business December 31, 2005.

SCHEDULE A
TITLES INCLUDED IN GRADE

GRADE 1

Aging Services Aide
Aging Services Worker
Community Corrections Aide
Community Services Aide
Community Services Representative
Food Service Helper
Laundry Worker
Parking Lot Attendant
Photocopy Attendant

GRADE 2

Cleaner
Housekeeping Aide
Laundry Worker/Driver
Security Attendant

GRADE 3

Clerk
Database Clerk/Typist
Home Health Aide
Leisure Time Activities Aide
Microfilm Clerk
Physical Therapy Aide
Restorative Aide
Senior Food Service Helper
Typist

GRADE 4

Building Custodial Worker
Clerk/Courier
Community Corrections Assistant
Custodial Worker
Driver/Messenger
Environmental Health Aide
Head Cleaner
Municipal Worker I
Receptionist
Receptionist W/Typing
Stenographer

Stock Clerk
GRADE 4 (Continued)

Telephone Operator
Transcribing Typist

GRADE 5

Alternative Sentencing - Crew Supervisor
Mail and Supply Clerk
Real Property Record Clerk
Senior Database Clerk/Typist
Senior Telephone Operator

GRADE 6

Account Clerk
Account Clerk/Typist
Assistant Cook
Automotive Mechanic Helper (Purchasing)
Building Maintenance Worker I
Certified Nursing Assistant
College Secretary I
College Secretary I/Stenographer
HEAP Aide
Instructional Media Assistant
Library Clerk
Library Typist
Phlebotomist
Records Clerk
Secretary I
Senior Aging Services Aide
Senior Leisure Time Activities Aide
Senior Microfilm Clerk
Ward Clerk

GRADE 7

Account Clerk/Stenographer
Building Custodial Leader
Building Maintenance Leader
Caseworker Aide
Chemical Dependency Aide
Index Clerk
Index Clerk Stenographer
Index Clerk/Typist
Motor Vehicle Application Examiner
Personnel Clerk
Pharmacy Clerk
Print Shop Clerk

Senior Clerk
GRADE 7 (Continued)

Senior Transcribing Typist
Senior Typist
Stock Clerk (Residential Health Care Facility)

GRADE 8

Bus Dispatcher
Bus Driver
Bus Driver Dispatcher
Community Corrections Residence Supervisor
Cook
Data Entry Operator
Data Entry Operator/Stenographer
Data Entry Operator/Typist
Head Parking Lot Attendant
Housekeeping Supervisor Trainee
Inventory Control Assistant
Library Assistant
Machine Operator
Machine Operator (Information Services)
Motor Vehicle Cashier
Nursing Administration Secretary
Senior Records Clerk
Senior Stenographer
Social Welfare Examiner Trainee
Tax Map Technician Trainee
Veterans Service Driver

Move to Grade 9 on 07/01/2003

GRADE 9

Automotive Mechanic
Building Operations Supervisor
Building Trades Worker
Campus Maintenance Mechanic
Campus Security Officer
CHAP Aide
College Secretary II
College Secretary II/Stenographer
Compensation/Disability Claims Examiner
Drafting Technician
Electrical Maintenance Worker
Expeditor
Infirmary Security Guard
Job Developer
Licensed Practical Nurse (OFA)
Offset Printing Machine Operator

Move to Grade 10 on 07/01/2002

Personnel Assistant
GRADE 9 (Continued)

Resource Assistant
Secretarial Center Supervisor
Security Guard
Senior Account Clerk
Senior Account Clerk/Stenographer
Senior Account Clerk/Typist
Senior Data Entry Operator
Senior HEAP Aide
Senior Index Clerk
Senior Index Clerk/Typist
Senior Instructional Media Assistant
Senior Library Clerk
Senior Library Typist
Social Welfare Examiner Move to Grade 10 on 07/01/2003
Social Welfare Examiner Trainee Effective on 07/01/2003
Support Collector
Support Investigator
TEAP Worker
Telephone Maintenance Worker
Veterans Service Assistant
Welfare Housing Advisor

GRADE 10

Administrative Aide
Administrative Aide/Stenographer
Administrative Aide/Typist
Alternative Sentencing Assistant
Alternative Sentencing Case Monitor
Assistant Rural Transportation Manager
Automotive Mechanic II (Rural Transportation)
Buyer
Campus Administrative Aide
Campus Administrative Aide/Stenographer
Campus Administrative Aide/Typist
Computer Operator Trainee
Coordinator, Physically Handicapped Children's Program
Emergency Services Dispatcher P/T Move to Grade 11 on 01/01/2004
Financial Aid Assistant
Housekeeping Supervisor
Information Technology Supervisor
Legal Stenographer
Licensed Practical Nurse (OFA) Effective on 07/01/2002
Licensed Practical Nurse (RHCF) Move to Grade 11 on 07/01/2002
Medical Secretary
Physical Education Assistant

Principal Clerk
GRADE 10 (Continued)

Principal Transcribing Typist (Health Department)
Probation Assistant
Public Health Technician Trainee
Public Works Research Assistant
Records Management Technician
Senior Bus Dispatcher
Senior Community Corrections Assistant
Senior Inventory Control Assistant
Senior Machine Operator
Senior Motor Vehicle Application Examiner
Senior Motor Vehicle Cashier
Senior Motor Vehicle Cashier (Sub-Station)
Social Welfare Examiner
Social Welfare Specialist
Water Treatment Plant Operator Trainee

Effective on 07/01/2003
Move to Grade 11 on 07/01/2003

GRADE 11

Accredited Records Technician
Archival Processing Technician
Audio-Visual Technician
Building Maintenance Specialist
Building Maintenance Supervisor
Campus Maintenance Specialist
CHAP Coordinator
Community Relations Assistant
Computer Operator
County Archivist
Director of Volunteer Services
Electronics Technician/Mechanic
Emergency Services Dispatcher
Emergency Services Dispatcher PT
Employment Unit Supervisor
Environmental Management Program Assistant
Head Cook
Health Insurance Specialist
Legal Aide
Licensed Practical Nurse (RHCF)
Principal Account Clerk
Principal Library Clerk
Public Auction Specialist
Public Health Technician
Records Technician
Senior Compensation Claims Examiner
Senior Licensed Practical Nurse (HRF)
Senior Personnel Assistant

Move to Grade 12 on 01/01/2004
Effective on 01/01/2004

Effective on 07/01/2002

Move to Grade 12 on 07/01/2002

Senior Resource Assistant
GRADE 11 (Continued)

Senior Security Guard
Senior Social Welfare Examiner Move to Grade 12 on 07/01/2003
Senior Support Investigator
Social Welfare Specialist Effective on 07/01/2003
Support Services Coordinator
Tax Map Maintenance Technician
Water/Sewage Treatment Plant Operator

GRADE 12

Administrative Assistant
Administrative Assistant/Stenographer
Administrative Assistant/Typist
Assistant Director, Emergency Management/Civil Defense
Assistant to the Director (Office for the Aging)
Building Examiner/Safety Inspector
Campus Administrative Assistant
Campus Administrative Assistant/Stenographer
Campus Administrative Assistant/Typist
Caseworker Trainee Move to Grade 13 on 07/01/2003
Counselor I
Dietetic Technician
Early Intervention Specialist Trainee
Emergency Services Dispatcher Effective on 01/01/2004
Employment and Training Assistant
Field Service Technician Trainee
Head Clerk
In-Service Trainer
Planning Department Administrative Assistant
Planning Technician
Principal Records Clerk
Probation Administrative Assistant
Public Auction Coordinator
Public Health Education Assistant
Real Property Information System Specialist Trainee
Real Property Tax Service Aide
Real Property Tax Service Assistant
Rural Transportation Manager
Senior Buyer
Senior Campus Security Officer
Senior Emergency Services Dispatcher Move to Grade 13 on 01/01/2004
Senior Legal Stenographer
Senior Licensed Practical Nurse (HRF) Effective on 07/01/2002
Senior Probation Assistant
Senior Public Health Technician
Senior Records Management Technician

GRADE 12 (Continued)

Supervisor of Central Services
 Telephone System Support Supervisor
 Work Force Development Assessor

GRADE 13

Assistant Fiscal Manager
 Assistant Program Analyst
 Assistant Program Manager
 Assistant Social Worker (Community Mental Health)
Caseworker Move to Grade 14 on 07/01/2003
Caseworker Trainee Effective on 07/01/2003
 Coding Analyst
 Consumer Advocate
 Deputy Alternative Sentencing Program Coordinator
 Early Intervention Specialist
 Electrical Construction & Maintenance Supervisor
 Employee Benefits Coordinator
 Employment and Training Coordinator
 Employment and Training Counselor
 Employment Unit Coordinator
 Environmental Management Program Coordinator
 Environmental Resource Graduate Intern
 Environmental Resource Technician
 Field Service Technician
 Financial Investigator, Patient Services
 Head Account Clerk
 HEAP Coordinator
 Heating, Plumbing, Air Conditioning Specialist
 Junior Accountant
 Land Manager
 Maintenance and Construction Supervisor
Mental Health Nurse Move to Grade 14 on 07/01/2002
 Payroll Supervisor
Principal Social Welfare Examiner Move to Grade 14 on 07/01/2003
 Principal Support Investigator
Probation Officer Trainee Move to Grade 14 on 01/01/2004
Public Health Sanitarian Trainee Move to Grade 14 on 01/01/2004
 Real Property Public Auction Coordinator
 Real Property Tax Service Specialist Trainee
Registered Nurse (Health Department) Move to Grade 14 on 07/01/2002
Registered Professional Nurse Move to Grade 14 on 07/01/2002
 Resource Unit Coordinator
 Senior Building Examiner/Safety Inspector
 Senior Building Maintenance Specialist
 Senior Computer Operator

GRADE 13 (Continued)

Social Services Investigator
 Social Work Assistant
 Tax Collection Supervisor
 Tax Roll Coordinator
 Technical Asset Coordinator
 WIC Program Nutritionist

GRADE 14

Case Manager	
Caseworker	Effective on 07/01/2003
Chemical Dependency Assistant	
Child Assistance Program Coordinator	
Community Corrections Case Manager	
Computer Applications Programmer Trainee	
Cook-Manager	
Counselor II	
Crime Victim Counselor	
Defender Based Advocate	
Deputy Safety Officer	
Dietetic Service Supervisor	
Drug Abuse Counselor	
Food Stamp Coordinator	
Head Nurse	Move to Grade 15 on 07/01/2002
Head Social Welfare Examiner	Move to Grade 15 on 07/01/2003
Management Analyst Trainee	
Mental Health Nurse	Effective on 07/01/2002
Occupational Therapy Assistant	
Physical Therapy Assistant	
Preschool Program Specialist	
Principal Records Management Technician	
Principal Social Welfare Examiner	Effective on 07/01/2003
Probation Officer	Move to Grade 15 on 01/01/2004
Probation Officer Trainee	Effective on 01/01/2004
Programmer/Analyst Trainee	
Public Health Nurse	Move to Grade 15 on 07/01/2002
Public Health Sanitarian	Move to Grade 15 on 01/01/2004
Public Health Sanitarian Trainee	Effective on 01/01/2004
Probation Officer Trainee	Effective on 01/01/2004
Real Property Tax Service Specialist	
Registered Nurse (Health Department)	Effective on 07/02/2002
Registered Professional Nurse	Effective on 07/01/2002
Senior Caseworker	Move to Grade 15 on 07/01/2003
Senior Caseworker, Golden Hill Health Care Center	Move to Grade 15 on 07/01/2003
Senior Mental Health Nurse	Move to Grade 15 on 07/01/2002
Senior Social Services Investigator	

Senior WIC Program Nutritionist
GRADE 14 (Continued)

Tax Map Specialist
Tax Map Technician

GRADE 15

Accountant	
Assistant Director of Maintenance	
Assistant Projects Manager	
Assistant to the Medical Examiner	
Case Supervisor, Grade B	Move to Grade 16 on 07/01/2003
Chief Account Clerk	
Chief Social Services Investigator	
Chief Social Welfare Examiner	Move to Grade 16 on 07/01/2003
Coordinator of Child Support Enforcement	
Customer Support Representative	
Early Intervention Coordinator	
Evaluative Analyst (Community Mental Health)	
Geriatric Services Coordinator (Office for Aging)	
Head Nurse	Effective on 07/01/2002
Head Social Welfare Examiner	Effective on 07/01/2003
Infection Control Nurse	Move to Grade 16 on 07/01/2002
Leisure Time Activities Director	
Medical Worker	Move to Grade 16 on 07/01/2002
Occupational Therapist	
Probation Officer	Effective on 01/01/2004
Project Coordinator	
Public Health Nurse	Effective on 07/01/2002
Public Health Sanitarian	Effective on 01/01/2004
Real Property Information System Specialist	
Resource Unit Administrator	
Senior Caseworker	Effective on 07/01/2003
Senior Caseworker, Golden Hill Health Care Center	Effective on 07/01/2003
Senior Coding Analyst	
Senior Consumer Advocate	
Senior Crime Victim Counselor	
Senior Employment and Training Coordinator	
Senior Environmental Resource Technician	
Senior Land Manager	
Senior Mental Health Nurse	Effective on 07/01/2002
Senior Probation Officer	Move to Grade 16 on 01/01/2004
Senior Public Health Sanitarian	Move to Grade 16 on 01/01/2004
Staff Development Coordinator	
Staff Development Coordinator (SNF/HRF)	
Supervising Nurse	Move to Grade 16 on 07/01/2002
Technical Support Technician I	
WIC Program Coordinator	

GRADE 16

Case Supervisor, Grade B	Effective on 07/01/2003
Chief Social Welfare Examiner	Effective on 07/01/2003
Community Education Specialist	
Counselor III	
Court Reporter	
CSS Liaison Specialist (Community Mental Health)	
Dietitian	
Geographic Information System Coordinator	
Highway Administrative Assistant	
Infection Control Nurse	Effective on 07/01/2002
Information Services Business Administrator	
Medical Worker	Effective on 07/01/2002
Planner	
Planner OFA	
Program Manager, Adult Foster Family Care	
Public Health Education Coordinator	
Senior Probation Officer	Effective on 01/01/2004
Senior Public Health Sanitarian	Effective on 01/01/2004
Senior Tax Map Specialist	
Social Worker	
Supervising Nurse	Effective on 07/01/2002
Telecommunications Systems Coordinator	

GRADE 17

Associate Public Health Sanitarian	Move to Grade 18 on 01/01/2004
Chemical Dependency Specialist	
Chemical Dependency Specialist-Children's Services	
Civil Engineer	
Clerk of the Works	
Community Corrections Specialist	
Emergency Medical Services Coordinator	
Employment and Training Counseling Supervisor	
Fiscal Manager	
Mental Health Specialist	
Mental Health Specialist-Children's Services	
Payroll Coordinator	
Physical Therapist	
Project Manager	
Psychiatric Nurse	Move to Grade 18 on 07/01/2002
Psychiatric Social Worker	
Resident in Psychology	
Senior Public Health Education Coordinator	
Senior Tax Map Technician	
Senior Technology Specialist	
Supervisor, Real Property Tax Service Agency	

GRADE 18

Associate Public Health Sanitarian
Computer Applications Programmer
Evaluative Analyst Planner
Fiscal Officer
Medical Care Administrator
Mental Health Systems Supervisor
Payroll Manager
Psychiatric Nurse

Effective on 01/01/2004

Public Health Engineer Trainee
Senior Occupational Therapist
Senior Planner
Senior Planner Mental Health
Technical Engineer
Technical Support Programmer

Effective on 07/01/2002

GRADE 19

Assistant Public Health Engineer
CDS Clinical Supervisor - Children's Services
Chemical Dependency Specialist-Clinical Supervisor
Chief Management Analyst
Clinical Services Coordinator (Community Mental Health)
Computer Applications Programmer/Analyst
Managed Care Coordinator
Mental Health Specialist-Clinical Supervisor
MHS Clinical Supervisor-Children's Services
Psychologist I
Senior Psychiatric Social Worker
Standards Compliance Coordinator
Systems Programmer
Tax Map Surveyor

GRADE 20

Chemical Dependency Specialist-Unit Leader
Mental Health Specialist-Unit Leader
Mental Health Systems-Unit Leader
Principal Planner
Senior Engineer
Senior System Programmer
Systems Analyst
Technology Team Leader

GRADE 21

Occupational Therapy Coordinator

Senior Public Health Engineer
GRADE 21 (Continued)

Surveyor

GRADE 22

Physical Therapy Coordinator
Psychologist II
Staff Psychologist

GRADE 23

GRADE 24

Psychologist III

GRADE 25

Psychiatric Nurse Practitioner

SCHEDULE B
GRADE ASSIGNMENTS FOR DEPARTMENT OF PUBLIC WORKS

GRADE 1

Carpenters Helper
Laborer I
Security Attendant

GRADE 2

Equipment Painter
Motor Equipment Operator
Survey Clerk

GRADE 3

Tire Changer

GRADE 4

Highway Inventory Clerk

GRADE 5

Automotive Body Repairer
Automotive Parts Clerk
Bridge Welder
Carpenter
Construction Equipment Operator I
Dispatcher (Highway Department)
Engineering Aide
Laborer II
Machinist
Painter
Right of Way Technician
Senior Tire Changer
Sign Maker
Timekeeper
Welder

GRADE 6

Automotive Mechanic I
Blacksmith
Bridge Crew Leader
Construction Equipment Operator II
Equipment Maintenance Leader

Paint Crew Leader
GRADE 6 (Continued)

Road Maintenance Leader
Senior Equipment Painter
Tree Maintenance Leader

GRADE 7

Automotive Mechanic II
Head Timekeeper
Right-of-Way Agent
Senior Dispatcher
Senior Engineering Aide
Traffic Control and Safety Technician

GRADE 8

Highway Maintenance Specialist

GRADE 9

Assistant Civil Engineer

SCHEDULE C

Vacation shall be credited to each employee as earned on the basis of a monthly pro-ration; including use at six months of accrued days, after 12 months, one may use ten days, or the balance; the equivalent of which shall be ten days per annum, i.e. each vacation "unit" shall equal five sixths of one day per month for those employees who have one through five completed years of service. Upon completion of the first anniversary of service, the total entitlement is ten days vacation. Upon an employee's fifth anniversary of continuous service, such employee will receive a third vacation week, i.e. a week in addition to the two earned. Upon an employee's eighth anniversary of continuous service, such employee will receive 17 days vacation; upon the completion of 12 years of continuous service, an employee will receive 20 days vacation; upon completion of 16 years of continuous service, an employee will receive 22 days vacation; upon completion of 20 years of continuous service, an employee will receive 25 days vacation.

Monthly shall mean four calendar weeks of continuous service. Anniversary shall mean 12 months of continuous service.

SCHEDULE D
SUMMARY OF RETIREMENT SYSTEM PLANS AND OPTIONS

TIER I - (Section 75-i)

ALL THOSE WHO JOINED THE SYSTEM PRIOR TO JULY 1, 1973. YOU ARE ELIGIBLE FOR RETIREMENT AT AGE 55. YOU ARE NOT REQUIRED TO CONTRIBUTE.

With ten years of service credit you are automatically vested which means that your rights are guaranteed, even though you may terminate your employment after that.

Retirement Allowance

The "guaranteed" service retirement allowance, if you retire with 20 or more years of total service, is 1/50th of final average salary for each year of service. If you retire with fewer than 20 years of total service, the service retirement allowance is 1/60th of the final average salary for each year of service. Retirement allowance is paid on a monthly basis.

DEATH BENEFITS WHILE IN SERVICE

Ordinary Death Benefit

A one year service requirement must be met before you are eligible for an Ordinary Death Benefit. The death benefit is 1/12th of your last year's earnings multiplied by the number of years of credited service up to 36 years. The maximum amount payable is three times your last year's salary.

Guaranteed Ordinary Death Benefit - (60-B)

Three times the last year's salary rounded to the next higher multiple of \$1,000 to a maximum of \$20,000. This benefit is payable if it exceeds the regular Ordinary Death Benefit.

Application of Unused Sick Leave

Application of unused sick leave as additional service credit upon retirement, (Section 41-j). This would apply to members for whom the earning and accumulation of sick leave was (prior to the member's retirement) authorized by law, rule, regulations, written order or written policy. Allowable unused sick leave credit would be limited to 165 days and applied as additional service credit on a calendar day basis (i.e. 165 days - approximately five and one half months).

TIER II - (Section 75-i)

ALL THOSE WHO JOINED THE SYSTEM ON OR AFTER JULY 1, 1973, BUT BEFORE JULY 27, 1976.

You are eligible for retirement with full benefits at age 62. For most members there is the additional requirement of at least five years of member service after July 1, 1973. Retirement with reduced benefits is possible between the ages of 55 and 62. With ten years of service you are vested.

You are not required to contribute.

Retirement Allowance

The service retirement allowance for members who retire with 20 or more years of service is 1/50th of final average salary for each year of service. If you retire with fewer than 20 years of total service, the service retirement allowance is 1/60th of the final average salary for each year of service.

DEATH BENEFIT

If you die in service, the Ordinary Death Benefit you selected when you first became a member will be paid to your beneficiary or beneficiaries which are:

- (a) Death Benefit One - One month's salary for each full year of service up to a maximum of three years salary upon the completion of 36 full years of service. No benefit paid after retirement.
- (b) Death Benefit Two - After one year of service, benefit will equal the annual salary. After two years of service, benefit will equal two times annual salary. After three years of service, benefit will equal three times annual salary. However, the benefit is subject to the limitations provided in Section 448 of the Retirement Law.

Application of Unused Sick Leave

Application of unused sick leave as additional service credit upon retirement (Section 41-j). This would apply to members for whom the earning and accumulation of sick leave was (prior to the member's retirement) authorized by law, rule, regulations, written order or written policy. Allowable unused sick leave credit would be limited to 165 days and applied as additional service credit on a calendar day basis (i.e. 165 days - approximately five and one half months).

TIER III - (CO-ESC Plan)

ALL THOSE WHO JOINED THE SYSTEM ON OR AFTER JULY 27, 1976, BUT BEFORE SEPTEMBER 1, 1983.

A Tier III member must render at least ten years of creditable service, at least five years must be rendered after July 1, 1973, and attain age 62 in order to be eligible for a full service retirement benefit. You may retire between age 55 and 62 with reduced benefits. At present, you are required to contribute 3% of your gross salary.

With ten years of service credit you are vested.

Retirement Allowance

The benefit for 20 or more years of service is 1/50th of your final average salary times your years of credited service not in excess of 30 years. The retirement benefit, if you retire with less than 20 years of service, is a pension of 1/60th of your final average salary times your years of credited service.

DEATH BENEFIT WHILE IN SERVICE

Death benefit is 1/12th of the annual salary times the number of years of service (to a maximum of 36 years of service). The total benefit cannot exceed three years salary based on the annual salary at the time of death.

The death benefit is payable if death occurs:

- (1) before effective date of retirement; or
- (2) within 12 months of leaving service.

TIER IV

ALL THOSE WHO JOINED THE SYSTEM ON OR AFTER SEPTEMBER 1, 1983.

A Tier IV member must render at least ten years of creditable service, at least five years must be rendered after September 1, 1983, and attain age 62 in order to be eligible for a service retirement benefit. At present, you are required to contribute 3% of your gross salary.

With ten years of service credit you are vested.

Retirement Allowance

The benefit for 25 or more years of service is 1/50th of your final average salary times your years of credited service not in excess of 30 years. Service in excess of 30 years provides additional benefit equal to 3/200ths of final average salary for each year in excess of 30 years. The retirement benefit, if you retire with less than 25 years of service, is a pension of 1/60th of your final average salary times your years of credited service.

DEATH BENEFIT WHILE IN SERVICE

Death benefit is 1/12th of the annual salary times the number of years of service (to a maximum of 36 years of service). The total benefit cannot exceed three years salary based on the annual salary at the time of death.

The death benefit is payable if death occurs:

- (1) before effective date of retirement; or
- (2) within 12 months of leaving service.

***THE ABOVE RETIREMENT PLANS ARE SUBJECT TO CHANGES THAT MAY BE MADE BY THE STATE LEGISLATURE AS PROVIDED BY LAW**

APPENDIX A

FAMILY MEDICAL LEAVE ACT (FMLA)

Family leave shall be granted to an eligible employee to a total of 12 work weeks of leave during any 12 month period for the following:

- A. because of the birth of a son or daughter of the employee and in order to care for such son or daughter; or
- B. because of the placement of a son or daughter with the employee for adoption or foster care; or
- C. in order to care for the spouse, son, daughter or parent of the employee, if such spouse, son, daughter or parent has a serious health condition; or
- D. because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

An employee entitled to leave under this policy may be required to use accrued vacation, personal leave, or, for leave granted under paragraphs C or D, sick leave, for any part of a 12 week period of leave granted pursuant to this policy.

The County shall maintain coverage for health and dental insurance to an employee, on leave pursuant to this section for the duration of the 12 week period, and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave. The County may, to the extent permitted by this collective bargaining agreement, recover premiums that it has paid for the maintenance of health insurance coverage if the employee fails to return from leave granted pursuant to this policy, unless such failure to return results from the conditions necessitating the leave or such failure to return is beyond the control of the employee.

Nothing contained in this provision shall otherwise limit the obligations of the employer or the employee under the provisions of the Family Medical Leave Act

WARD TODD, CHAIRMAN OF THE ULSTER COUNTY LEGISLATURE, AND KEVIN P. DUMOND, UNIT PRESIDENT, ULSTER COUNTY UNIT, LOCAL 856, ANNOUNCE, THE FOLLOWING ITEMS (ATTACHED) AS A TENTATIVE AGREEMENT TO EFFECT A FOUR YEAR COLLECTIVE BARGAINING AGREEMENT, JANUARY 1, 2002, THROUGH DECEMBER 31, 2005, IN WITNESS THEREOF OF THIS AGREEMENT HAS BEEN SIGNED BY THE DULY AUTHORIZED OFFICERS OF THE RESPECTIVE PARTIES ON THE DATE AND YEAR BELOW.

**WARD TODD, CHAIRMAN
ULSTER COUNTY LEGISLATURE**

**KEVIN P. DUMOND
UNIT PRESIDENT**

DATE

DATE

**PAMELA BAISLEY
LABOR RELATIONS SPECIALIST**

DATE