MEMORANDUM OF AGREEMENT REGARDING THE TERMS AND CONDITIONS OF PUBLIC EMPLOYMENT

BETWEEN

THE COUNTY OF DELAWARE

AND

THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO

JANUARY 1, 2010 - DECEMBER 31, 2011

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A MEMORANDUM OF AGREEMENT REGARDING THE TERMS AND CONDITIONS OF PUBLIC EMPLOYMENT BETWEEN THE COUNTY OF DELAWARE AND THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO.

THE COUNTY OF DELAWARE, a municipal corporation of the State of New York, with offices in the County Office Building, Delhi, New York, hereinafter designated as "the County"; and

THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO. hereinafter referred to as "the Union".

WHEREAS, the parties hereto desire to promote harmonious and cooperative relationships between them in accordance with the policy expressed in the Public Employees Fair Employment Act, Article XIV of the Civil Service Law, Section 200-212, Resolution #42 dated June 12, 1968, creating Delaware County Public Employees Relation Board, and now THEREFORE, in consideration of the premises, it is mutually agreed between the parties hereto as follows:

ARTICLE I RECOGNITION

The County recognizes for the duration of this agreement the Union as the sole and exclusive representative for all employees excluding: [a] All nurses employed in the Public Health Department; [b] All regular full-time employees in the Sheriff's Department in the titles of Corrections Officer, Deputy Sheriff, Sergeant and 1st Sergeant; [c] All elected officials; [d] All seasonal employees; [e] Part-time employees who work less than an average of twenty-four (24) hours per week; [f] All department heads and County officers; Those full-time positions to be excluded from the bargaining unit are set forth in Appendix C attached hereto and incorporated herein by this reference.

Employee Definitions:

<u>Full-Time Regular Employees:</u> All employees are to be considered full-time regular employees unless they come under one of the following categories:

- 1. **Part-Time Employees:** Are those employees who for the purpose of defining this bargaining unit only are those employees whose regular work schedule is less than an average of twenty-four (24) hours per work week.
- 2. **Permanent Part-Time Employees:** Are those employees whose regular work schedule is between twenty-four (24) and thirty-two (32) hours per work week.
- 3. <u>Temporary Employees:</u> Are those employees who are employed for a specified period of time. Temporary employees shall normally be employed for a period not to exceed ninety (90) days but may be retained for a longer period if they are employed in place of an employee on leave of absence.
- 4. <u>Seasonal Employees:</u> A seasonal employee is an employee hired to fill a position where the nature of the service is such that it is not continuous throughout the year but recurs in each successive year.
- 5. **OET/CDO Workforce:** Are those employees who are employed as participants and those employees paid out of administrative funds under the Workforce Investment Act.

ARTICLE II DURATION OF AGREEMENT

This agreement shall be effective from January 1, 2010 until December 31, 2011 inclusive and from year to year thereafter unless either party serves termination notice on the other party by Certified Mail postmarked by June 1st as may correspond to a year of subsequent renewal. Termination may be in whole or in part if so specified.

ARTICLE III RENEGOTIATION

The parties agree that it is desirable and mutually beneficial that negotiations of a subsequent agreement begin in a timely manner. Therefore, the parties agree to make a good faith effort to commence negotiations for a subsequent agreement by July 1 prior to the date this agreement expires. However, if either party is unable to commence negotiations by the date indicated both parties shall still have the duty to negotiate. If such agreement is not concluded by the first working day in September, either party may request the New York State Public Employees Relations Board to designate a mediator to assist the parties to reach agreement. Either party may request that the New York State Public Employees Relations Board appoint a fact-finding Board in accordance with the rules of PERB.

ARTICLE IV PRIORITY OF AGREEMENT

- 1. Where provisions of this Agreement are in conflict with County policy or practices, this Agreement shall govern, except as provided by law.
- 2. Nothing herein contained shall be construed to deny or restrict any employee any rights he may have under Civil Service Law or any other applicable laws and regulations. The rights provided to employees hereunder shall be deemed in addition to those provided elsewhere.

ARTICLE V UNION STATUS AND RIGHTS

- 1. **RIGHT OF ORGANIZATION:** Employees shall have the right to join and participate in the Union for the purpose of this Contract.
- 2. **RIGHT OF REPRESENTATION:** Employees shall have the right to be represented by the Union and to negotiate collectively with the County in the determination of their wages, hours and terms and conditions of employment, and the administration of grievances.
- 3. **NON-DISCRIMINATION:** The County and the Union will not discriminate against any employee with respect to wages, hours, or terms and conditions of employment by reason of race, creed, color, national origin, age, sex, or marital status, except as such conditions may constitute a bonafide occupational or assignment qualification.

4. **DUES-DEDUCTION:**

- A. The County agrees to deduct from the salaries of full and part time employees membership dues or agency shop fees for the Union in a manner consistent with the law.
- B. Delaware County shall deduct bi-weekly from the wages of each employee and remit to the Treasurer of the CSEA, Inc., Capital Station, Box 7125, Albany, New York 12224 membership dues and/or agency shop fees, and other authorized deductions. The Union assumes responsibility for the disposition of such funds so deducted once they are turned over to the Union.
- 5. **PAYROLL DEDUCTION:** The County agrees to provide payroll deductions as specified by CSEA for employees insurance provided through CSEA.

ARTICLE VI UNION TIME

1. Duly authorized representatives of the Union shall be permitted to transact official Union business directly related to the administration of this Agreement and on County property during the workday, but at a reasonable time and in a reasonable manner that shall not interfere with or interrupt work or the individual duties and responsibilities of such representatives as County employees.

- 2. The Union shall certify to the County the names of authorized representatives and the Field Staff Representative in the areas in which their representation is effective.
- 3. When Union representatives meet by agreement with a County representative during the day, such meeting shall be without loss of pay.
- 4. Subject to reasonable rules with respect to security, safety and operating requirements, representatives of the Union may be granted access to working areas in County facilities during the working hours in such areas of employment covered by this agreement, for the purpose of observing whether the terms of this agreement are being maintained.

Union representatives desiring to conduct Union business during the work day must obtain prior approval of their department head and the head of the department in which they wish to conduct Union business. Approval of such requests shall be dependent on the work requirements of the departments involved, but shall not be unreasonably denied. In requesting permission to conduct Union business, Union representatives shall specify what employee(s) will be involved, and the amount of time required to conduct such business. All such requests shall be in writing and submitted at least two working days in advance of the date requested.

5. <u>BULLETIN-BOARDS:</u> The Union shall have the right to post notices of its legitimate activities on Union bulletin boards provided by the County in each County building. No communications posted or mailed shall tend to impugn the good name, justly or unjustly, of any person, organization or group.

Notices posted on Union bulletin boards shall be approved in advance by the appropriate department head, not later than two working days after the request for approval has been received by the department head. Holidays, Saturdays and Sundays will not be considered as working days. In the event a disagreement arises between a department head and the Union over the posting of a particular notice, the matter will be referred to the Personnel Officer for a decision. Any notice posted without the approval of a department head or the Personnel Officer may be removed immediately by the County.

6. The County will credit a total of nineteen (19) working days as paid leave time for authorized union delegates to attend C.S.E.A. Board of Directors meetings, annual convention, and official regional meetings. Six (6) of the aforementioned nineteen (19) leave days including fringe benefit costs will be reimbursed to the County by C.S.E.A. The union president shall notify the appropriate department head and the Personnel Officer at least ten (10) working days in advance of the dates the leave time is to be used. Said notice shall specify the employee(s) to be using the leave, the dates requested off, and the number of paid leave days to be used by each employee. Departmental approval of the time off shall be dependent on the work requirements of the department but shall not be unreasonably denied.

ARTICLE VII EMPLOYEE STATUS AND RIGHTS

1. **POSITION CLASSIFICATIONS:** No employee shall be appointed or assigned under any title not appropriate to the duties to be performed as determined in the specification for that title under the position classification system for the County of Delaware. There shall be a uniform wage scale for all employees in all County Departments who are classified in the same category and labor grade.

2. **PROMOTIONS:**

- A. Any advancement of an employee from a position in one title to a position in another title for which a higher maximum rate of pay (exclusive of any premium pay) is prescribed shall be deemed a promotion.
- B. Notices of promotion examinations or opportunities are to be posted conspicuously in all offices and departments occupied by eligible employees. The Personnel Office shall provide the President of CSEA with forty-one (41) copies of all Civil Service examination announcements and promotion opportunities. The Union President shall be responsible for

- insuring that notices of promotional opportunities and examination announcements are posted in work sites.
- C. In making promotions, the appointing authority will consider giving the opportunity to senior qualified employees within the department whenever they occur; second opportunity to be given to qualified County employees currently employed in other departments. Vacancies to be filled from outside only after exhausting previous possibilities.
- D. The following shall be applicable to promotions within the non-competitive and labor classes only:
 - 1) Notices of promotional opportunities shall include the title of the position, minimum qualifications, work location, hourly rate or salary range, date announced and the last date applications will be accepted.
 - 2) The last filing date shall be at least fifteen (15) working days from the date the Personnel Office announces the opening.
 - 3) Employees wishing to be considered for a vacancy must file an application for promotion with the Personnel Office after the vacancy is announced and prior to the last filing date. Applications filed at any other time will not be considered. Such applications shall be provided by the Personnel Office and shall include the names of the employee, present title and work location, title and location of position applied for, and qualifications.
 - 4) In making a permanent appointment the appointing officer shall have the right to select any one of the top three (3) applicants with the greatest seniority who meet the minimum qualifications and have the ability and physical fitness to perform the work of the position.
 - 5) Pending a permanent appointment the appointing officer may make a temporary appointment to a vacant non-competitive or labor class position.

3. SENIORITY AND TENURE

A. **COMPETITIVE**

Seniority for competitive class employees shall be in accordance with Civil Service Law.

B. NON-COMPETITIVE AND LABOR CLASS - SENIORITY

- 1) There shall be two types of Seniority for non-competitive and labor class employees, one for regular full-time employees and one for permanent part-time employees. Unless otherwise provided these two types of seniority shall be exclusive of each other and permanent part-time seniority shall be subordinate to regular full-time seniority.
- 2) Regular full-time seniority shall be the length of continuous service since the date of permanent appointment as a regular full-time employee.
- 3) Permanent part-time seniority shall be the length of continuous service since the date of permanent appointment as a permanent part-time employee. In those instances where permanent part-time employment is immediately preceded by permanent regular full-time employment with no break in service occurring, the date of permanent appointment shall be the date of permanent appointment as a regular full-time employee.
- 4) Seniority shall be by occupational title and department.
- 5) Temporary and part-time employees shall not acquire seniority during such employment.
- 6) Breaks in service A resignation, dismissal or a change in status to a part-time employee shall constitute a break in service. However, a dismissal which later is reversed shall not constitute a break in service.
- 7) A temporary appointment immediately preceded and followed by a permanent appointment shall not constitute a break in service.
- 8) An authorized leave of absence will not constitute a break in service.
- 9) A layoff followed by a reinstatement within one (1) year will not constitute a break in service.

C. PROBATIONARY PERIOD

Probationary period for competitive, non-competitive, and labor class employees shall be in accordance with the Delaware County Civil Service Rules.

D. LAYOFF COMPETITIVE CLASS

Layoff procedures for competitive class employees shall be in accordance with Civil Service Law and Delaware County Civil Service Rules.

Effective with recalls on or after January 1, 2004, competitive class employees recalled within one year will be restored to their former benefit level with respect to health insurance.

E. LAYOFF NON-COMPETITIVE AND LABOR CLASSES

- 1) Whenever non-competitive or labor class positions are abolished or reduced in rank or salary grade, incumbents shall be laid off or demoted in the inverse order of their seniority by title and department. The County shall give written notice to those employees to be laid off and the president of CSEA at least ten (10) working days prior to the effective date of the layoff. If requested to do so the Personnel Officer shall meet with Union representatives to discuss the layoffs.
- 2) Employees who are notified of an impending layoff may exercise their seniority rights in the same or lower occupational classification in the same department by bumping a less senior employee provided the employee who is doing the bumping has the qualifications and ability to perform the duties of the other occupational classification and is willing to accept the work location of the employee to be bumped.
- An employee who has received a notice of layoff and who wishes to bump must file a written notice of his or her intent to bump with the Personnel Office. Such notice shall indicate the title(s), shift(s) and location(s) the employee would be willing to accept. An employee who fails to submit a bumping notice within three (3) working days of the effective date of his or her layoff will lose his or her right to bump.

F. RECALL

- 1) Employees laid off shall retain the right to be recalled for a period of one (1) year from the date of their layoff.
- 2) In the event the work force is to be increased following a layoff the Personnel Officer shall notify the Union president, in writing, of such recall opportunities and shall meet with Union representatives to discuss same if requested to do so.
- Notices of recall opportunities shall be sent to laid off employees at their last known address by certified mail. Such notice shall include the title(s) of available position(s), salary and location. If an employee fails to respond to the notice within ten (10) working days from the date of the mailing of the notice he or she shall lose all recall rights and shall be considered to have quit.
- 4) Employees will be recalled according to seniority with the employee with the greatest seniority who meets the qualifications and has the ability to perform the duties of the position being recalled first.
- 5) Non-competitive and labor class employees laid off and recalled within one year will be restored to the wage step they were on prior to lay off, and will be restored to their former benefit level with respect to health insurance.
- 6) Employees who believe their layoff or recall is not in accordance with the provisions of this Article may seek reinstatement through the grievance procedure.

4. INTRADEPARTMENTAL TRANSFERS AND SHIFT CHANGES

Employees who wish to be transferred to a different unit or shift within his or her department where such a transfer would not involve a promotion, will be required to file an application for transfer with his or her department head. Whenever a vacancy occurs the department head will have the right to select one of the top three (3) employees by seniority, who have filed an application for transfer, and who meet the minimum qualifications of the position, and who have the ability to perform the work.

5. DISCHARGE AND SUSPENSION REVIEW

- A. Regular full-time and permanent part-time employees covered by this agreement in the non-competitive and labor classes shall be entitled to the following procedure before discharge or suspension of more than five (5) days in a calendar year. In cases of damage to person or property such as theft, fighting, or patient abuse, employees may be discharged or suspended pending a hearing. The beginning date of a period of proposed suspension shall govern the calendar year in which the period of suspension falls. The proposed starting date of the suspension shall not be unreasonably delayed nor shall it be manipulated in order to avoid this review procedure. Employees qualify for this procedure after completion of two (2) years of continuous full-time or permanent part-time service.
- B. An employee who is notified that he or she is to be discharged or suspended may request a hearing to review his or her discharge or suspension. Said request shall be made no later than ten (10) days following receipt of the notice of discharge or suspension.
- C. The request shall be made in writing and shall be delivered to the County Personnel Officer.
- D. The Personnel Officer shall, within five (5) working days of the receipt of the request, contact the designee of the unit president in order to attempt to mutually agree upon an impartial hearing officer. In the event that the parties are unable to agree upon an impartial hearing officer within five (5) working days, a hearing officer shall be appointed in accordance with the following:
 - 1) Either party shall secure a list of five (5) candidates named by the New York State Public Employees Relation Board as a possible hearing officer.
 - 2) The parties shall meet and will determine by lot which party will first select from said list a candidate to be eliminated as a hearing officer. The other party then selects another candidate to be eliminated. This procedure continues with the parties alternately making selections until only one candidate remains, and he or she is deemed to be the hearing officer appointed by the parties.
 - 3) The fees and expenses, if any, of the hearing officer shall be borne equally by the County and the Union.
 - 4) Within fifteen (15) working days of the date of his or her selection the hearing officer shall conduct a formal hearing to review the employee's discharge or suspension. Said time limit may only be extended by mutual agreement of all parties.
 - 5) The hearing officer shall notify in writing the employee, designee of the unit president, the employee's department head and the County Personnel Office of the date, time and location of the hearing. Such notification shall be at least five (5) working days prior to the date of the hearing.
 - 6) The hearing officer will conduct the hearing under the following guidelines:
 - a) Compliance with technical rules of evidence will not be required.
 - b) The hearing officer shall maintain an official record of all communications, documents, records, exhibits, etc., including any minutes, recordings and/or notes of the testimony given at the hearing. This record shall be available for inspection by the employee's department head, the Personnel Officer, the employee, or other persons authorized in writing by the employee. However, this record shall not be deemed a public record. The aforementioned individuals shall also have the right to copy or have provided, at their expense, copies of any information in the hearing record. Upon the completion of the hearing process the hearing officer shall forward the record of the hearing to the Personnel Officer. The Personnel Officer shall then assume responsibility for maintaining said record.
 - c) The employee shall have the right to have a Union representative, counsel, or any other representative present during the hearing.
 - d) The employee will have the right to confront and cross examine all witnesses called to testify and to call witnesses on his or her own behalf.
 - 7) Upon completion of the hearing the hearing officer will submit to the County Personnel Officer along with the hearing record a report of his finding and recommendations relative to the employee's discharge or suspension.

- 8) In cases of discharge the hearing officer may recommend that:
 - a) The discharge was justified;
 - b) That the discharge was not justified and that the employee be reinstated with no penalty or punishment;
 - c) That the discharge was too severe a punishment and that the employee be reinstated with the following penalty:
 Either:
 - 1] A demotion in grade or title;
 - 2] Suspension without pay for a period not exceeding two (2) months;
 - 3] A fine not exceeding one hundred (\$100.00) dollars to be deducted from the salary of the employee.
- 9) In cases of suspension without pay the hearing officer may recommend that:
 - a) The suspension was justified;
 - b) That the suspension was not justified and that no penalty be imposed;
 - c) That the suspension was too severe a punishment and that the employee be subject to a lesser penalty to be specified by the hearing officer.
- 10) The Personnel Officer shall not be bound to follow the hearing officer's recommendations. After review of the evidence in the hearing record the Personnel Officer may either:
 - a) In cases of discharge:
 - 1] Confirm the discharge;
 - 2] Set aside the discharge and direct that the employee be reinstated with or without back pay;
 - b) In the event that he finds that there was unsatisfactory job performance or misconduct but that the penalty recommended was not appropriate, he may substitute either:
 - 1] A fine not to exceed \$100;
 - 2] Suspension without pay not exceeding two (2) months
 - 3] A demotion in grade or title.
 - c) In cases of suspension without pay:
 - 1] Confirm the suspension proposed by the department
 - 2] Find that the suspension proposed by the department was too severe a punishment and accept the penalty recommended by the hearing officer or substitute an alternative penalty or no penalty at all.
- 11) The Personnel Officer shall notify the employee and the appropriate department head of his decision within five (5) working days of the receipt of the recommendations from the hearing officer.
- 12) The decision of the Personnel Officer shall be final and binding.
- 13) This procedure shall not give an employee any additional rights to appeal under Article 76 of the Civil Service Law or any other laws.

ARTICLE VIII WORK WEEK - HOURS OF WORK

- 1. The work week of an employee shall be determined on a recurring seven (7) day basis starting with the first day of a pay period and ending seven (7) days later.
- 2. Positions will be designated by title in Appendix A as either forty (40), thirty-five (35), etc., hours per week.
- 3. Those employees employed on a thirty-five (35) hour per week basis will work seven (7) hours per day exclusive of meal periods, five (5) days per week. Generally the work schedule for office personnel shall be 9:00 a.m. to 5:00 p.m. with one (1) hour lunch period. However, the scheduling of the seven (7) hour work day may vary where the nature of the work requires different coverage such as the Department of Public Works. However, there shall be a minimum of one-half (½) hour lunch period.

- 4. Those employees employed on a forty (40) hour per week basis will work eight (8) hours a day exclusive of meal periods, five (5) days per week with a minimum of one-half (½) hour lunch period.
- 5. The eight (8) hour work day shall normally be scheduled between the hours of 7:00 AM. and 5:00 PM, unless department requires 24/7 coverage.
- 6. However, the scheduling of the hours to be worked, the starting and quitting time, lunch periods, compensation time and other details of the work week shall be the prerogative of the governing body of Delaware County or the Department Head in each particular department so long as they do not violate any existing Federal or State Law.
- 7. The established work schedule shall not be changed without reasonable advance notice to the employee except in an emergency when it is necessary to do so to provide for continuation of County services.
- 8. There shall be no rescheduling of days off or tours of duty for the sole purpose of avoiding the payment of overtime.
- 9. This provision shall in no way restrict the County's right to modify any schedule that is instituted if such schedule proves to be inefficient or unworkable.

ARTICLE IX COMPENSATION

- 1. Compensation of **regular full-time employees** shall be in accordance with the wage structure and wage administration procedures set forth in Appendix A.
- 2. **Permanent part-time employees** shall be paid an hourly rate in accordance with the salary schedule in Appendix B and their wage shall be administered in accordance with the procedures set forth in Appendix A.
- 3. **Part-time employees** shall be paid an hourly rate comparable to their experience and background for the work assigned and shall not be entitled to annual increments.
- 4. **Temporary employees** shall be paid a rate comparable to the minimum of the labor grade for the position they are filling. Temporary employees who have been employed on a temporary permanent part-time or temporary full-time basis for at least six months as of January 1 will receive an increment.
- 5. OET/CDO Workforce employees who are mandated by federal law to enjoy benefits shall be paid in the same manner as regular full-time employees and shall receive annual increments.
- 6. Seasonal employees shall be paid a rate comparable to their experience and background for the work assigned and shall not be entitled to annual increments.
- 7. Effective January 1, 2010, there will be no salary increase for Delaware County employees. Eligible employees will receive increments where due.
- 8. Effective January 1, 2011 full-time salaried in the bargaining unit will receive a one thousand dollar (\$1,000) across the board pay increase over their December 31, 2010 pay; plus increments where due. Full-time hourly employees in the bargaining unit will receive .4808 cents per hour pay raise; plus increments where due. Permanent part-time employees in labor grades one (1) through five (5) shall receive a forty-eight (.48) cents per hour pay raise; plus increments where due. Salary schedules will be adjusted accordingly.
- 9. Effective 1/1/04 all employees hired after 1/25/95 shall be eligible for a step increase provided that there has been no disciplinary action, counseling memoranda or negative evaluation of that employee during the past calendar year. In the event of a disciplinary action, counseling, memorandum or negative evaluation, the department head may recommend and subject to the approval of the Personnel Officer, the employee not be eligible for a new increment until such employee has been without a negative appraisal or disciplinary action for one year. The employee may be eligible for a new increment at the next January cycle. The above determination shall not be subject to the grievance arbitration procedure or the discharge and suspension review procedure of the collective bargaining agreement Upon the request of the employee or his representative, a meeting will be held with the employee, his representative, the Personnel Officer and the

Department Head within 7 days of notification that no increment will be paid. The decision of the Personnel Officer shall be final and binding. Those employees hired after 1/25/95, shall be eligible for the next step in the salary schedule. No employee hired after 1/25/95 shall be eligible for more than one step increase based upon the years of service between 1/25/95 and the day of settlement.

Entitled employees who received an unsatisfactory evaluation, or who have been counseled regarding unsatisfactory work performance or behavior during the current year may not receive an increment in the ensuing year. The decision on whether an employee does not receive an increment will be made by the Department Head, with the approval of the Personnel Officer. The employee must have been informed that the unacceptable performance or behavior could result in not receiving an increment, at the time of the evaluation or during the counseling session. Any new evaluation procedure will be subject to negotiations as required by the Taylor Law.

- 10. Hourly rates that appear in the Salaried schedule shall be computed by dividing the base salary and each step by the number of regular work hours in a year rounded to four decimal places.
- 11. In the event the parties have not reached an agreement on salaries by January 1 of any given year, the County shall have the right to adjust the hourly rates that appear in the salaried schedule by dividing the prior year's annual salary by the number of work hours in the upcoming year. The number of work hours will be determined by multiplying the number of normal work days (260, 261 or 262) times the number of normal work hours in a day (8, 7.5 or 7).

In a year where 261 work days exist:

- 261 days X 8 hours/day = 2088 hours for 40 hours per week positions;
- 261 days X 7.5 hours/day = 1957.5 hours for 37.5 hours per week positions;
- 261 days X 7 hours/day = 1827 hours for a 35 hours per week positions.
- 12. **PREMIUM PAY:** The following premium pay is subject to overtime computation:
 - A. Hourly Department of Public Works personnel employed prior to January 1, 1975, and who are assigned to bridge work, will receive fifteen (15) cents per hour in addition to their regular hourly rate.
 - B. Hourly Department of Public Works personnel hired subsequent to January 1, 1975, and who are assigned to bridge work, will receive fifteen (15) cents per hour in addition to their regular hourly rate for hours worked on such assignments.
- 13. **LONGEVITY PAY:** Effective January 1 of the year in which a full-time salaried employee reaches twenty (20) years of continuous service as a regular full-time or permanent part-time employee, one thousand dollars (\$1000) will be added to his or her annual salary. The \$1000 will be converted to an hourly rate for full-time hourly employees by dividing the \$1000 by the total number of normal work hours in a given year, i.e. a 40 hour week in 1995 equals 2080 hours divided into \$1000 equals \$.4808 per hour. Permanent part-time employees will receive a prorated amount of the \$1000 by adding an hourly amount to their hourly rate. The hourly amount to be added will be converted using the same method used for full-time hourly personnel. The longevity of \$1000 or hourly amount will not be added to an employees' annual salary or hourly rate in computing raises but will be considered part of their salary or hourly rate for other purposes, i.e. overtime, etc.

14. SHIFT DIFFERENTIAL:

- A. Employees in the Building Maintenance Department shall receive seventy-five (75) cents per hour for all hours worked between 6:00 PM. and 11:59 PM, and one dollar (\$1.00) per hour for all hours worked between 12:00 AM and 5:00 PM.
- B. Dispatchers in the Sheriff's Office shall receive 75 cents per hour for all hours worked between 3:00 PM and 10:59 PM, and one dollar (\$1.00) per hour for all hours worked between 11:00 PM and 7:00 AM.
- 15. **LABORERS:** Persons employed as Laborers will be paid in accordance with the hourly schedule contained in Appendix A.

16. **OVERTIME**

A. All hourly rated Department of Public Works employees shall receive time and one-half for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. All salaried employees shall receive compensatory time off according to existing departmental policies for all hours worked in excess of their normal number of hours per week, but will receive time and one-half for all hours over forty (40) hours per week if required by State or Federal Law. Registered Professional Nurses, Head Nurses, Supervising Nurses and other positions requiring the incumbent to be a registered professional nurse will receive time and one half (1 and ½) for all hours worked in excess of forty (40) hours per week.

When it is impracticable to grant compensatory time off, the County may, within a reasonable period of time, pay a salaried employee for overtime work.

- B. Except in emergencies no employee shall work overtime unless said overtime is necessary and has been approved by the appropriate department head or his designee.
- C. Authorized overtime will be assigned to an employee in one-quarter (1/4) hour units only. Employees will be paid for 15 minute overtime units as follows:

Extra Time Worked	Time Paid
Less than 5 minutes	0
5 minutes or more	15 minutes

Examples:

Extra Time Worked	Time Paid
4 minutes	0
5 minutes	15 minutes
19 minutes	15 minutes
20 minutes	30 minutes
34 minutes	30 minutes
35 minutes	45 minutes
49 minutes	45 minutes
50 minutes	60 minutes

D. Employees will be "docked" for late arrival, utilizing the same quarter (1/4) hour unit principle as overtime assignment, as follows:

Minutes Late	<u>Time Paid From</u>
Less than 5 minutes	Paid from regular starting time
5 - 19 minutes	15 minutes after regular starting time
20 - 34 minutes	30 minutes after regular starting time
35 - 49 minutes	45 minutes after regular starting time
50 - 60 minutes	60 minutes after regular starting time

The parties agree that this procedure shall only be used to determine how employees will be paid for late arrivals. This procedure will not change how arrival times are recorded, i.e. arrival times will be recorded as the actual time an employee arrives at work.

This procedure will not constitute a definition of late arrival, i.e. employees arriving at work less than five minutes after their normal starting time will still be considered late.

- E. The following shall not be considered hours worked for the purpose of computing overtime:
 - 1) Comp Time
 - 2) Sick leave, except as hereinafter provided.(see Article X, 9, Sick Leave, Article XVII, for detail)

F. The following shall be considered hours worked for the purpose of computing overtime:

- 1) Holidays
- 2) Bereavement in the immediate family as referred to in Article X, Section 11 A.
- 3) One-half bereavement days for co-workers or close friends.
- 4) Vacation
- 5) Administrative Leave
- 6) Personal Time
- 7) Jury Duty
- 8) Military Leave
- 9) Minimum Call In Time
- 10) **Through December 31, 2010**, except as hereinafter provided, sickleave, if prior to the second Thursday following the end of the pay period, the illness is verified by a physician's statement. Full-time employees, who as of January 1, have worked the entire prior calendar year and who have used the equivalent of three days or less of undocumented sick leave within that calendar year or have less than an equivalent of three days without pay, or who have a combination of sick leave and days without pay totaling three days or less, will not be required to document sick leave for overtime purposes during the upcoming year. This provision shall not restrict the County's right to ask for a physician's statement for any absence in excess of three days or for a pattern of abuse of sick leave pursuant Article X, Sick Leave and that such a statement will be used for overtime purposes.

Effective January 1, 2011: Full-time employees, who as of January 1 have worked an entire prior calendar year, and who have used the equivalent of three days or less sick leave* within the current calendar year, or have less than an equivalent of three days without pay, or who have a combination of sick leave* and days without pay totaling three days or less, will have sick leave count as time worked for overtime purposes. After the employee exceeds three days of sick leave* for the current calendar year, sick leave will not count as time worked for overtime purposes for the remainder of the current calendar year. This provision shall not restrict the County's right to ask for a physician's statement for any absence in excess of three days or for a pattern of abuse of sick leave pursuant Article X, Sick Leave.

*excluding documented extended illnesses (3 or more contiguous days with documentation)

- G. Hourly rated employees, employed in the County Department of Public Works, who are required to work on Independence Day, Christmas and/or Thanksgiving, on other than regularly scheduled work assignments, shall be compensated at one and one-half (1 and ½) times their regular hourly rate for such hours worked. Such compensation shall be in addition to their regular straight time Holiday pay.
- H. Salaried employees may accumulate a maximum of two weeks compensatory time. Any compensatory time earned in excess of two weeks shall, at the discretion of the department, be paid in the pay period it is earned, or be used no later than in the following pay period.
- 17. MINIMUM CALL IN TIME Employees who have completed their work day and who have left their work site and who are then called back to work will be paid for a minimum of four (4) hours or they will be granted a minimum of four (4) hours compensatory time. Such guaranteed minimum call in pay will not apply to an uninterrupted extension of the normal work day or where an employee is called in prior to the commencement of his or her normal work day and such call in work extends into the starting time of his or her next regularly scheduled work day. All four hour minimum call in time will be considered time worked for computing overtime.
- 18. **OVERTIME ASSIGNMENT** The County agrees to develop written procedures and schedules for the assignment of overtime associated with snow removal and sanding and salting operations in the Department of Public Works. Such procedures will provide that:
 - A. Documentation of those individuals desiring overtime is maintained;
 - B. Records of employee refusal of overtime and attempts to call persons in are maintained;

- C. Assignment of overtime is done on a rotational basis, so that overtime is distributed in a relatively equal manner.
- D. Not withstanding any other provision of this article or any other provision of this agreement under no circumstances shall an employee be paid more than time and one-half for any hours worked.
- 19. **ON-CALL PAY** Employees in the Social Services, Mental Health, Probation Department, and Office for the Aging who are on-call will receive the following hourly on-call rates:
 - \$1.00 per hour for a weekday
 - \$1.25 per hour for a weekend day
 - \$1.50 per hour for a holiday
 - A. For purposes of computing on-call pay:
 - 1) A day shall be a twenty-four (24) hour period starting at 12 a.m.;
 - 2) Weekend days are Saturdays and Sundays;
 - 3) Holidays shall be those days observed by the County as holidays. December 25th and January 1st shall also merit holiday on-call pay when these dates are not observed as holidays by the County.
 - B. Employees will have the option of receiving compensatory time instead of pay if the department head agrees. Compensatory time will be calculated by dividing the hourly on-call rate by the employee's hourly rate, and rounding to the nearest quarter hour.
 - C. Employees will not receive the four (4) hour minimum call-in pay if they are called in during the time they are on-call.
 - D. Employees who do not respond to a call during an on-call period will not be paid on-call pay for that period. The County has the right to discipline employees who do not respond to calls during an on-call period. Hours on-call will not be considered as hours worked for the purposes of computing overtime. However, when an employee is called in to work all hours actually worked will be used in determining eligibility for overtime.
 - E. On call pay will cease during the hours the employee is drawing their regular rate of pay or overtime.
- 20. **TRAVEL PAY:** Travel required by the employer will be considered time worked. The parties agree that this section shall not be interpreted to mean that employees will be paid for travel that would normally be required for commuting to work. The parties agree to form a joint committee to develop guidelines to implement this section.
- 21. **PAY PERIODS:** A system of twenty-six (26) pay periods per year, is agreed to and shall be continued.
- 22. **OUT-OF-TITLE WORK:** Employees who are temporarily assigned to work in a higher job classification will be paid a salary equivalent to the salary they would have received if they had been promoted to the higher classification subject to the following conditions:
 - A. Employees must be assigned to the higher duties in writing by the Department Head with the approval in writing by the Personnel Officer.
 - B. Employees are assigned to the higher classification for at least five (5) consecutive work days.
 - C. At the end of the temporary assignment the employee's salary will be reduced to the salary he or she was receiving previously.
 - D. Employees will be paid the higher out of title rate for hours actually worked and not for paid leave time used during the time they work out of title.
 - E. Use of paid leave time during the time an employee is working out of title will not break the consecutive workdays.

ARTICLE X EMPLOYEE BENEFITS

- 1. The following employees are entitled to the benefits delineated in this Article:
 - A. All regular full-time employees.
 - B. Temporary employees who are employed for more than six (6) months.
 - C. Permanent part-time employees will receive pro-rated benefits as specified in this Article.

2. CHANGE IN STATUS

- A. Full-time employees changing to a part time status will lose all previously accrued longevity and benefits including accumulated sick leave.
- B. Full-time employees changing to permanent part-time status will retain previously accrued benefits.
- C. Except as herein indicated, effective upon ratification of the agreement by both parties, the following shall apply to employees who retire under the NYS Retirement System and who must be off the payroll for one day, and who are then re-employed by the County within seven (7) calendar days of their retirement date:
 - 1) These employees will retain the same Status they were at the time they retired, for the purpose of computing their contribution to the health insurance.
 - 2) These employees will be re-credited with any sickleave not applied under Option 41J.
 - 3) These employees will be re-credited with any other paid leave time for which they were not paid or had not used at the time of their retirement.
 - 4) These employees will be re-credited with prior service for the purposes of entitlement to longevity and for calculating vacation allowance.
- D. Employees who are re-employed by the County <u>more than</u> seven (7) calendar days after their retirement date will be considered Status 2 employees.
- 3. A day for the purpose of computing sick leave, vacation, bereavement, personal days, etc., shall be as follows:
 - A. A day for those full-time employees employed on a 35 hour per week basis shall be seven (7) hours.
 - B. A day for those full-time employees employed on a 40 hour per week basis shall be eight (8) hours.
 - C. A day for those full-time employees employed on a 37.5 hour per week basis shall be eight (7.5) hours.
 - D. A day for permanent part-time employees shall be based on the hours per day should the position be full time. The following are examples of what the day would be based on the title of the position: Examples: Account Clerk 35 Hour Week = 7.0 Hours

Building Maintenance Aide 40 Hour Week = 8.0 Hours Home Health Aide 37.5 Hour Week = 7.5 Hours

4. NOTICE OF RESIGNATION OR RETIREMENT

- A. Except in an emergency employees are required to give ten (10) working days advance notice of their resignation or retirement. Paid leave time shall not be counted as part of the ten (10) days.
- B. Employees who fail to give the required ten (10) working days notice will have their entitlement to any unused paid leave time reduced by one (1) day for each day their notice is deficient.

5. HEALTH INSURANCE

- A. The County will maintain a health insurance plan and a prescription drug plan with a \$5.00 generic and \$10.00 brand name co-pay. Because of the unknown status of health insurance options that will be available to the County in 2011, the County will research alternative health insurance plans during 2010. A health insurance committee will be formed consisting of Union representatives and County administration.
- B. Except as hereinafter indicated, contributions to the cost of health insurance for employees hired by the County before January 25, 1995, whether or not the employee has or is eligible for health insurance coverage, hereinafter referred to as "Status 1 employees", will be determined as follows:

Full-time Employees

1) The County's contribution toward the cost of health insurance, for full-time Status 1 employees, shall be 90% of the cost of an individual plan with or without prescription, or 90% of the cost of a two-person plan with or without prescription or 90% of the cost of a family plan with or without prescription, or a combination thereof.

2) A full-time Status 1 employee's contribution to the cost of health insurance shall be the difference between the cost of the plan the employee selects and the County's contribution to the cost.

Permanent Part-time Employees

- 1) The County's contribution toward the cost of health insurance, for permanent parttime Status 1 employees, shall be 90% of the cost of an individual plan with or without prescription.
- 2) A permanent part-time Status 1 employee's contribution toward the cost of health insurance shall be the difference between the cost of the plan the employee selects and the County's contribution to the cost individual coverage.
- C. Except as hereinafter indicated, contributions to the cost of health insurance for employees hired by the County on or after January 25, 1995, hereinafter referred to as "Status 2 employees", shall be as follows:

Full-time Employees

- 1) The County's contribution toward the cost of health insurance, for full-time Status 2 employees, shall be 80% of the least cost individual plan with or without prescription, or 80% of the least cost two-person plan with or without prescription, or 80% of the least cost family plan with or without prescription, or a combination thereof.
- 2) A full-time Status 2 employee's contribution to the cost of health insurance shall be the difference between the cost of the plan the employee selects and the County's contribution to the same type least cost coverage.

Permanent Part-time Employees

- 1) The County's contribution toward the cost of health insurance, for permanent parttime Status 2 employees, shall be 80% of the least cost individual plan with or without prescription.
- 2) A permanent part-time Status 2 employee's contribution toward the cost of health insurance shall be the difference between the cost of the plan the employee selects and the County's contribution to the same least cost individual coverage.
- D. The County will continue a premium only pre-tax program pursuant to Section 125 of the Internal Revenue Code for as long as such program is permitted under law. During the life of the contract, the parties will review the pre-tax program to determine if additional items should be added such as child care and unreimbursed medical expenses.
- E. Current employees who leave the employment of the County, and then who are re-employed by the County, shall be considered Status 2 employees, except as outlined in the Change of Status section, C(1) above (status at time of retirement).
- F. The County will not pay for double prescription coverage for any employee regardless of their date of employment. The County will continue to pay for double coverage-for those employees who had such double coverage as of May 11, 1989 but will not pay for such double coverage for any other employee. This provision will be implemented as follows: where two employees are eligible to be a dependent on the other's health insurance policy, at the option of the employees, one employee will elect family coverage with the other employee carried as a dependent, or each may elect individual coverage. In the event an employee becomes ineligible for coverage, as the policy holder or as a covered dependent of a policy holder, due to such factors as termination of employment, change in employment status to a position where coverage is not available or divorce, continued coverage will be made available to eligible employees without regard to reopening status, and with no lapse in coverage or disallowance for pre-existing conditions.
- G. Permanent part-time employees who elect to add dependent coverage at the time they become full-time will not be required to wait until the next reopening to add their dependents.
- H. The County will pay its share of the cost of health insurance during such time as an employee is working or receiving paid leave.

Except as otherwise provided employees who go without pay for more than fifteen (15) consecutive working days must assume the cost of their health insurance at such time as the

- coverage paid for by the County ceases. The Personnel Office shall notify such employees when they must assume the cost of their health insurance.
- I. In addition, for those employees with less than six (6) months of accumulated sick leave who become disabled on or off the job, and who file a disability or worker's compensation leave request, the County will continue to pay the cost of health insurance up to a maximum of six (6) months for an off-the job disability or up to a maximum of twelve (12) months for a worker's compensation disability. The six (6) or twelve (12) month limit shall include any time during which an employee is receiving paid sick leave, and shall be for any one injury or illness.
- J. During the duration of this agreement the County shall have the right to change health insurance plans and/or carriers provided any new plan adopted must provide the same or improved benefits as the plan in effect at the time this agreement is executed. A change in health insurance plans and/or carriers could include a self-funded plan. Prior to any new plan being adopted the Union will be given the opportunity to review the proposed plan and reject same if it does not provide the same benefits as contained in the existing plan.
- K. The County will continue to provide an optional dental plan for as long as the County can obtain such a plan through a carrier.

If an employee elects the dental plan instead of the prescription plan, and the dental plan costs more than the prescription plan, the employee will pay 100% of the additional cost of the dental plan.

If an employee elects to have both the prescription and free-standing dental plans, the employee will pay 100% of the cost of the dental plan.

An employee can only change his election regarding prescription or dental plan on January 1st of each year.

- L. Health Insurance Retirees: Employees who retire directly from County service under the New York State Retirement System and who have health insurance through the County at the time of their retirement, will be allowed to purchase, at the retiree's expense, an HMO or PPO and/or prescription offered by the County. Retirees will not be allowed to purchase the traditional BC/BS or major medical experience rated plan offered by the County except if they have the right to do so under COBRA or other federal or state law. When such right expires, said employee must switch to an HMO or PPO.
 - 1) This provision shall:
 - a) Not apply to former County employees who retired prior to the ratification/approval of the agreement by both parties except for those retirees who retired previously but who are still on a County policy under COBRA.
 - b) Only apply at the time of the employee's retirement. If an employee continues health insurance through the County at the time of their retirement but subsequently discontinues such coverage, they will not be eligible to rejoin a County plan.
 - 2) If a retiree fails to submit their required contribution on a timely basis, they will be dropped from the County plan and will not be eligible to rejoin such plan.
 - 3) The right to purchase health insurance through the County will be applicable during the life of the retiree and shall not extend to dependents after the a retiree's death except if required by COBRA or other Federal or State law.
 - 4) The County will notify all retirees and the Union of any termination of coverage for all retirees at least six months prior to the effective date of such termination. This six month notice requirement shall not be applicable to termination of coverage for an individual retiree due to non-payment of premium.
 - 5) Retirees shall be treated in the same manner as active employees in regard to health insurance.
 - 6) Nothing in this provision shall prevent or limit the right of the County to place retirees and/or surviving dependents in a separately rated sub-group.

6. RETIREMENT

- A. Except as hereinafter provided, the County will continue to participate in the non-Contributory 1/60th New York State Retirement Plan retroactive to 1938. Eligibility of employees covered by this agreement shall be governed by the rules and regulations of the New York State Retirement System.
- B. Employees employed on or after July 27, 1976 are covered by retirement plans mandated by the New York State Retirement System, i.e. Tier 3, 4 and 5, and must, as required by the New York State Retirement System contribute to the cost of said plan. Current contribution requirement is three percent (3%) of salary.
- C. In addition to the above retirement coverage, the County agrees to continue the provisions of Option 41J, available under the New York State Retirement System the cost of which will be wholly paid by the County.
- D. The County will continue retirement plan 75i for Tier 1 and Tier 2 members.

7. HOLIDAYS WITH PAY

- A. All full-time employees who have been on the County payroll for the previous thirty (30) consecutive days, who work the last scheduled working day prior to and the first scheduled working day after any of the following eleven (11) holidays shall receive their regular pay for those eleven (11) days, subject to the following conditions as outlined in numbers "d", "e", "f", "g", "h", "I", "j", and "k".
- B. The eleven (11) holidays referred to above are as follows:
 - 1) New Year's Day

Presidents Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Two (2) Floating Holidays

- 2) Two Floating Holidays to be taken on dates selected by the employee subject to the appropriate department head.
- Where employees' work week is Tuesday through Saturday, and when holidays fall on a Monday, the County will provide those employees with the option of a "floating holiday" instead of holiday pay. These "floating holidays" are to be taken on a date selected by the employee subject to the approval of the appropriate department head and may not be used prior to being earned, i.e. they can only be used following the Monday on which the holiday is normally observed.
- C. Permanent part-time employees shall receive the following six (6) paid holidays a year:
 - 1) New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

- D. In those departments where it is necessary to maintain operations, such as the Department of Public Works, etc., a compensatory day will be granted at a time agreeable to both the employee and the department head for those employees required to work on the holiday.
- E. Absences on the last scheduled working day prior to and the first scheduled working day after the holiday will be excused provided the employee presents a reason satisfactory to the department head.
- F. Employees who have been requested to report for essential work on a holiday and who have accepted the assignment and who then fails to report without satisfactory reason to perform such work, shall not receive holiday pay.

- G. In applying this procedure, when any of the above enumerated holidays fall on Saturday or Sunday and the State or Federal Government observes another day, it shall be the policy of Delaware County to do likewise, except as otherwise stated in this Agreement.
- H. Further in applying this policy, it shall be the prerogative of Delaware County to pay any employee a sum equal to the amount he would have received had he worked on the holiday, in addition to his regular pay, in lieu of giving a compensatory day off.

Employees regularly scheduled for work on the Holidays mentioned, shall receive regular straight time pay for hours worked but shall be given another compensable day for the Holiday.

- I. When one of the aforementioned holidays falls within the regularly scheduled vacation period of an employee who is eligible to receive such holiday pay and he is absent from work because of such approved vacation, he shall receive a compensatory day off or pay for the day as above set forth.
- J. Generally all holidays falling on Saturday shall be taken on Friday and all holidays falling on Sunday shall be taken on Monday.
- K. In addition to the holidays designated in paragraph "b" the County may, without prejudice and without the establishment of precedent, designate any other holiday or grant time at its own discretion. Employees who are required to work on such designated holidays, shall receive compensatory time off or pay for the same.

All holidays earned in a calendar year must be used within thirty (30) days of the end of that calendar year or an employee shall be compensated for such holidays within thirty (30) days of the end of the calendar year in accordance with subparagraph "h".

L. Employees may not accumulate more than four (4) holidays except with the written permission of his or her department head.

However, employees will not lose holiday pay except if an employee refuses to be scheduled for a holiday prior to exceeding the four (4) holiday limit.

M. Not withstanding any other provisions of this Article, employees who work on Independence Day (July 4), Thanksgiving Day, or Christmas Day (December 25) shall receive time and one-half for all hours worked on those days.

8. VACATIONS WITH PAY

- A. The following vacation plan shall be implemented effective January 1, 1998.
- B. Vacations will be granted to all employees covered by this agreement who work the required period before being eligible for a vacation.
- C. Hereinafter, the vacation plan for full-time employees shall be as follows:
 - 1) One (1) year but less than seven years of continuous service, ten (10) working days.
 - 2) January 1st of the year in which an employee reaches seven (7) years of continuous service, fifteen (15) working days.
 - 3) January 1st of the year in which an employee reaches fourteen (14) years of continuous service, twenty (20) working days.
- D. Hereinafter, the vacation plan for permanent part-time employees shall be as follows:
 - One (1) year but less than seven (7) years of continuous service, five (5) working days.
 - 2) January 1st of the year in which an employee reaches seven (7) years of continuous service, eight (8) working days.
 - 3) January 1st of the year in which an employee reaches fourteen (14) years of continuous service, twelve (12) working days.
- E. January 1st of each year shall be the date on which employees qualify for vacation pay allowance as hereinafter provided.
- F. Vacation eligibility shall be established as follows:
 - 1) To be eligible to receive a full vacation, an employee must have worked during at least sixty (60%) percent of the pay periods during the calendar year prior to the established eligibility date of January 1st.
 - 2) An employee who does not meet the requirements of one (1) above may receive a prorated vacation if the absence was caused by circumstances beyond his or her control.

- 3) Employees entering the employ of Delaware County throughout the year shall have their first year's vacation prorated as of the January 1st date following their date of employment. Such amount shall be the allowable paid vacation time to be taken during the ensuing calendar year.
- 4) Pro-rated vacations shall be computed on the basis of 1/52 of their regular vacation allowance for each week that the employee did work in the employ of Delaware County during his or her qualifying period.
- G. Employees terminated, for any reason, prior to December 31st of their beginning year of employment, shall not be entitled to paid vacation days.
- H. After one full calendar year of employment, employees may, upon their written request and with their department head's approval, carry over ten (10) accrued vacation days from the current vacation year to the succeeding vacation year.
- I. In situations where departmental work requirements make it difficult for an employee to use his or her vacation time, the employee may request that they be allowed to carry over additional vacation days, or that they be paid for all or part of any unused vacation days in excess of ten (10) days. Such requests will be subject to the approval of the Department Head and the Personnel Officer. However, except as herein after provided, employees will not be allowed to carry over more than twenty (20) vacation days from year to year.

It is understood that payments for accrued vacation time in lieu of an employee's taking time off shall only be made on an exception basis and only under the circumstances described herein. Such payments shall not be made to supplement an employee's annual salary.

- J. Employees who have not been given any opportunities to use their vacation time shall have the right to carry over all unused vacation time to the succeeding year, and will not be required to accept payment in lieu of time off.
- K. Employees will lose unused vacation time in excess of ten (10) days if they were given an opportunity to use this vacation and they refused to use it.
- L. Employees who resign or are discharged prior to January 1st of any year shall not be eligible for a pro-rated vacation allowance for the calendar year in which they resign or are discharged. Employees with at least one (1) year of full or permanent part-time service may take any unused vacation allowance credited to them as of the previous January 1st.
- M. Employees who retire, or the estates of those employees who die, shall receive a vacation allowance based on the time he is in service at the rate of 1/52 of his applicable vacation pay for each week in which he worked within the year prior to the applicable eligibility date of the particular vacation year. All earned vacation must be taken prior to retirement.
- N. Scheduling of vacation shall be the function of the County of Delaware through the various department heads, however, whenever practical, seniority shall be respected in the selection of vacation time. However, except as hereinafter provided, in the event a conflict in scheduling occurs, seniority shall be the determining factor provided both requests are made at least two (2) months in advance of the vacation dates requested.

Application of seniority to vacation selection in all departments shall be restricted to two consecutive weeks during the three month period of June, July and August and to two consecutive weeks during the two month period of November and December.

However, nothing in this provision shall prevent the approval of more than two consecutive weeks during these specified periods if there is no conflict in scheduling and work requirements allow for such approval.

Approval of vacation requests shall not be rescinded except for unforeseen circumstances when it is absolutely necessary to do so to insure that vital work requirements are met. Departments will make a good faith effort to avoid rescinding such approval.

- O. The following procedure shall apply to all departments:
 - 1) Requests for use of vacation time shall be submitted in writing at least two months in advance of the dates requested.
 - 2) Employees will be notified in writing if their request is approved or denied no later than ten (10) working days from the date the request was submitted. Reasons for denial will be given.

- 3) Vacation requests submitted less than two (2) months in advance may be approved at the discretion of the department head. All such requests will be approved or denied in writing as soon as practical, however, no reason need be given for a denial.
- P. Vacation days may be taken in not less than one hour units except those employees who receive a pro-rated vacation may use whatever fraction of a day results from such pro-rating.

9. SICK LEAVE: Effective through December 31, 2010

- A. Full-time employees shall be granted one (1) day of sick leave for each month of employment accumulative to one hundred eighty (180) days.
- B. Permanent Part-time employees shall be granted sick hours as follows:
 - a. four (4) hours of sick leave for each month of employment accumulative to eighty-three (83) days, if their position would be a 40 hour work week at full time.
 - b. three and one half (3.5) hours of sick leave for each month of employment accumulative to eighty-three (83) days, if their position would be a 35 hour work week at full time.
 - c. three and three quarter (3.75) hours of sick leave for each month of employment accumulative to eighty-three (83) days, if their position would be a 37.5 hour work week at full time.
- C. Employees may use sick time to attend to members of their immediate family whose illness requires the care of the employee. The definition of immediate family shall be the same as the definition contained in the bereavement section. The use of sick leave for the care of members of immediate family shall be subject to the same provisions as use of sick leave for employee illness. The County may require a signed statement from the employee indicating what member of their immediate family they cared for and why they had to care for the family member for absences of three days or less, and in accordance with FMLA.
- D. Employees shall be required to call in to notify the County of his or her illness and absence before the work day commences if physically possible. The employee's supervisor may make reasonable written rules as to how such notice is to be given and it shall not be unreasonable to require notice of at least two (2) hours.
- E. Except as otherwise provided, the County may require a doctor's certificate for any absence in excess of three (3) days. In addition, the County may require a doctor's certificate for any absence if an employee has established a pattern of abusing sick leave such as repeatedly using sick leave on the day before and after a regular day off or the day before and after a paid leave.
- F. Full-time employees using nine (9) or more days of sick leave not documented by a doctor's statement within a calendar year will not earn a sick day for the first two months of the following year.

Full-time employees using seven (7) or eight (8) days of sick leave not documented by a doctor's statement within a calendar year will not earn a sick day for the first month of the following year.

G. Permanent part-time employees using five (5) or more days of sick leave not documented by a doctor's statement within a calendar year will not earn sick leave for the first two months of the following year.

Permanent part-time employees using four (4) days of sick leave not documented by a doctor's statement within a calendar year will not earn a sick day for the first month of the following year.

H. Full-time employees who have worked an entire calendar year and who have used two (2) days or less of sick leave within that calendar year or who have less than two (2) days without pay, or who have a combination of sick leave and days without pay totaling two (2) or less days will be granted two (2) additional vacation days the following year.

Full-time employees who worked an entire calendar year and who have used no sick leave and who have not gone without pay within the calendar year, shall be granted three (3) additional vacation days the following year.

I. Permanent part-time employees who have worked an entire calendar year and who have used one (1) day or less of sick leave within that calendar year, or who have less than one (1) day without pay, or who have a combination of sick leave and time without pay totaling one (1) work day will be granted one (1)) additional vacation day the following year.

Permanent part-time employees who worked an entire calendar year and who have used no sick leave and who have not gone without pay within the calendar year, shall be granted two (2) additional vacation days the following year.

- J. Employees will be allowed to use sick leave in a minimum of one-quarter hour units. The use of sick leave will not result in an employee being paid for more time than their normal workday, i.e. an employee whose normal workday is eight (8) hours, works seven (7) hours and fifty (50) minutes and goes home sick ten (10) minutes early, will only be paid for eight hours, i.e. 7 and 3/4 hours work and 1/4 hour sick.
- K. Sick leave used for regular medical checkups, on-going treatment, diagnostic testing, and emergency dental or emergency vision care, which is the result of an accident or injury, shall be documented by a certificate from a doctor, dentist or ophthalmologist.

Sick leave may be used for the employee and the employee's dependent children for regular dental and vision appointments.

In using sick leave for other than personal illness as referred to in this paragraph, only the amount of time needed to complete an examination, test or procedure and associated travel time will be used.

- L. Standard forms provided by the Personnel Office will be used for all doctor certificates and employee statements concerning the care of members of their immediate family. No other forms will be acceptable.
- M. Employees who are scheduled to work on a holiday and who call in sick and who do not provide a doctor's statement for that absence may be required to submit a doctor's statement for any sick leave absence on a holiday for a period of one year.
- N. Employees who call in sick on a day when the roads within the County have been closed by the Sheriff or on those days where weather conditions have resulted in poor road conditions, may be required to submit a doctor's statement for that absence.
- O. Sick notes must be received in the Personnel Office within twenty (20) calendar days from the day the sick time is taken or fifteen (15) calendar days after the employee returns to work, if time off is continuous for ten (10) or more work days. Any documentation received outside of this time interval will not be accepted for purposes of earning sick days the following year.
- P. An employee who has reached their maximum number of sick days (180) on 12/31 of a given year, and does not use the number of days they would be eligible to earn during the next year, and is not at the maximum number of sick days at the end of that year will have their sick time adjusted to the maximum number of sick days.

9. SICK LEAVE: Beginning January 1, 2011:

- A. Full-time employees shall be granted one (1) day of sick leave for each month of employment accumulative to one hundred eighty (180) days.
- B. Permanent Part-time employees shall be granted sick hours as follows:
 - a. four (4) hours of sick leave for each month of employment accumulative to eighty-three (83) days, if their position would be a 40 hour work week at full time.
 - b. three and one half (3.5) hours of sick leave for each month of employment accumulative to eighty-three (83) days, if their position would be a 35 hour work week at full time.
 - c. three and three quarter (3.75) hours of sick leave for each month of employment accumulative to eighty-three (83) days, if their position would be a 37.5 hour work week at full time.
- C. Employees may use sick time to attend to members of their immediate family whose illness requires the care of the employee. The definition of immediate family shall be the same as the definition contained in the Bereavement section (#11. A) of this Article. The use of sick leave for the care of members of immediate family shall be subject to the same provisions as use of sick leave for employee illness. The County may require a signed statement from the employee indicating what member of his/her immediate family they cared for and why they

- had to care for the family member for absences of three days or more.
- D. Employees shall be required to call in to notify the County of his or her illness and absence before the work day commences if physically possible. The employee's supervisor may make reasonable written rules as to how such notice is to be given and it shall not be unreasonable to require notice of at least two (2) hours.
- E. Except as otherwise provided, the County may require a doctor's certificate for any absence in excess of three (3) days. In addition, the County may require a doctor's certificate for any absence if an employee has established a pattern of abusing sick leave such as repeatedly using sick leave on the day before and after a regular day off or the day before and after a paid leave.
- F. Employees will be allowed to use sick leave in a minimum of one-quarter hour units. The use of sick leave will not result in an employee being paid for more time than their normal workday, i.e. an employee whose normal workday is eight (8) hours, works seven (7) hours and fifty (50) minutes and goes home sick ten (10) minutes early, will only be paid for eight hours, i.e. 7 and 3/4 hours work and 1/4 hour sick.
- G. Sick leave may be used for the employee and the employee's immediate family for regular medical checkups, on-going treatment, diagnostic testing, dental or vision care.

In using sick leave for other than personal illness as referred to in this paragraph, only the amount of time needed to complete an examination, test or procedure and associated travel time will be used.

- H. Standard forms provided by the Personnel Office should be used for all required documentation of sick time.
- I. Employees who are scheduled to work on a holiday and who call in sick may be required to provide documentation for that absence.
- J. Employees who call in sick on a day when County Buildings have been closed by the Chairman of the Board or his/her designee or on those days where weather conditions have resulted in poor road conditions, may be required to provide documentation for that absence.
- K. Any required documentation or doctor's certificates must be received in the Personnel Office within twenty (20) calendar days from the day the sick time is taken or fifteen (15) calendar days after the employee returns to work, if time off is continuous for ten (10) or more work days.
- L. An employee who has reached their maximum number of sick days (180) on 12/31 of a given year, and does not use the number of days they would be eligible to earn during the next year, and is not at the maximum number of sick days at the end of that year will have their sick time adjusted to the maximum number of sick days.

10. PERSONAL LEAVE

- A. Personal leave is leave with pay for personal business and is to be taken with departmental approval so as not to interfere with the proper operations of government. Employees requesting the use of personal leave will not be required to give any reason other than personal provided they request the personal leave at least two (2) working days in advance, i.e., employee requests Friday off, if the request is made on or before Tuesday, no reason need be given, if the employee requests Friday off and the request is made on or after Wednesday, the department head may require the employee to give a reason.
- B. Personal leave will not be accumulative from year to year.
- C. Personal leave may be taken in a minimum of one-half $(\frac{1}{2})$ hour increments.
- D. Full-time employees who have been in the service of Delaware County for at least eight (8) weeks as of January 1, will be credited with three (3) personal days. Permanent part-time employees who have been in the service of Delaware County as a permanent part-time employee for at least eight (8) weeks as of January 1, will be credited with one (1) personal day.
- E. Those full-time employees who enter the employment of Delaware County throughout the year shall have their first year's personal leave prorated on the basis of 3/12 of a day for each full month remaining in the calendar year. Computation and crediting of such personal leave shall not begin until the first day of the calendar month following eight (8) weeks of employment.

F. Permanent part-time employees who enter the employment of Delaware County as a permanent part-time employee or are reclassified as a permanent part-time employee throughout the year shall have their first year's personal leave prorated on the basis of one-fourth (1/4th) day for each full three (3) month period remaining in the calendar year from the date of employment or reclassification. Computation and crediting of such personal leave shall not begin until the first day of the calendar month following eight (8) weeks of employment or eight (8) weeks following reclassification.

11. BEREAVEMENT

- A. Full-time employees shall be entitled to three (3) days paid bereavement per occurrence for the death of a mother, father, child, spouse, brother, sister, grandparent and grandchildren. Family members in this section shall include step-relatives.
- B. Full-time employees shall be entitled to three (3) bereavement days per calendar year for the death of the following: father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents-in-law, niece, nephew, aunt, uncle and great grandparents. Family members in this section shall include step-relatives.
 - **Examples for full-time employees:** Mother and grandparent die in the same year: total six (6) days bereavement. Mother, father, and grandparent die in the same year: total nine (9) days bereavement. Grandparent and mother-in-law die in the same year: total six (6) days bereavement.
- C. Permanent part-time employees shall be entitled to two (2) days paid bereavement leave per calendar year for death occurring as outlined in A. and B. above.
- D. Full-time employees will be granted time with pay not to exceed three (3) one-half (½) days per calendar year to attend the funerals of co-workers or close personal friends. Permanent part-time employees will be granted one (1) one-half (½) such days.
- E. Two of the one-half (½) days of bereavement for co-workers and close friends may be used in conjunction with one another in order to receive one (1) full paid day off for any one (1) funeral.
- F. Bereavement shall not be accumulative.
- G. Bereavement time may be taken in one hour increments.
- H. Use of bereavement time will be documented with a qualifying death announcement.

12. JURY DUTY

- A. Employees who are summoned for jury duty during his regular working hours, will be reimbursed by the County for the difference between his jury pay and his regular straight time hourly pay. In no case will reimbursement be in excess of eight (8) hours per day nor will the total reimbursement be in excess of thirty (30) scheduled working days per calendar year.
- B. When less than one hour exists between the start of an employee's workday and the time an employee is required to report for jury duty, the employee shall not be required to report to work and will be paid jury duty for this time. However, the employee must advise the department that they will not be reporting to work as soon as the employee becomes aware of the start time for jury duty.

When less than one hour exists between the time an employee is released from jury duty and the end of an employee's normal workday, the employee shall not be required to report to work and the employee will be paid jury duty for this time.

Except as hereinafter indicated, employees will be allowed reasonable travel time and time to change clothing prior to reporting for jury duty or prior to reporting for work following jury duty as follows:

- 1) When an employee is required to report to jury duty during their normal work day.
- 2) When an employee's workday ends shortly before the time they must report for jury duty.
- 3) When an employee's work day begins shortly, or has already begun, after they are released from jury duty.

Time to change clothing will normally be limited to thirty (30) minutes and be applicable when an employee wears a uniform or other work clothes not appropriate for jury duty.

When an employee's normal meal period occurs immediately preceding the time

they are to report to jury duty, such mealtime will be subtracted from any time allowed for travel and changing clothes, i.e. an employee is scheduled to report to jury duty at 1:00 pm and they normally are scheduled for lunch between noon and 1:00 pm. Travel time is estimated at thirty (30) minutes or less and thirty (30) minutes is allowed to change clothes. In this situation, the employee is not paid jury duty between noon and 1:00 pm and no additional time can be charged to jury duty prior to 1:00 pm.

In the event an employee wants to take additional time off to prepare for jury duty, or they did not want to return to work following the completion of jury duty, and their department head has approved the additional time off, the employee must use other paid leave time to cover this time.

- C. Jury Duty served on a voluntary basis is not reimbursable.
- D. Employees must submit evidence, from Court, as to the days or part days they serve.

13. STATE DISABILITY INSURANCE

- A. The County agrees to continue a State Disability Insurance Plan to cover off-the-job disabilities on a contributory basis. Except as hereinafter provided, employees will contribute one-half (½) of one (1%) percent of wages paid, but not to exceed sixty (\$.60) cents per week. The County will pay the remaining cost.
- B. The County shall have the right to self-insure Off-the-job Disability provided any plan instituted shall provide the same benefits as the current plan. Prior to instituting a self-insured plan, the Union shall be given the opportunity to review said plan to insure that the benefits are the same as the current plan.
- C. Joint Off the Job Disability Review Committee

 The parties agree to form a joint committee to review the County's Off the Job Disability Plan
 (OJDP).
 - Joint Committee Composition: A reasonable number of representatives from all
 participating unions and management. Union representatives will be appointed by the
 CSEA Unit President.
 - 2) a) To consider a self-insured plan which mirrors the existing OJDP. This provision shall not limit the County's rights to self-insure the existing OJDP pursuant to subparagraph "b".
 - b) To consider an extended sickleave plan as an alternative to the existing OJDP.
 - c) To develop recommendations regarding "a" or "b" and submit same to the County and participating unions for consideration.
 - 3) Any recommendations made by the Joint Committee shall not be binding on the County or the Union. Such recommendations will be submitted to the CSEA Unit President and the Personnel Officer for consideration.
 - 4) Neither Union or County representatives shall be obligated to support such recommendations. It is also understood that there is no prior implied commitment or expectation that either the Board of Supervisors or the Union shall approve any recommendations of the Joint Committee.
- 14. **<u>DEFERRED COMPENSATION</u>** The County will continue to provide a deferred compensation plan. The County shall have the right to change plans and/or carriers provided any new plan shall be comparable to the current plan.

15. TUITION REIMBURSEMENT

- A. The County may at its discretion during the duration of this agreement institute a Tuition Reimbursement Program for employees of the Social Services Department. The scope and details of the program shall be determined by the County based on its training needs and the availability of funds.
- B. The County shall provide the Union with the details of any program instituted and post notices of the program at various locations in the Social Services Department. Selection of participants will be made by the County based on the candidate's qualifications, work performance, and the training needs of the Social Services Department. Whenever practical, current employees will be given preference in participating in the program and due consideration will be given to any candidates recommended by the Union. However, the final selection of participants will be made by the County based on the candidates' qualifications, work performance and the personnel needs of the County.

16. TOOL REPLACEMENT, MECHANICS, PUBLIC WORKS

The Public Works Department will replace personal tools used by mechanics on the job as follows:

- A. Employees must provide the Public Works Department with an annual inventory of personal tools
- B. Inventory must be updated as tools are added or deleted.
- C. Inventory subject to review and check by the Department.
- D. Will only replace tools needed to perform work as determined by the Department. Any tools that will not be replaced will be designated as such on the inventory.
- E. Will only replace tools on an employee's inventory (except those designated as nonreplaceable).
- F. Will only replace those tools lost through theft at the job site. There must be a reasonable indication that a theft occurred.

17. EMPLOYEE RECOGNITION

- A. The County shall continue an employee recognition programs as approved by the Board of Supervisors. The County will not be required to negotiate with the union over specific programs provided individual employees to be recognized do not receive anything with a monetary value exceeding \$50.00.
- B. The County will determine the scope and details of employee recognition programs but shall provide the Union with information concerning any programs instituted and shall post notices of same at various locations in applicable departments. Selection of employees to be recognized shall be at the sole discretion of the County, however, well defined criteria shall be applied uniformly and equitably in the selection of employees to be recognized.
- 18. **DIRECT DEPOSIT** The County shall continue to provide direct deposit of employees' paychecks.
- 19. <u>MODIFIED/LIMITED DUTY JOINT COMMITTEE</u> The parties agree to form a joint committee to consider developing a modified/limited duty program for employees receiving workers compensation.

ARTICLE XI GRIEVANCE PROCEDURE

1. EMPLOYEE PROTECTION

Nothing contained in this Agreement shall be construed to deny to any employee his rights under Section 15 of the New York Civil Rights Law or under applicable Civil Service laws and regulations.

2. FORMAL ACTION

- A. An employee has the right to C.S.E.A. representation during formal disciplinary procedures including reprimands. When a request for representation is made, no such formal action shall be taken with respect to the employee until there has been a reasonable opportunity for such representative to be present. This right to union representation does not include normal progress performance and evaluation interviews or observations.
- B. If the County suspends or discharges an employee they will notify the employee by letter of the effective date of the proposed action as well as the length of any proposed action. This letter shall also specify the reasons for such action.
- C. Meetings regarding disciplinary matters shall be an attempt to foster discussion leading to a resolution of the relevant issues.
- D. The County shall advise employees of the nature of meetings with management at the beginning of such meetings.
- E. All disciplinary actions for any alleged infraction shall be made with due regard for individual privacy.

3. RULES AND REGULATIONS

Rules and regulations governing the personal standards of conduct of employees shall be reasonable and uniform county-wide.

4. RIGHTS TO REPRESENTATION

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

5. **GRIEVANCE PROCEDURE** (definitions)

- A. A <u>grievance</u> is a claim made by an employee or group of employees of an issue arising from the terms and conditions of employment or any violation, misrepresentation or inequitable application of the Agreement or law.
- B. The term <u>Supervisor</u> shall mean any administrative or supervisory personnel responsible for the areas in which the alleged grievances arises.
- C. The <u>aggrieved party</u> shall mean any person or group of persons in the negotiating unit filing a grievance.
- D. Party in interest shall mean any party named in grievance who is not the aggrieved party.
- E. Grievance Committee is the committee created and constituted by the Union.

PROCEDURES

- 1. Except for informal decisions at Level #1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the chairperson of the Union grievance committee, or the Unit President or his/her designee within the time limits hereafter specified.
- 2. If a common grievance affects a group of employees in more than one building or in more than one department, it may be submitted directly at Level #2.
- 3. All reasonable efforts shall be made to avoid unreasonable interruptions of work schedules. Employees involved in any grievance procedure shall not be penalized loss of pay or any leave credits.
- 4. The County and Union agree to make available any and all materials and relevant documents, other than communication and memorandum and records concerning the alleged grievance.
- 5. Except when at Level #1, the Union shall have the right at all levels of the grievance to confront and to cross-examine all witnesses called, to testify and to call witnesses on their behalf and to be furnished with a copy of any minutes made at each and every level of the grievance procedure. The Union will pay the cost of the copy of such minutes.
- 6. All documents and records dealing with the processing of a grievance shall be filed separately from the personal file of the participants.
- 7. The Personnel Officer shall be responsible for the accumulation and maintenance of an official grievance record which shall consist of a written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony and all written decisions at all levels.
- 8. The official grievance record shall be made available for inspection, and/or copying by the aggrieved party, his representatives, administrators and the County, but shall not be deemed as a public record.
- 9. The aggrieved employee or group of employees shall have the right to process a grievance personally or through a Union representative or through a representative of their own choice at Level 1 only. Only the Union shall have the right to appeal a grievance to Level 2 and above.
- 10. In appealing a grievance to Level 2 and above, the Union shall use a standard grievance form developed by the Union. The Union will provide the Personnel Office with a list of individuals authorized to appeal a grievance on behalf of the Union indicating at what level each individual is authorized to appeal. The County shall not be required to process a grievance that is not made on a standard form and signed by the individual authorized by the Union to appeal said grievance to the applicable level.

TIME LIMITS

- 1. The time limits specified for either party may be extended only by mutual agreement.
- 2. If a decision at one level is not appealed to the next level of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal shall be barred.
- 3. Failure at any level of the grievance procedure to communicate a decision to the aggrieved party and/or his representatives within the specified time limit, shall permit the lodging of an appeal at the next level of the procedure within the time that would have been allotted had the decision been communicated by the final day.
- 4. All decisions and appeals from one level to the next shall be delivered by Return Receipt Requested mail or be hand delivered, signed for and dated.

LEVELS

LEVEL 1 - SUPERVISOR

- 1. Within a period of twenty (20) work days after the occurrence of a grievance, an aggrieved employee will first discuss an alleged grievance with his or her immediate supervisor and attempt to resolve the problem informally.
- 2. An informal settlement at Level 1 between the aggrieved employee and their supervisor shall not set any precedents and must be consistent with all terms and conditions of employment contained in this agreement and established past practices. Such informal settlement may be overridden by the Department Head, Personnel Officer or the Union.
- 3. In the event that resolution is not attained informally within twenty-five (25) work days after the occurrence of the grievance, the grievance shall be presented, by the Union, in writing to the Department Head with a copy to the Personnel Office.

LEVEL 2 - DEPARTMENT HEAD

Within ten (10) working days of receipt of the written grievance, the Department Head shall deliver to the Union, his or her decision in the matter with a copy to the Personnel Office.

LEVEL 3 - COUNTY REPRESENTATIVE

- 1. If the Department Head's decision is not satisfactory to the Union and/or the Personnel Officer, the Union must submit the grievance in writing to the Personnel Officer within five (5) working days of the receipt of the Department Head's decision or within five (5) working days of the receipt of a notice from the Personnel Officer that he or she disagrees with the Department Head's decision.
- 2. Within fifteen (15) working days of receipt of the written grievance, the Personnel Officer shall deliver, to the Union, his or her decision in the matter with a copy to the Department Head.

LEVEL 4 - ARBITRATION

If the Personnel Officer's decision in the matter is not satisfactory to Union, the Union may submit a letter of intent to appeal the grievance to arbitration within ten (10) working days of the receipt of the Personnel Officer's decision. The parties will attempt to mutually agree upon an arbitrator. In the event the parties are unable to agree upon an impartial arbitrator within ten (10) working days after its referral to arbitration, then an appointment shall be made in accordance with the following:

- 1. Either party shall secure a list of five (5) candidates to be named by the New York State Public Employees Relation Board as a possible arbitrator.
- 2. The parties shall meet and the party requesting arbitration selects from said list the candidate to be eliminated as an arbitrator, then the other party makes a selection from said list as to a candidate to be eliminated as an arbitrator. This continues with the parties alternately making selections until only one (1) candidate remains and he or she is deemed to be the arbitrator appointed by the parties.
- 3. If the arbitrator's decision denies the grievance in its entirety, the party filing the grievance shall pay all of the fees and expenses of the arbitrator. If the arbitrator's decision upholds the grievance in its entirety, the party against whom the grievance was filed shall pay all of the fees and expenses of the arbitrator. If the arbitrator's decision does not either deny or uphold the grievance in its entirety, the

- fees and expenses of the arbitrator shall be borne equally by the parties. The arbitrator shall include in his or her decision which party or parties shall pay his or her fees and expenses as herein provided. The Union and the County shall bear the expense of their respective witnesses and other expenses they may incur.
- 4. The decision of the arbitrator shall be final and binding, but the arbitrator shall have no jurisdiction, power or authority to amend, modify, supplement, vary or disregard any provisions of the Agreement. Nothing herein shall be construed to allow the arbitrator to usurp or otherwise derogate the power and authority given by law to the County.
- 5. The decision of the arbitrator and a statement of reasons for decision shall be furnished by the arbitrator, in writing, to both the Delaware County Unit of CSEA and the Delaware County Personnel Office.

ARTICLE XII COMPATIBILITY WITH LAW

This agreement shall be construed so as to be compatible with all Federal, State and Local Laws and the invalidity of any provisions of this Agreement by reason of any such existing law shall not affect the validity of the surviving provisions. If the enactment of legislation, or a determination by a Court of final jurisdiction (whether in a proceeding between the parties or controlling by reason of the facts) renders any portion of the Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included therein. In the event that the current laws are so modified to permit greater security than presently permitted by law, the County and the Union will negotiate concerning possible amendments to this Agreement in accordance with such modified legislation.

ARTICLE XIII COUNTY RIGHTS AS AN EMPLOYER

- 1. The County's entering into this Agreement in no way, either explicitly or implicitly, diminished its relationship as employer to its employees nor the County's rights and employees' duties such relationship entails.
- 2. The County retains all of its rights as an employer, including, but not limited to, the right to assign work as required, including that which requires overtime, their right to supervise as required, and the right to discipline where necessary, subject to the provisions of this Agreement, the Civil Service Law of the State of New York, and any other Federal, State or Local law.
- 3. For those employees first assigned a County vehicle on or after the date this agreement (1983) is executed by the parties, the County expressly reserves the right to determine when these employees may have twenty-four (24) hour use of a vehicle, and shall have the right to unilaterally discontinue at any time any practice that permits these employees to drive a County vehicle to and from work. This provision shall in no way limit the County's right to terminate for just cause the twenty-four (24) hour use of a County vehicle by any employee who abuses or misuses a County vehicle regardless of when that employee was first assigned a vehicle.

ARTICLE XIV PROHIBITION AGAINST STRIKES

Neither the Union nor the employees it represents shall engage in any strikes against the County, nor shall the Union cause, instigate, encourage or condone such a strike. Resolution of all disputes arising from the employer-employee relationship between the County and the Union shall be resolved in accordance with the provisions of this Agreement and the Taylor Law of the State of New York.

ARTICLE XV NOTICE AS PROVIDED BY SEC. 204-a OF CIVIL SERVICE LAW, AS AMENDED

It is agreed by and between the parties that any provision of this Agreement requiring legislative action by the Board of Supervisors to permit its implementation by providing the additional funds therefore, shall not become effective until such approval has been given.

ARTICLE XVI WAGE STRUCTURE - LABOR GRADES, INCREMENTS, MINIMUM AND MAXIMUM WAGE, ADMINISTRATIVE PROCEDURE

Attached hereto as part of this agreement and marked Appendix A is a schedule of labor grades, increments, minimum and maximum wages and administrative procedures.

ARTICLE XVII AGENCY SHOP, LABOR/MANAGEMENT RELATIONS, MISCELLANEOUS

1. **AGENCY-SHOP**

The County agrees to institute an Agency Shop for Delaware County employees. The County agrees to deduct from the salaries of employees who are within the bargaining unit but who are not members of the Union an amount equivalent to the dues levied by the Union. Funds thus collected will be transmitted to the Treasurer of the CSEA, Inc., Capitol Station, Box 7125, Albany, New York 12224. The Union shall assume responsibility for the disposition of such funds so deducted once they are transmitted to the Union. The provisions of this article will not require any employee to become a member of the Union although they choose to do so.

2. LABOR/MANAGEMENT RELATIONS

The parties to this agreement agree to the principle of maintaining open lines in communication between employees and employer to promote a harmonious and cooperative relationship, and to meet and discuss problems with the objective of resolving such problems.

3. MISCELLANEOUS

- A. The County will provide the Union with a reasonable amount of information relative to employees covered by this agreement on a periodic basis if and when the County can obtain a computer program to accomplish this with minimal cost to the County in terms of money and time.
- B. If requested, reasonable information shall include bargaining unit member's name, address, SS#, title or title code, and membership status for those items that the program can provide.
- C. The County agrees to continue the present U.S. Savings Bond Payroll deduction plan, unless prohibitive by applicable rule or law changes.
- D. All paychecks for County employees will be placed in individual envelopes.
- E. County employees shall be reimbursed for the use of personal cars for necessary travel for County business at a rate established by the Delaware County Board of Supervisors, however, such rate shall not be less than twenty-three (23) cents per mile. A change in mileage shall apply to all Delaware County employees when such change is enacted by Resolution by the Board of Supervisors.
- F. Effective with the execution of this agreement, the Department of Public Works will no longer dispense medication to employees.

4. INCLEMENT WEATHER

Employees who do not report to work because of inclement weather or closure of County roads due to weather conditions may elect to go without pay, or use available comp time first and then any unused personal, vacation or holiday time. Sickleave will **not** be used for this purpose, unless documentation is provided. Employees who do not have paid leave time to use will be required to go without pay.

If an employee is unable to report to work at their normal starting time because of inclement weather or closure of County roads due to weather conditions, and the employee obtains permission from their Department Head or the Department Head's designee, the employee will be permitted to make up for a late arrival of less than thirty (30) minutes by shortening their meal period and/or break time by a corresponding amount of time. Late arrivals shall not be made up by the extension of the employee's workday nor shall an employee be allowed to work at home due to inclement weather except where a Department Head has determined that it is essential that an employee's work be completed on the day in question and the Department Head has personally authorized such work. Such make up time shall be allowed no later than the employee's next scheduled workday. Make-up time shall not be allowed if such time will result in the payment of time and one half (1 and ½) on the day the time is made up. Make-up time shall be limited to a maximum of three (3) occurrences in a calendar year.

Employees who report to work more than thirty (30) minutes late, or who have already been allowed to make up for late arrivals three (3) times in a calendar year or who cannot make up time pursuant to the previous paragraph, will be required to use paid leave time to cover the time they are late or to go without pay for all or part of the time. Paid leave time will be used in a minimum of fifteen (15) minute units. Available comp time will be used first and then any unused personal, vacation or holiday time.

Department Heads shall determine those employees who may be released early in the event of inclement weather or the closure of County roads. Within the department's work requirements, an effort will be made to accommodate requests from employees who desire to leave work early. However, nothing in this provision shall be interpreted as requiring the early release of any one employee or group of employees.

5. **BUILDING CLOSURE**

In the event an employee's office/worksite is closed, by the Chairman of the Board of Supervisors or his/her designee, due to a weather emergency or other unforseen reason such as a power outage, an employee shall suffer no loss of wages due to such closure. At the discretion of the Chairman of the Board, or his/her designee, all or only selected offices/work sites may be closed. However, the Public Works Department and the Sheriff's Department shall automatically be exempted from such closure. Closure of a County road by the Sheriff shall not constitute or require the closure of an employee's office/work site.

In the event County Buildings are closed by the Chairman of the Board of Supervisors or his/her designee, due to a weather or other unforeseen emergency, all employees who must remain at work or come to work to ensure adequate coverage of County services will be paid at time and a half $(1 \frac{1}{2})$ until the buildings are reopened.

Employees who are personally directed by their Department Head or his/her designee or who are specifically required, by previously established written departmental policy or standard departmental operating procedures, to report to work or remain at work when their office/worksite has been closed by the County, shall receive time and one half for the hours they are required to work by such directive, policy or procedure.

Employees who with the approval of their Department Head or his/her designee <u>elect</u> to report to work or remain at work, or those employees who are in the field at the time their office/worksite is closed, and are not aware of such closure, shall be paid for the time they work beyond the closure of their office/worksite but will not receive any additional compensation or paid leave time for the hours they continue to work.

6. **PERSONNEL FILES:**

- A. <u>Official Personnel File:</u> Only one personnel file will be designated as an employee's official personnel file. Such designation shall be made by the Personnel Officer on a department by department basis and may be either the personnel file maintained in the employee's department or the personnel file maintained in the Personnel Office.
- B. Content of Official File: The official personnel file will include but not be limited to
 - documents related to routine personnel transactions such as employment, promotions, transfers, terminations, etc. documents related to health insurance coverage, withholding, disability claims, retirement and similar items will be maintained in the Personnel Office
 - 2)* Correspondence to the employee
 - 3)* Formal and informal performance evaluations, work audits, and similar documentation of an employee's work performance
 - 4)* Written counseling memorandum, warnings, documentation of verbal counseling and warnings, notices of disciplinary interviews/meetings, documentation of discipline imposed and similar documentation
 - 5)* Correspondence reporting incidents involving employee misconduct, incompetency, failure to follow proper procedures/policies or similar conduct
 - 6)* Commendations for good performance
 - *These documents will hereinafter be referred to as performance documents.

C. Procedures for Placing Documents in the Personnel File:

Except as hereinafter indicated, documents will be placed in an employee's official personnel file within five work days from the date of the event that resulted in the document being produced. Documents related to an on-going investigation of a complaint and/or incident need not be placed in an employee's file until such time as such investigation is complete and the complaint/incident has been substantiated to the satisfaction of the department head. Investigations will not be prolonged unnecessarily to avoid the placement of documents in the official personnel file.

No performance document will be placed in an employee's official personnel file unless the employee is given a copy of said document.

Performance documents that are to be placed in an employee's official personnel file must be signed and dated by the employee solely for the purpose of acknowledging receipt of same and that the employee is aware that said document is to be placed in their file. Performance documents will contain the following statement: "Your signature on this document only indicates that you have received same and not that you are in agreement with its contents."

Where the prior reading and acknowledgment of performance documents is not possible, two copies shall be forwarded to the employee, by certified mail, return receipt requested. The employee shall acknowledge that he or she has received the material of affixing his or her signature to one copy and returning that copy to the employer for filing.

Performance documents to be placed in an employee's official personnel file will contain the notation "To Personnel File".

If an employee refuses to sign a performance document, the following statement will be added to the document and signed and dated by the appropriate County representative: "I hereby certify that the employee named above has been given a copy of this document on this date but refused to sign the document." The Union President and the Personnel Officer shall be notified of the refusal.

Employee Review of Personnel File: Employees shall have the right to review their official personnel file and/or any other personnel file maintained by the County upon reasonable advance written notice to their Department Head and/or Personnel Office. However, this right shall not be abused.

A designated representative of the employer will be present during the review of a personnel file.

No materials will be removed from their personnel file by the employee.

An employee will be provided a copy of any performance document in their file at no charge if such document was not given to the employee previously. An employee may be charged twenty-five (25) cents per page for a copy of any performance document they had received previously or any other non-performance document in their file. Multiple copies of the same document need not be provided.

Such review shall not include any reports, memorandum or other documents related to pre-employment recommendations/investigations.

Employees have the right to place in their personnel file a written response of reasonable length to any thing they consider adverse to them. A County representative will sign and date such responses. Employees will be required to sign and date a record showing the review of their file.

E. **Disciplinary Proceedings:**

> Only performance documents contained in the official personnel file can be admitted as evidence in any disciplinary proceeding. However, this provision shall in no way limit the County's right to charge an employee and present testimony on any particular issue.

The procedures contained in this provision having to do with employee review of their F. personnel file, and the placement of new documents in an employee's personnel file will be

effective upon ratification of the agreement by the parties.

During the eighteen (18) month period following ratification of this agreement, the County will review existing personnel files for current employees and bring them into compliance with agreement, i.e. establish one official personnel file, ensure that documents that should be signed by employees are signed, etc.

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

CIVIL SERVICE EMPLOYEES	\bigcap
ASSOCIATION /	COUNTY OF DELAWARE
By <u>GMMLBroadfor</u> Labor Relations Specialist	By Chairman, Board of Supervisors
By Slorge Lawson Unit President	
Data 10/6/10	Date /0////

MEMORANDUM OF AGREEMENT REGARDING ASSIGNMENT OF OVERTIME ASSOCIATION WITH SNOW REMOVAL, SANDING AND SALTING OPERATIONS IN THE DELAWARE COUNTY DEPARTMENT OF PUBLIC WORKS

The parties agree to use the following procedures to distribute overtime associated with snow removal, sanding and salting operations in the Department of Public Works on a temporary basis as hereinafter specified.

- 1. The procedures contained herein shall supplement letter "c" of paragraph #17, Overtime Assignment of Article IX, Compensation of the 1995-97 collective bargaining agreement between the parties.
- 2. Duration/Sunset Provision: This agreement shall only apply to the distribution of overtime associated with snow removal, sanding and salting operations that occur during the period of October 1 to April 30 and shall not continue beyond May 1 of any ensuing year despite Section 209 a, 1, e of the Taylor Law except by mutual agreement of the parties.
- 3. All other applicable provisions of the 1995-97 collective bargaining agreement between the parties and departmental policies and procedures will remain in effect and unchanged unless specifically modified by this agreement.
- 4. Both parties enter into this agreement without prejudice. No precedents will be set, no practices will be established nor will either party limit or modify any of the rights they had prior to entering into this agreement. Once this agreement expires, there shall be a return to the status quo that existed prior to the parties entering into this agreement.
- 5. Procedures for distribution of overtime:
 - A. For the purposes of this agreement "snow overtime" refers to overtime hours worked as the result of snow removal, sanding and salting activities; "other overtime" refers to overtime hours worked as the result of other than snow removal, sanding and salting activities; "total overtime" refers to the total hours of snow and other overtime. The basis for the equal distribution of overtime shall be the number of hours worked and not the dollar amount earned for such work.
 - B. Except as hereinafter specified, assignment of snow overtime shall be done on a rotational basis and in such a manner that the total overtime worked from May 1 to April 30 of the following year is relatively equal. Snow removal, sanding and salting schedules/assignments for the winter season shall take into consideration other overtime worked since May 1. Initial crew assignments and the rotation of crews may be changed as required to ensure the relative equal distribution of total overtime.
 - C. Nothing in this agreement shall require the equal distribution of other overtime among employees.
 - D. Nothing in this agreement shall require the equal distribution of snow overtime between employees assigned to outside patrols and employees assigned to Delhi.
 - E. Nothing in this agreement shall require the assignment of snow overtime to the following employees:
 - 1) County Solid Waste Management Personnel
 - 2) Engineering Personnel
 - 3) Office Personnel
 - 4) Maintenance Personnel
 - 5) Night Watchmen
 - F. Nothing in this agreement shall require that Mechanics and other shop personnel be assigned snow removal, sanding and salting operations during their normal work hours. Automotive Mechanics and Auto Body Repairers will not regularly be assigned to snow removal during their off hours and will only be used at the discretion of the Commissioner of Public Works.
 - G. Nothing in this agreement shall prevent the Department of Public Works from assigning snow removal, sanding and salting operations to any employee to ensure adequate staffing in any

given situation where, in the judgement of the Department of Public Works, weather conditions and available staff warrant such assignment.

Employees who fail to respond to three (3) calls during a winter season shall have their names removed from the call list for that season. The Commissioner of Public Works may at his sole discretion excuse a failure to respond to a call-in provided: (1) the employee has a good record of regularly responding to call-ins during the previous two winter seasons and (2) the employee can demonstrate to the satisfaction of the Commissioner that they did not respond to the call-in because of circumstances beyond their control such as an unforseen medical emergency. In order to be excused, a failure to respond to a call-in for medical reasons, whether it be due to the personal illness of the employee or to ensure that the medical needs of others are met, must be documented by a doctor's certificate.

The Commissioner shall be limited to excusing one failure to respond to a call-in per employee per winter season, i.e. October 1 to April 30th.

The Department will attempt to contact an employee two times before the employee is recorded as failing to respond.

Employees will only be considered as failing to respond to a call-in during the period they are scheduled to be on call.

CIVIL SERVICE EMPLOYEES ASSOCIATION

COUNTY OF DELAWARE

MEMORANDUM OF AGREEMENT REGARDING

WORK WEEK IN THE SOLID WASTE MANAGEMENT CENTER COMPOSTING FACILITY

The Public Works Department will institute a varied work week for employees working in the Composting Facility at the Solid Waste Management Center. The Composting Facility will be in operation 10 hours a day, seven days a week with the following procedures:

Article VIII, Work Week:

- 1. <u>Four Day Week Schedule</u>: The Public Works Department will institute a four day work week with ten hour days at the Composting Facility located at the Solid Waste Management Center.
- 2. <u>Participating Employees:</u> The following positions will be placed on a four day work week schedule:
 - A. All HEOs.
 - B. All MEOs
 - C. All Laborers
- 3. Schedule:
 - A. Work week:
 - 1) The employees in the following positions are on a ten (10) hour four day work week: HEO(s)

MEO(s)

Laborer(s)

There will be two (2) work week schedules for these positions: Sunday through Wednesday and Wednesday through Saturday.

- 2) The employees in the following positions are on an eight (8) hour five day work week
 - a) Plant Manager

The Plant Manger will work eight (8) hours a day Monday through Friday

- b) Building Maintenance Mechanic(s) I and II
- c) Assistant Building Maintenance Mechanic(s)
- d) Building Maintenance Aides

There will be two (2) work week schedules for the maintenance positions: Sunday through Thursday and Tuesday through Saturday. The County shall have the option of changing the work week for employees in the maintenance titles to Monday through Friday and Tuesday through Saturday provided:

- 1. The affected employees are given at least ten (10) working days notice, and
- 2. The duration of the change is for a minimum of a two (2) month period. Should the Monday through Friday/Tuesday through Saturday schedule be used, the schedules will be rotated on a monthly basis in order for the weekend schedule to be shared equally among the employees.
- B. Work day:
 - Employees on a 10 hour four day work week: 6:00 am to 4:30 pm
 - 2) Employees on an 8 hour five day work week: 7:00 am to 3:30 pm
 - 3) All employees will be entitled to one half (½) hour lunch period and one break in the morning and one break in the afternoon per current practice. Delaware County reserves the right to stagger lunch and break times to provide continuous operations during the work day.

Article VII, Employee Status and Rights

Transfers

When a vacancy exists in the in the Sunday through Thursday or Tuesday through Saturday five (5) day work week of the maintenance employees, or the Sunday through Wednesday/Wednesday through Saturday four (4) day work week of the laborers and/or equipment operators, the department head will have the right to select one of the top three (3) Department of Public Work employees by seniority, who have filed an application for transfer, who meet the minimum qualifications of the position, who have the ability to perform the work. Skill level, past job performance and the efficiency of the facility's operation may be used as basis for the department head's decision. All other transfers will be in accordance with Article VII, Section 4. Intradepartmental Transfers and Shift Changes.

Article IX Compensation

Overtime, Section 18

Participating hourly employees on the ten (10) hour four day work week will receive time and one half for all hours worked in excess of ten (10) hours per day or in excess of forty (40) hours per week. Participating hourly employees on the 8 hour five day work week will receive time and one half for all hours worked in excess of eight (8) hours per day or in excess of forty (40) hours per week. Salaried employees will continue to receive payment or compensatory time as provided in the agreement.

Article X Employee Benefits

1. §7. Holidays With Pay

§7.B.4, modified to add: "Where a holiday falls on an employee's scheduled day off, the County will provide the employee with the option of a "floating holiday" instead of holiday pay. These employees follow the same rules as stipulated in the CSEA contract for employees whose work week is Tuesday through Saturday. All rules pertaining to option and use of floating holiday are in accordance with Article X, §7.B.4. of the CSEA contract. The employee's decision to use a Floating Holiday or be paid for the holiday must be stated in writing at the beginning of the year. Delaware County will provide forms to the employees for this purpose. These Floating Holidays will be earned at 10 hours each if the employee is scheduled to work a four (4) ten (10) hour work week."

Holidays credited on January 1 of each year in accordance with §7.B.1., will be earned at 10 hours each if the employee is scheduled to work a ten (10) hour four (4) day work week. Add new §7.B.5. "If the holiday and the County observed day differ, and the employee's normal scheduled work week fall on both days, the employee will observe the holiday, not the County observed day. (Ex. Christmas falls on a Sunday, the County observes Monday as the holiday. Where the employee's work week schedule is Sunday through Wednesday, the employee would observe Sunday as the holiday and work Monday.)"

2. Other Paid Leave Time

Employees on the ten (10) hour four day work week:

- A. Replace §9.A. with "Full-time employees shall be granted eight (8) hours of sick leave for each month of employment accumulative to one hundred eighty (180) days."
- B. Replace the first sentence of §10.D. with "Full-time employees who have been in the service of Delaware County for at least eight (8) weeks as of January 1, will be credited with twenty-four (24) hours of personal time."
- C. Replace §8.C. with the following:

"Hereinafter, the vacation plan for full-time employees shall be as follows:

- 1) One (1) year but less than seven years of continuous service, eighty (80) hours.
- 2) January 1st of the year in which an employee reaches seven (7) years of continuous service, one hundred twenty (120) hours.
- 3) January 1st of the year in which an employee reaches fourteen (14) years of continuous service, one hundred sixty (160) hours."
- D. Sick Leave will be used in quarter hour increments, Vacation, and Personal Time will be used in half hour units, i.e. in order to be paid for a full ten (10) hour day, an employee must use ten (10) hours of paid leave time.

- E. §9.F. A ten (10) hour sick day shall be considered one day for the purposes of determining the number of sick days used.
- F. Holidays and Bereavement days for death occurring in the immediate family will be paid on a full ten (10) hour basis. Each of the three one half days to attend the funerals of co-workers or close friends will be paid on a five hour basis. Employees will not be required to use additional hours to be paid for a full ten (10) hour holiday or bereavement day or a one half (½) bereavement day.
- G. §12.A. Jury Duty Modified to indicate that in no case will reimbursement be in excess of ten (10) hours per day nor will total reimbursement be in excess of thirty (30) scheduled working days per calendar year. For days that are considered a normal day off during the week, employees will not be compensated for jury duty occurring on those days.

Article XI, Grievance Procedure,

For the purposes of this article, work days shall mean the normal scheduled work days for the grievant in the Department of Public Works compost facility.

Article VII Employee Status and Rights, Promotions, Layoffs and Recalls:

- a. §2.D.2. Promotions: For the purposes of this article, where the scheduled work week of the vacant position is four (4) ten hour days, workdays shall mean twenty-one (21) calendar days for a Department of Public Works compost facility employee scheduled for a four day week.
- b. §3.E. & F. Layoffs and Recalls: For the purposes of this article, where the abolished position(s) normal scheduled work weeks are four (4) ten hour days, working days shall mean the laid off employees normal scheduled work days for a Department of Public Works compost facility employee scheduled for a four day week. For recall, employee must respond within fourteen (14) calendar days from the date of the notice.

Article VII Employee Status and Rights, Discharge and Review:

For employees who work the ten (10) hour four day work week;

Change first paragraph to read "thirty-two (32) hours" instead of "four (4) days in a calendar year".

Article IX Compensation, Out of Title Work §24:

For Employees who work the ten (10) hour four day work week:

Modify B to read "Employees are assigned to the higher classification for at least four (4) consecutive work days."

All other provisions of the agreement and departmental policies and procedures will remain in effect and unchanged unless specifically modified by this agreement.

Any modification of the terms of the four (4) or five (5) day work week shall be subject to negotiations between the parties, i.e. the County and CSEA.

This agreement shall run concurrently with the Agreement by and between the County of Delaware and the CSEA, Local 1000 AFSCME, AFL-CIO.

CIVIL SERVICE EMPLOYEES	
ASSOCIATION	COUNTY OF DELAWARE
By Gynd Chroaffool Labor Relations Specialist	By Jawa Call Chairman, Board of Supervisors
By Neorge Tauson	l.
Unit President	- 10/6/10
Date / 0 / 0	Date /0/6//0

MEMORANDUM OF AGREEMENT REGARDING LABOR MANAGEMENT MEETINGS

The parties agree to the following regarding the establishment of Labor Management Meetings:

- 1. County-wide Labor Management meetings will be held on a one year trial basis. The parties may mutually agree to extend these meetings beyond the one year trial period, however, despite such extension, either party shall have the right to unilaterally discontinue the meetings at anytime after the one year trial period.
- 2. Purpose/Powers
 - A. To discuss specific problems or potential problems in an informal manner in an attempt to resolve or avoid such problems.
 - B. The committee shall not have the authority to negotiate or bargain over mandatory or non-mandatory subjects of negotiation.
 - C. All decisions or agreements reached by the committee
 - (1) Shall not be binding on either party
 - (2) Shall not set any precedents
 - (3) Shall not themselves be subject to the grievance procedure. However such agreements or decisions shall not effect the nature of the issues over which agreements or decisions were reached, i.e. an agreement on a particular issue does not effect whether that issue is grievable or not. No agreement or decision by the committee shall preclude either party from pursuing a grievance regarding the issues.
- 3. Composition of the Committee
 - A. County Regular Members
 - (1) Personnel Officer or his or her designee
 - (2) Department Heads or their designees involved in a particular issue under discussion
 - B. Union Regular Members
 - Union President or his/her designee
 - Other Union officials or unit members designated by the Union President
 - C. Others
 - Other supervisory and regular staff directly involved in particular issues under discussion
 - D. Participation in Labor Management meetings shall be limited to a reasonable number of individuals to minimize the disruption of work requirements.
- 4. Meeting Schedules
 - The committee will meet quarterly on a regular meeting date mutually agreed to by the committee, provided either party requests such a meeting. Such requests will be submitted in writing at least ten (10) working days prior to the regular meeting day and shall include a proposed agenda and the names of individuals proposed to attend the meeting.
 - The committee may meet at such other times as is mutually agreeable.
- 5. Attendance of individual employees will be subject to their department work requirements, however a good faith effort will be made to release those employees considered essential to the discussions taking place.
 - Employees attending meetings during their normal work day will not lose pay. Employees are expected to return to work as soon after the conclusion of a meeting as possible.
- 6. Each party will keep their own notes, and records of meetings, with no recording devices allowed.
- 7. Each party will designate one person to coordinate the scheduling of meetings and to submit proposed agendas.

CIVIL SERVICE EMPLOYEES

ASSOCIATION

COUNTY OF DELAWARE

By James Chairman, Board of Supervisors

Chairman, Board of Supervisors

Unit President

protocol for Departmental Labor Management Meetings.

8.

The parties agree to meet within six (6) months of the 2006-2009 contract ratification to review the

MEMORANDUM OF AGREEMENT REGARDING FOUR DAY WORK WEEK IN THE DEPARTMENT OF PUBLIC WORKS

The Department of Public Works will institute a four day work week as herein specified subject to the following:

- 1. The four day work week is subject to annual approval by the Board of Supervisors and employees of the Department of Public Works except that Department of Public Works employees excluded from the four day work week schedule shall not vote on approval or disapproval of the four day work week.
- 2. The annual vote, provided for in "1", above by the Board of Supervisors and Department of Public Works employees shall be limited to approving or disapproving the four day work week as herein provided, i.e. the Board of Supervisors and Department of Public Works employees cannot, between themselves, modify the terms of the four day work week as herein contained. Any modification of the terms of the four day work week shall be subject to negotiations between the parties, i.e. the County and CSEA.
- 3. Sunset Provision: In the event the Board of Supervisors or Department of Public Works employees do not approve the four day work week in two consecutive years, this agreement shall become null and void and shall not continue into succeeding years despite Section 209a (1e) of the Civil Service Law.

Article VIII, Work Week:

- 1. Duration of Four Day Week Schedule:
 - The Department of Public Works will institute a four day work week with ten hour days for all staff except those assigned to the County landfill, and a four day work week with three nine (9) hour days and one eight (8) hour day for the office staff Duration of the four day work week to be determined by Board Resolution.
- 2. <u>Participating Employees:</u> All Department of Public Works employees in the bargaining unit will be placed on a four day work week schedule except as follows:
 - A. Engineering staff as designated by the Department of Public Works
 - B. Personnel assigned to the County landfill
- 3. Schedule

Office Staff:

- A. Work week: Monday through Thursday or Tuesday through Friday.
- B. Work day: Employees shall work three nine (9) hour days and one eight (8) hour day.
- C. Friday, Saturday and Sunday, or Saturday, Sunday and Monday shall be considered participating employees' days off for the purposes of administering the terms of the agreement.
- D. The office of the Department of Public Works will be open Monday through Friday. Staff work weeks for the office staff must be rotated to ensure coverage on each of the five work days.
- E. Employees scheduled to work Monday through Thursday will work nine (9) hours Monday through Wednesday and eight (8) hours on Thursday. Employees scheduled to work Tuesday through Friday will work nine (9) hours Tuesday through Thursday and eight (8) hours on Friday.

All other staff:

- A. Work week: Monday through Thursday
- B. Work day: 6:00 am to 4:30 pm with one half hour lunch period and one break in the morning and one break in the afternoon per current practice. However, the County shall have the option of changing to a 6:30 am to 5:00 pm schedule provided the County gives affected employees at least five working days advance notice of the change in starting and quitting times.
- C. Friday, Saturday and Sunday shall be considered participating employees' days off for the purposes of administering the terms of the agreement.

- 4. Compensation, Overtime, Article IX Compensation
 - Participating hourly employees will receive time and one half for all hours worked in excess of ten (10) hours per day or in excess of forty (40) hours per week.
 - Salaried employees will continue to receive payment or compensatory time as provided in the agreement.
- 5. Paid Leave Time, Article X, Employee Benefits
 - A. Sick Leave, Vacation, and Personal Time will be used in half hour units, i.e. in order to be paid for a full ten (10) hour day, an employee must use ten (10) hours of paid leave time. For office staff this would be nine (9) or eight (8) hours.
 - B. Employees may elect not to use additional paid leave time in order to be paid for ten (10) hours, i.e. they may elect to be paid for only eight (8) hours. For office staff this would be nine (9) or eight (8) or may elect to be paid for only seven (7) hours.
 - C. A ten (10) hour sick day shall be considered one day for the purposes of determining the number of sick days used.
 - D. Employees who elect to be paid for eight (8) hours of paid leave time and go without pay for two hours instead of being paid for a full ten (10) hour day shall not be considered as going without pay.
 - E. Holidays and Bereavement days for death occurring in the immediate family will be paid on a full ten (10) hour basis. The three one half days to attend the funerals of co-workers or close friends will be paid on a five hour basis. Employees will not be required to use additional hours to be paid for a full ten (10) hour holiday or bereavement day or a one half (½) bereavement day.
 - F. Jury Duty Modified to indicate that in no case will reimbursement be in excess of ten (10) hours per day nor will total reimbursement be in excess of thirty (30) scheduled working days per calendar year. Whereas Friday is considered a normal day off, employees will not be compensated for jury duty occurring on Friday.
 - G. The office staff may not change their schedule in order to receive additional benefits. Example 1: Employee is scheduled to work eight hours (8) on Thursday. Employee requests and receives permission to take a floating holiday. Employee's Thursday schedule cannot be changed to a nine (9) hour day in order to receive an additional hour of leave time. Example 2: Employee's four day schedule is Monday through Thursday. Employee wants a Monday off. Employee may not trade schedules with a Tuesday through Friday employee in order to avoid having to use benefit time for the Monday.
- 6. <u>Article XI, Grievance Procedure, Article VII Promotions, Article VII Employee Status and Rights, Layoffs and Recalls:</u> For the purposes of these articles, workdays shall mean Monday through Thursday for an Department of Public Works employee scheduled for a four day week.
- 7. <u>Article VII Employee Status and Rights, Discharge and Review:</u> Change first paragraph to read thirty-two (32) hours instead of four (4) days in a calendar year for any Department of Public Works employee scheduled for a four day week.
- 8. <u>Article IX Compensation, Out of Title Work:</u> Modify number 2 to read "Employees are assigned to the higher classification for at least four (4) consecutive work days for those Department of Public Works employees scheduled for a four day week."
- 9. All other provisions of the agreement and departmental policies and procedures will remain in effect and unchanged unless specifically modified by this agreement.

10. Both parties enter into this agreement without prejudice. No precedents will be set, no practices will be established nor will either party limit or modify any of the rights they had prior to entering into this agreement. Once this agreement expires, there shall be a return to the status quo that existed prior to the parties entering into the agreement.

CIVIL SERVICE EMPLOYEES ASSOCIATION	COUNTY OF DELAWARE
By Christophy Colored Relations Specialist	By James Supervisors Chairman, Board of Supervisors
By Werry Clausen Unit President	
Date 10/6/10	Date 10/6/10

APPENDIX A WAGE AND SALARY ADMINISTRATION

- 1. Each labor grade represents an occupational classification or a group of occupational classifications that have been evaluated as having similar weighted values and have therefore been assigned to such labor grades for purposes of administering the terms of the Wage and Salary Structure.
- 2. Minimum and maximum salaries for each labor grade have been established; progression steps within each labor grade based on a yearly basis, unless otherwise stated, have also been established.
- 3. The procedure for administering the Wage and Salary Structure is as follows:

A. EXPERIENCE DIFFERENTIAL

In those areas, where recruitment of experienced personnel is difficult, persons with verifiable experience in that particular field may, at the discretion of the Personnel Officer, be placed on the existing increment schedule as follows:

One but less than two years experience ---- Step 1

Two but less than three years experience --- Step 2

Three but less than four years experience -- Step 3

Four but less than five years experience ---- Step 4

Five or more years of experience ----- Step 5

B. RECRUITMENT DIFFICULTIES AT MINIMUM SALARY

In those areas where the job market changes rapidly, and where the supply of qualified personnel is limited, and where it is determined that qualified personnel with or without experience can not be recruited at the minimum salary established for the position, the Personnel Officer may authorize recruitment above the minimum salary. If persons are recruited above the minimum, then the salaries of all current employees in that classification will be brought up to the level of the new recruit.

C. STEPS IN WAGE AND SALARY ADMINISTRATION

Employees employed as of January 1 shall have the salary they are receiving as of December 31 adjusted as follows:

The first change in salary shall be the amount between their present salary and the next step in their progression. Subsequent changes in salary shall be the amount noted in the wage and salary structure based on the steps of progression.

- D. Personnel employed prior to July 1st of any calendar year, shall be considered for a "step" increase on the January 1st date, following their employment, as having had one (1) year of service. Personnel employed after July 1st of any calendar year, shall on the January 1st date, following their employment, receive one-half (½) of the regular "step" increase, and one-half (½) of the regular "step" increase on the following July 1st. They shall advance to the next regular "step" on the January 1st date following.
- E. Except in the case of promotion from one labor grade to another, employees who are off step will not be placed on step until January 1st, of each year.
- F. Employees who are below the maximum of their labor grade but above the step preceding the maximum shall receive only the amount of increase to place them at the maximum at the time their increase by "step" is due.
- G. Employees who are at the maximum of their labor grade shall receive negotiated increases only.
- H. Employees who are receiving, as of December 31st, a rate in excess of their labor grades, shall receive negotiated increases only, unless and until they advance to a labor grade in which their rate of pay properly falls.
- I. Employees, regardless of their length of service, who have not reached the maximum of their labor grade, shall follow the regular procedure for reaching the maximum of their labor grade.
- J. <u>**DEMOTION**</u> In cases of demotion from a higher labor grade, an employee will be placed on the step in the lower labor grade as follows:
 - 1) Where the employee had served in the lower position immediately before being promoted to the higher position, the employee will be placed on the step they would have been on if they had continued to serve in the lower position and had not been promoted.
 - 2) Where the employee did not serve in the lower grade position prior to serving in the higher position, the employee will be placed on the step in the lower position that they would have been on if they had served in the lower position instead of the higher position.

K. <u>RECLASSIFICATION</u> If an employee's position is reclassified to a title in a lower labor grade through no fault of the employee and the employee's rate of pay at the time of reclassification exceeds the maximum of the lower labor grade the employee shall, during the period of incumbency, retain the rate of pay he or she was receiving in the higher rated title but will not receive any increments he or she would have received in the higher rated title.

L. PROMOTION AND REALLOCATION

- 1) If an employee is promoted to another position in a higher labor grade, or if an employee's current position is reallocated to a higher labor grade, the employee will be placed on a step in the higher labor grade which will result in an increase in their salary of not less than four percent (4%).
- 2) If the promotion or reallocation occurs on January 1 (the date when COLA raises and increments are normally granted), the previous year's salary schedule and the employee's salary on December 31st plus any increment due on January 1 will be used in calculating the 4% increase, i.e. COLA increases will be applied after the 4% increase is calculated.
- 3) In calculating the 4% increase in hourly rate for promotion to Heavy Equipment Operator or Bridge Construction Mechanic, thirty (.30) cents will not be subtracted from the rates for these titles.
- M. <u>TEMPORARY ASSIGNMENTS TO HIGHER GRADE JOBS</u> In the event of an employee being appointed to a higher level job on a temporary basis, to replace an employee on an authorized leave of absence, the employee's salary while in the higher level job will be determined in the same manner as a promotion. At the end of the temporary employment and return of the employee to his former classification, the employee's salary will be computed as if the person had remained in his or her former classification.

N. HEAVY EQUIPMENT OPERATOR AND BRIDGE CONSTRUCTION MECHANIC

- 1) Except as hereafter indicated, the first year of employment as an HEO or BCM is considered a training period with a reduced rate of thirty cents (\$.30) less per hour than the base rate for HEO or BCM. Individuals promoted to an HEO or BCM, on or after the date the 1998-2001 agreement is ratified by both parties, will have the time they received out of title pay, for the title to which they are promoted, subtracted from the one year training period as follows: one week will be subtracted for each week or any portion of a week in which the employee received out of title pay, limited to the two year period immediately preceding the date of promotion. To be eligible for this training rate an individual must possess a valid CDL B New York State Operators license or higher level license. Individuals who do not possess the appropriate driver's license shall be paid at the rate they were being paid prior to the time they entered the training program, until such time as they obtain the appropriate driver's license.
- 2) Individuals in the training period will receive general increases but no increments.
- 3) Prior to completion of the training period, HEO trainees will be expected to demonstrate the ability to satisfactorily operate and maintain heavy equipment including a field performance test. BCM trainees will be expected to demonstrate the ability to satisfactorily perform a variety of tasks required of a BCM.
- 4) Upon successful completion of the one (1) year training period, individuals will be placed on the base rate for HEO or BCM on his or her anniversary date. Thereafter he or she will receive regular step increases.
- O. Cooks employed in the Sheriff's Department may be placed on a ten (10) hour per day, four (4) days per week schedule at the discretion of the Sheriff provided the cooks affected by such a change have approved such a change by majority vote. While on a 10 hour day 4 day week schedule, terms and conditions of employment shall be determined in the same manner as Department of Public Works employees on the same schedule.
- P. If during the life of the contract, an error in the calculation of the rates contained in the various salary schedules is discovered, both parties will be notified of such error and said rates will be corrected based on Article IX. If an error results in an employee being overpaid, the employees rate of pay will be adjusted at the time the error is discovered, however no retroactive adjustment to the employees rate of pay will be made. If an error results in an employee being underpaid, a retroactive adjustment in the employee's rate of pay will be made.

APPENDIX B

The Hourly Salary Schedule for Permanent Part-time Employees shall be as follows:

1. The **hourly** rate for positions in salaried labor grade **three** (3) through **five** (5) in Appendix A will be:

<u>2010</u>					
Base	1	2	3	4	<u>5</u>
\$11.35	\$11.41	\$11.46	\$11.53	\$11.59	\$11.67
<u>2011</u>					
Base	1	2	3	4	<u>5</u>
\$11.83	\$11.89	\$11.94	\$12.01	\$12.07	\$12.15

^{2.} Hourly rates for permanent part-time positions in salaried labor grades six (6) and above shall be computed by dividing the base salary and each step in the full-time salary schedule by the total number of regular hours worked in a year by a full-time employee.

APPENDIX C

Positions Excluded from the Bargaining Unit

Alcoholism Clinic

Director, Alcoholism Clinic

Board of Elections

Commissioners

Deputy Commissioners

Board of Supervisors

Chairman, Board of Supervisors

Supervisors

Buildings

Superintendent Buildings and Grounds

OET/CDO Workforce

Employment and Training Director II

Clerk of Board of Supervisors

All employees employed in the office of the Clerk of the Board of Supervisors

County Attorney

County Attorneys

County Clerk

County Clerk

Deputy County Clerk

2nd Deputy County Clerk

3rd Deputy County Clerk

Solid Waste

Director of Solid Waste

County Treasurer

County Treasurer

Deputy County Treasurer

Department of Emergency Services

Director of Emergency Services

District Attorney

District Attorney

Assistant District Attorney

Secretary to the District Attorney

Drug-Abuse

Director, Drug Abuse Program

Industrial Development

Director of Industrial Development

Information Technology

Director Information Technology

Mental Health Clinic

Director of Community Mental Health Services
Supervising Fiscal Officer
Director Intensive Youth and Family Treatment Program
Director Children's Services and Program Development

Office for the Aging

Director, Office for the Aging

Personnel Department

All employees employed in the Personnel Office

Planning Board

County Planning Director

Probation Department

Probation Director I

Public Health

Director of Public Health Director of Patient Services

Department of Public Works Administration

Department of Public Works Commissioner
Deputy Department of Public Works Commissioner
Assistant to Department of Public Works Commissioner
General Highway Supervisor
General Highway Supervisor II
Senior Personnel Clerk

Sealer of Weights and Measures

Director of Weights and Measures I

Sheriff's Office

Sheriff
Undersheriff
Major
Deputy Sheriff Lieutenant
Corrections Lieutenant

Social Services Department

Commissioner of Social Services
Director of Social Services
Director of Administrative Services
Director of Programs
Director of Social Services Investigations
Accounting Supervisor Grade A/Director Fiscal Management
Director of Income Maintenance

Tax & Assessment

Director of Real Property Tax Services I

Veterans Service Agency

Director of Veterans Service Agency

Watershed Affairs

Commissioner of Watershed Affairs
Asst to the Commissioner of Watershed Affairs

					SALARIED	2010		
LABOR GRADE	HOURS PER WEEK	BASE	1	2	3	4	5	
3	Annual	24259	24579	24898	25215	25533	25852	40 Cleaner
	40	11,6183	11.7716	11.9243	12.0761	12.2284	12,3812	40 Custodial Worker 40 Food Service Helper
	35	13.2781	13,4532	13.6278	13,8013	13,9754	14.15	40 Laborer (Infirmary) 40 Laundry Worker
	37.5	12.3928	12.5563	12.7193	12.8812	13,0437	13,2066	40 Seamstress
4	Annual	24435	24751	25071	25389	25710	26027	35 Assessment Records Clerk Trainee 35 Chauffeur 35 Clerk
	40	11.7026	11.8539	12.0072	12.1595	12,3132	12.465	35 Telephone Switchboard Operator 35 Typist
	35	13,3744	13,5473	13,7225	13,8966	14.0722	14.2458	*
5	Annual	24974	25292	25613	25931	26249	26568	35 Leisure Time Activities Aide 40 Nurses Aide 35 Offset Printing Machine Operator Trainee
	40	11.9607	12.113	12,2668	12.4191	12.5714	12.7241	- '
	35	13.6694	13,8435	14.0192	14,1932	14,3673	14.5419	
6	Annual	25334	25653	25973	26290	26610	26930	35 Account Clerk 35 Account Clerk Typist 35 Civil Clerk
	40	12.1331	12.2859	12,4392	12.591	12.7443	12.8975	35 Community Services Worker 35 Data Base Clerk
	35	13,8664	14.0411	14.2162	14.3897	14.5649	14.74	35 Tax and Title Searcher 35 Youth Counselor
	37.5	12,942	13.105	13,2685	13.4304	13,5939	13.7573	37.5 Home Health Aide
6.1	Annual	25412	25729	26046	26367	26686	27005	
	40	12.1705	12.3223	12.4741	12,6279	12,7807	12.9334	
	35	13,9091	14.0826	14.2562	14.4319	14.6065	14.7811	
7	Annual	25695	26015	26332	26653	26971	27288	35 Medical Audit Clerk 35 Medical Billing Clerk 35 Medical Records Clerk
	40	12.306	12.4593	12.6111	12.7648	12.9171	13,069	40 Occupational Therapy Aide 40 Physical Therapy Aide
	35	14.064	14.2392	14.4127	14.5884	14.7625	14.936	35 Receptionist 40 Rehabilitation Technician 35 Senior Clerk
								35 Senior Typist 35 Stenographer
8	Annual	26231	26550	26867	27188	27515	27850	35 Assessment Records Clerk 40 Building Maintenance Aide 35 Motor Vehicle License Clerk
	40	12.5627	12.7155	12,8673	13.0211	13.1777	13,3381	35 Offset Printing Machine Operator 35 Patients Agent
	35	14.3574	14.532	14.7055	14.8812	15.0602	15,2436	35 Purchasing Clerk 35 Senior Account Clerk
								35 Senior Account Clerk Typist 35 Senior Community Services Worker 35 Stock Clerk 35 Third Party Resource Clerk
,	***	29034	29387	29738	30094	30456	30826	40 Ward Clerk *** 40 hr/week paid at 35 hr rate
9	Annual	26768	27088	27411	27746	28089	28440	35 Aging Services Aide 35 Assistant E&T Counselor/Coordinator 35 Drafter
	40	12.8199	12.9732	13.1279	13,2883	13.4526	13.6207	40 Geriatric Care Technician 35 HEAP Examiner
	35	14,6513	14.8265	15.0033	15.1866	15.3744	15.5665	35 Office of Long Term Care Assistant 35 Probation Assistant 40 Senior Nurses Aide 35 Social Services Program Specialist Trainee 35 Social Services Security and Safety Aide 35 Support Collector 35 Support Investigator

				s	SALARIED	2010		
LABOR GRADE	HOURS PER WEEK	BASE	1	2	3	4	5	
10	Annual	27197	27525	27860	28211	28568	28935	35 Administrative Aide 35 Assistant Motor Vehicle Bureau Supervisor 35 BICS Operator
	40	13.0254	13.1825	13,3429	13.511	13,682	13,8578	35 Computer Operator
	35	14.8862	15,0657	15,249	15.4412	15,6366	15,8374	35 Early Intervention Program Specialist 35 Long Term Care Program Specialist 35 Records Management Specialist 35 Youth Program Specialist
11	Annual	27806	28230	28665	29109	29570	30055	40 Cook 40 Dispatcher
	40	13,317	13.5201	13.7284	13,9411	14.1619	14.3942	40 Engineering Aide
	35	15.2195	15,4516	15.6897	15.9327	16,185	16.4505	
12	Annual	28474	28914	29367	29845	30325	30821	35 Administrative Assistant
	40	13,637	13.8477	14.0647	14,2936	14,5235	14.761	40 Assistant Housekeeper 40 Head Cook
	35	15,5851	15.8259	16.0739	16,3355	16,5982	16.8697	35 Medical Records Technician 35 Mental Health Records Technician
								 35 Payroll Clerk 35 Personnel Clerk (Sheriff) 35 Rabies Control Coordinator 35 Records Management Coordinator 35 Support Collection Unit Supervisor 35 Tax Map Technician Trainee
13	Annual	29216	29684	30169	30657	31159	31662	35 Aging Services Representative
	40	13,9923	14.2165	14.4488	14.6825	14.9229	15,1638	35 Assistant Social Services Computer Operations Coordinator
	35	15.9912	16.2474	16.5129	16.78	17,0547	17.33	35 Computer HelpDesk/Trainer 35 Personnel Clerk 35 Social Services Program Specialist
14	Annual	30287	30777	31282	31790	32315	32835	35 Assessment Records Supervisor 40 Assistant Building Maintenance Mechanic 35 Children's Program Specialist
	40	14.5053	14.7399	14.9818	15.2251	15.4765	15.7256	40 Custodian 40 Dietetic Technician
· .	35	16.5774	16.8456	17.1221	17.4001	17,6875	17.9721	 35 Legal Secretary 35 Managed Care Specialist 35 Medical Auditor 35 Principal Account Clerk 35 Principal Account Clerk Typist 35 Senior HEAP Examiner 35 Third Party Resource Specialist
15	Annual	30834	31333	31844	32370	32893	33418	35 911 Coordinator
	40	14.7672	15,0062	15,251	15,5029	15.7534	16.0048	35 Assistant to Director Veterans Services 35 Grants Manager I
	35	16.8768	17.15	17.4297	17.7176	18,0038	18.2912	35 Leisure Time Activities Director 35 Paralegal Assistant
	37.5	15.7517	16,0066	16.2677	16.5364	16.8036	17.0718	35 Social Services Investigator Trainee 35 Tax Map Technician
16	Annual	32013	32533	33057	33580	34124	34671	
	40	15.3319	15.5809	15.8319	16.0824	16.3429	16.6049	35 Administrative Assistant (DSS, OFA, DPW, SI 40 Assistant Food Service Manager
	35	17.5222	17.8068	18,0936	18,3799	18.6776	18.977	35 Assistant Social Worker (CMH) 35 Employment and Training Coordinator
`.	***	35434	36010	36590	37169	37771	38377	35 Employment and Training Counselor 35 Motor Vehicle Bureau Supervisor 40 Pharmacy Aide 35 Probation Officer Trainee 35 Resource Consultant 40 Senior Bridge Painter 40 Senior Engineering Aide 35 Social Services Connections Coordinator 40 Social Work Assistant *** 35 Volunteer Coordinator 40 Working Supervisor 35 Youth Program Director ***40 hr/week paid at 35 hr rate

					SALARIED	2010		
ABOR GRADE	HOURS PER WEEK	BASE	1	2	3	4	5	
17	Annual	32590	33112	33641	34180	34734	35281	35 Addiction Counselor 35 Alcoholism Counselor
	40	15,6082	15,8582	16,1116	16,3697	16,6351	16,897	35 Drug Abuse Counselor
	35	17.838	18.1237	18.4132	18.7083	19,0115	19,3109	35 Drug Abuse Educator 35 EMS/Emergency Management Coord
	37.5	16.6488	16,9155	17.1857	17,461	17.7441	18.0235	37.5 G.I.S. Technician 35 Purchasing Agent 35 Senior Social Services Program Specialist
17.1	Annual	33152	33675	34219	34769	35319	35872	***************************************
	40	15.8774	16.1279	16.3884	16.6518	16.9152	17.1801	
	35	18,1456	18.4319	18.7296	19.0307	19.3317	19.6344	
18	Annual	33738	34287	34837	35386	35939	36489	35 Assist. Director Real Property Tax Serv. I 35 Case Manager
	40	16.158	16,421	16.6844	16.9473	17,2122	17.4756	35 Computer Technician (I) 35 Junior Accountant
	35	18,4663	18.7668	19.0679	19,3684	19,671	19.9721	35 Mental Health Community Advocacy Wkr.
	37.5	17.2352	17.5157	17.7967	18.0771	18,3596	18,6406	35 Paralegal 35 Social Services Investigator 40 Social Work Assistant (Admissions)*** 35 Tax Collection Supervisor
	***	38588	39185	39814	40441	41073	41702	35 Training and Educational Coordinator ***40hr/week paid at 35 hr rate
19	Annual	34902	35552	36198	36847	37495	38144	35 Accounting Supervisor Grade B 40 Building Maintenance Mechanic 35 Caseworker
	40	16.7155	17.0268	17.3362	17.647	17.9574	18.2682	35 Probation Officer
	35	19.1034	19.4592	19.8128	20.168	20.5227	20.8779	35 Tax Map Supervisor
	37.5	17.8299	18.1619	18.492	18.8235	19,1545	19,4861	
20	Annual	35976	36665	37354	38042	38731	39423	40 Occupational Therapy Assistant 40 Physical Therapy Assistant 37.5 Planner Trainee
	40	17.2299	17.5599	17.8898	18,2193	18.5493	18,8807	40 Pub.Wks. Safety & Training Coordinator 35 Senior Drug Abuse Counselor
	35	19.6913	20.0684	20.4455	20.8221	21.1992	21.578	35 Senior Drug Abuse Educator 35 Coordinator of Services for Aging
	37.5	18.3785	18.7305	19.0825	19.434	19.786	20.1395	35 Senior Employment and Training Counselor 35 Senior Social Services Investigator
21	Annual	36497	37237	37975	38717	39455	40197	40 Bridge Crew Leader 40 Building Maintenance Mechanic II 40 Communications Supervisor
	40	17.4794	17.8338	18.1873	18,5426	18,8961	19.2514	40 Highway Crew Supervisor 40 Senior Automotive Mechanic
	35	19,9765	20.3815	20.7854	21.1916	21.5955	22.0016	35 Senior Case Manager 40 Solid Waste Crew Supervisor
22	Annual	37273	38035	38800	39560	40320	41085	37.5 Computer Programmer Trainee 35 Computer Technician (II) 35 Grants Manager II
	40	17.8511	18.216	18.5824	18.9464	19.3103	19.6767	35 Principal Social Services Program Specialist 35 Sr. SS Systems Coordinator
	35	20.4012	20.8183	21.237	21.653	22.069	22.4877	33 St. 33 Systems Coolumator
	37.5	19.0411	19.4304	19.8212	20,2095	20.5977	20.9885	
23	Annual	38305	39141	39977	40814	41649	42486	25 Addiction Councilor (CASAC)
	40	18.3453	18.7457	19.1461	19.5469	19.9468	20.3477	35 Addiction Counselor (CASAC) 35 Alcoholism Counselor (CAC)
	35	20.9661	21.4236	21.8812	22.3394	22.7964	23,2545	40 Assistant Civil Engineer 35 Business Manager
	37.5	19.5683	19.9954	20.4225	20,8501	21.2766	21.7042	 35 Drug Abuse Counselor CASAC 35 Emp. & Trng. Program Supervisor 40 Project Crew Supervisor 35 Senior Caseworker I 35 Senior Probation Officer 35 Supervising Social Services Investigator

				S	SALARIED	2010		
LABOR GRADE	HOURS PER WEEK	BASE	1	2	3	4	5	
25	Annual	39872	40779	41687	42594	43503	44412	40 Bridge Construction Supervisor 35 E & T Fiscal/Office Manager
	40	19,0958	19.5302	19,965	20.3994	20,8348	21,2701	37,5 Environmental Technician 40 Motor Equipment Maintenance Supervisor
	35	21,8238	22.3202	22.8172	23,3136	23,8112	24,3087	37,5 Planner 35 Senior Caseworker II
	37.5	20,3688	20,8322	21,296	21.7594	22,2238	22.6881	35 Senior Computer Technician
26	Annual	41171	42159	43146	44135	45123	46110	37,5 GIS Analyst 35 Head Social Services Program Specialist
	40	19.7179	20,1911	20,6638	21,1375	21,6106	22,0833	37.5 Health Education Coordinator 35 Senior Addiction Counselor
	35	22,5348	23.0755	23,6158	24.1571	24,6979	25,2381	35 Senior Alcoholism Counselor (CAC) 40 Social Worker CCCC ***
	37.5	21.0324	21.5372	22,0414	22,5466	23.0513	23,5556	35 Staff Development Coordinator 35 Supervising Probation Officer
********	***	47053	48182	49310	50440	51569	52697	*** 40Hr/wk at 35 hr rate at DCCCC
27	Annual	42468	43542	44615	45691	46765	47836	40 Assistant Employment and Training Director 35 Case Supervisor Grade B 35 Special Education Coordinator
	40	20,3391	20,8534	21.3673	21.8827	22,397	22.91	,
	35	23.2447	23,8325	24.4198	25,0088	25,5966	26.1828	
	37.5	21.695	22,2437	22.7918	23.3415	23,8902	24,4373	
28	Annual	43771	44894	46017	47144	48266	49393	40 Civil Engineer 40 Director of Environmental Services
	40	20,9631	21.501	22,0388	22.5785	23.1159	23,6557	35 Fiscal and Information Manager 35 Social Services Computer
	35	23.9579	24.5725	25.1872	25,8041	26.4182	27.035	Operations Coordinator 37.5 Program Coordinator
	37.5	22.3607	22.9344	23,508	24.0838	24.657	25.2327	
29	Annual	45063	46213	47364	48514	49665	50816	37.5 Economic Development Specialist
	40	21.5819	22.1327	22.6839	23.2347	23.7859	24.3372	37.5 Environmental Planner 37.5 GIS Coordinator
	35	24.665	25,2945	25.9245	26,5539	27.1839	27.8139	37.5 Senior Planner
	37.5	23,0207	23.6082	24.1962	24.7837	25.3716	25.9596	
30	 Annual	46370	47563	48754	49943	51137	52326	35 Accountant
	40	22.2079	22.7792	23,3496	23.9191	24.4909	25,0603	35 Managed Care Program Coordinator 40 Plant Manager
	35	25.3804	26.0334	26.6853	27.3361	27.9896	28.6404	35 Speech Pathologist 35 Staff Social Worker***
	37.5	23,6884	24.2978	24.9063	25,5137	26.1236	26.731	
	***	52994 	54358 	55719 	57078	58442	59801	***40 hr/wk at 35 hr rate
31	Annual	47672	48864	50059	51247	52442	53632	37.5 Computer Programmer II 40 Reimbursement Specialist
	40	22.8314	23,4023	23.9746	24.5436	25.1159	25.6858	
	35	26.093	26.7455	27.3996	28.0498	28.7039	29.3552	
	37.5	24.3535	24.9625	25.5729	26.1798	26.7903	27,3982	
32	Annual	49530	50723	51912	53104	54292	55487	37.5 Chief Planner 40 Health Care Facility Comptroller
	40	23.7213	24.2926	24.8621	25.433	26.0019	26,5742	37.5 Network Manager 35 Service Coordinator
	35	27.11	27.763	28.4138	29,0662	29.7165	30,3706	* ************************************
	37.5	25.3027	25.9121	26.5195	27.1285	27.7354	28,3458	

SALARIED 2010 LABOR HOURS BASE 2 3 5 GRADE PER WEEK 33 50274 51467 52660 53802 55044 56236 37.5 Senior Computer Programmer Annual 35 Senior Staff Social Worker 40 24.0776 24.6489 25,2203 25.7672 26.3621 26.933 30.7805 35 27.5172 28.1702 28.8232 29.4483 30.1281 27.4851 37.5 25,6828 26.2922 26.9017 28.1195 28,7285 34 51329 52520 53715 54855 56098 57290 37.5 Public Health Epidemiologist Annual 40 25,1533 25.7256 26,2716 26,8669 27.4377 24.5829 35 28.0947 28.7466 29.4007 30.0246 30.705 31.3574 37.5 26,2217 28.023 28.658 29,2669 26.8301 27.4406 35 52384 53575 54768 55910 57152 58345 37.5 Director of Rehabilitation Serv Annual 25.0881 26,7768 27.3716 27.943 40 25.6585 26,2299 35 28.6721 29,324 29.977 30,6021 31.2819 31.9349 37.5 26.7607 27.3691 27.9785 28.5619 29.1964 29.8059 *** 59867 61229 62592 63897 65317 66680 ***40hr/week paid at 35 hr rate 35.1 53076 54265 55460 56653 57843 59036 37.5 Computer Programmer/Analyst Annual 35 Service Care Coordinator 40 25.4195 25,989 26,5613 27.1327 27,7026 28.2739 35 29.0509 29,7017 30.3558 31.0088 31.6601 32.3131 37.5 27.1142 27.7216 28.3321 28.9415 29.5494 30.1589 36 Annual 54261 55452 56646 57841 59026 60222 37.5 Physical Therapist 40 25.9871 26.5575 27.1293 27.7016 28.2692 28.842 31.659 32.3076 32.9622 35 29,6995 30.3514 31.0049 37.5 27.7195 28.328 28.9379 29.5484 30.1538 30.7648 37 55447 56637 57830 59023 60213 Annual 61407 40 26.5551 27.6964 28.2677 28.8376 29,4095 27.125 31 31,653 32,306 32.9573 33.6108 35 30.3487 37.5 28.3254 28.9333 29.5428 30.1522 30.7602 31.3701 60350 40 Registered Physician's Assistant 38 56776 57968 59160 61542 62735 Annual 37.5 Supervising Programmer/Analyst 28.9033 35 Supervising Social Worker 40 27.1916 27.7625 28.3333 29.4741 30.0455 35 31.0761 31.7285 32,381 33.0323 33.6847 34.3377 37.5 29.0043 29,6133 30.2222 30.8301 31.4391 32.0485 64887 66249 67612 68971 70334 71697 ***40hr/week paid at 35 hr rate 39 Annual 58093 59284 60477 61667 62861 64053 40 27,8223 28.3927 28.9641 29.534 30.1058 30.6767

35

37.5

31,7969

29,6771

32,4488

30.2856

33.1018

30.895

33,7531

31.5029

34.4067

32,1129

35.0591

32,7218

SALARIED 2010

LABOR GRADE	HOURS PER WEEK	BASE	1	2	3	4	5	
40	Annual	59409	60603	61793	62986	64178	65370	40 Senior Civil Engineer
	40	28.4526	29,0244	29,5943	30.1657	30.7366	31,3075	
	35	32.5172	33.1708	33,8221	34.4751	35,1275	35,78	
	37.5	30.3494	30,9594	31,5673	32.1768	32,7857	33,3946	
41	Annual	60725	61919	63112	64302	65496	66688	
	40	29,0829	29,6547	30.2261	30,796	31,3678	31.9387	
	35	33,2375	33,8911	34.5441	35.1954	35,8489	36,5014	
	37.5	31.0217	31.6317	32.2411	32,849	33.459	34.0679	
42	Annual	62045	63236	64430	65618	66814	68006	
	40	29,715	30.2854	30.8573	31.4262	31.999	32,5699	
	35	33,96	34.6119	35,2655	35.9157	36.5703	37.2228	
	37,5	31.696	32.3045	32,9144	33.5213	34.1323	34.7413	
43	Annual	63362	64555	65747	66938	68131	69322	
	40	30.3458	30.9171	31.488	32.0584	32.6298	33,2002	
	35	34.6809	35,3339	35,9863	36,6382	37,2912	37,9431	
	37,5	32,3688	32,9783	33,5872	34.1957	34.8051	35,4135	
44	Annual	64680	65874	67062	68255	69449	70642	
	40	30,977	31.5489	32.1178	32.6892	33.261	33.8324	
	35	35.4023	36,0558	36,7061	37.3591	38.0126	38,6656	
	37.5	33.0421	33.6521	34,259	34.8685	35,4784	36.0879	
45	Annual	65998	67188	68381	69573	70765	71959	***************************************
	40	31.6082	32.1782	32.7495	33,3204	33,8913	34.4631	
	35	36.1237	36.775	37,428	38,0805	38.7329	39,3864	
	37.5	33.7155	34.3234	34.9328	35.5418	36,1507	36.7607	
46	Annual	67179	68372	69567	70756	71948	73139	35 Supervising Psychologist
	40	32.1739	32.7452	33.3175	33.887	34.4579	35.0283	
	35	36.7701	37.4231	38.0772	38.728	39.3804	40.0323	•
	37,5	34.3188	34.9282	35.5387	36.1461	36.755	37.3635	
47	Annual	68497	69689	70883	72072	73265	74457	
	40	32.8051	33,376	33,9478	34.5172	35.0886	35,6595	
	35	37.4915	38.144	38.7975	39.4483	40.1013	40.7537	
	37,5	34.9921	35.601	36.211	36.8184	37.4278	38,0368	
48	Annual	69815	71006	72200	73390	74584	75775	
	40	33.4363	34.0067	34.5785	35.1485	35.7203	36.2907	
	35	38.2129	38.8648	39.5183	40.1697	40.8232	41.4751	
	37.5	35,6654	36,2738	36.8838	37.4917	38.1017	38.7101	

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BOR ADE	HOURS PER WEEK	BASE	1	2	3	4	5	
49	Annual	71133	72322	73518	74708	75901	77093	
	40	34,0675	34,637	35,2098	35.7797	36,3511	36,9219	
	35	38,9343	39.5851	40.2397	40.8911	41.5441	42.1965	
	37.5	36,3387	36.9461	37,5571	38,165	38,7745	39,3834	
50	Annual	72447	73641	74836	76026	77220	78408	40 Senior Civil Engineer II
	40	34.6968	35,2687	35,841	36.4109	36,9828	37.5517	
	35	39,6535	40,3071	40,9611	41.6125	42.266	42,9163	
	37,5	37.01	37,6199	38,2304	38,8383	39,4483	40.0552	
51	Annual	73766	74960	76153	77345	78535	79727	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	40	35.3285	35.9004	36.4717	37.0426	37.6125	38.1834	
	35	40.3755	41.029	41.682	42,3344	42.9858	43,6382	
	37,5	37,6838	38.2937	38.9032	39.5121	40.1201	40.729	
52	Annual	75084	76276	77472	78660	79853	81045	
	40	35,9598	36.5307	37.1034	37,6724	38.2438	38,8147	
	35	41.0969	41.7493	42.4039	43.0542	43.7072	44.3596	
	37.5	38,3571	38,966	39,577	40.1839	40.7934	41.4023	
53	Annual	76409	77594	78789	79977	81172	82364	
	40	36.5943	37.1619	37.7342	38.3032	38.8755	39,4464	
	35	41,8221	42.4707	43.1248	43.775	44.4291	45.0816	
	37.5	39,034	39.6393	40.2498	40,8567	41.4672	42.0761	
54	Annual	77719	78912	80105	81295	82490	83681	
	40	37,2217	37.7931	38,3645	38.9344	39,5067	40.0771	
	35	42,5391	43,1921	43.8451	44,4964	45.1505	45.8024	
	37.5	39,7032	40,3126	40.9221	41.53	42,1405	42.7489	
55	Annual	79037	80229	81422	82614	83808	84997	
	40	37.853	38.4239	38,9952	39,5661	40.1379	40.7074	
	35	43.2605	43.913	44.566	45.2184	45.8719	46.5227	
	37.5	40.3765	40.9854	41.5949	42.2038	42.8138	43.4212	
56	Annual	80354	81548	82740	83931	85123	86313	
	40	38,4837	39.0556	39.6264	40.1968	40.7677	41.3376	
	35	43.9814	44.6349	45,2874	45.9392	46.5917	47.243	
	37.5	41.0493	41.6593	42,2682	42.8766	43.4856	44.0935	

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LABOR GRADE	HOURS PER WEEK	BASE	1	2	3	4	5	
65	Annual	33522	34027	34552	35090	35640	36187	40
	40	16.0546	16,2965	16,5479	16.8056	17.069	17,3309	
65,5	Annual	36604	37159	37734	38321	38925	39525	40 Licensed Practical Nurse
	40 GPN	17,5307 17,2307	17.7965	18.0718	18.353	18,6422	18,9296	
66	Annual	39580	40438	41611	42155	43008	43867	40
	40	18.9559	19,3669	19.9286	20,1892	20,5977	21.0091	
66.5	Annual	42661	43587	44514	45441	46363	47291	40 Registered Professional Nurse
	40 GN	20.4315 20.1315	20,875	21.319	21.7629	22,2045	22,6489	
67	Annual	43447	44406	45370	46334	47289	48261	40 Head Nurse Trainee
	40	20,808	21.2672	21,7289	22.1906	22.648	23,1135	
67.5	Annual	46583	47614	48650	49683	50718	51753	40 Head Nurse
	40	22,3099	22.8036	23,2998	23,7945	24,2902	24,7859	
69	Annual	47091	48056	49016	49981	50944	51907	40
	40	22.5532	23.0153	23,4751	23,9373	24.3985	24.8597	
69.5	Annual	50198	51229	52254	53280	54312	55339	40 Nurse Practitioner
	40	24.0412	24.535	25.0259	25,5172	26,0115	26.5034	40 Supervising Nurse
 70	Annual	51764	52988	54211	55429	56654	57875	37,5 Occupational Therapist
••	37.5	26.4439	27.0692	27,694	28.3162	28.942	29,5658	

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BOR RADE	HOURS PER WE		BASE	1	2 H	3 OURLY	4 2010	5	
BOR RADE	HOURS PER WE		BASE	1	2	3	4	5	
82	Hourly	40	12,9098	13,0005	13,096	13,2023	13,3105	13,4187	40 Laborer
83	Hourly	40	13,1315	13.2195	13,3076	13,3992	13,508	13.619	40 Bus Driver (OFA&Veterans) 40 Motor Equipment Operator
,84	Hourly	40	13,4721	13,5641	13,6577	13.7537	13,8687	13,9854	40 Automotive Mechanic Helper 40 Bridge Painter
85	Hourly	40	13.9462	14,0463	14.1471	14,2519	14.3784	14.5047	40 Automotive Parts Clerk
86	Hourly	40	14,5459	14.6735	14.8059	14.9359	15.0669	15.1998	
87	Hourly	40	15.1108	15.2217	15.3353	15,4497	15,5859	15.7215	40 Bridge Construction Mechanic 40 Bridge Welder 40 Heavy Equipment Operator 40 Senior Automotive Parts Clerk
	Training Rate HEO/E	всм		14.8108					40 Welder
88	Hourly	40	16,1535	16.273	16.3924	16.5105	16.6543	16.7974	40 Automotive Body Repairer 40 Automotive Mechanic 40 Sign Shop Worker
90	Hourly	40	16.8294	16.9508	17.0831	17.2045	17.3259	17.4582	40 Crane Operator

ABOR RADE	HOURS PER WEEK	BASE	1	. 2	3	4	5	
3	Annual	25259	25579	25898	26215	26533	26852	
	40	12,1438	12,2976	12.451	12,6034	12.7563	12.9096	40 Cleaner 40 Custodial Worker 40 Food Service Helper
	35	13,8786	14.0544	14.2297	14.4038	14.5786	14.7538	40 Food Service Helper 40 Laborer (Infirmary) 40 Laundry Worker
	37.5	12,9533	13.1174	13,281	13,4436	13.6067	13.7703	40 Seamstress
A	Annual	25435	25751	26071	26389	26710	27027	35 Assessment Records Clerk Trainee 35 Chauffeur
7	40	12,2284	12.3803	12,5341	12.687	12.8413	12,9938	35 Clerk 35 Telephone Switchboard Operator
	35			14.6758	14,85	35 Typist		
				*********	************			
5	Annual	25974	26292	26613	26931	27249	27568	35 Leisure Time Activities Aide 40 Nurses Aide 35 Offset Brighing Machine Operator Traines
	40	12.4875	12.6404	12.7947	12.9476	13.1005	13,2538	35 Offset Printing Machine Operator Trainee
	35	14.2714	14.4462	14.6225	14.7973	14.972	15.1473	
6	Annual	26334	26653	26973	27290	27610	27930	35 Account Clerk 35 Account Clerk Typist
	40	12.6606	12.8139	12.9678	13.1202	13.274	13,4279	35 Civil Clerk 35 Community Services Worker
	35	14,4692	14,6445	14.8203	14.9945	15.1703	15,3462	35 Data Base Clerk 35 Tax and Title Searcher
·	37.5	13,5046	13,6682	13.8323	13,9949	14.159	14.3231	35 Youth Counselor 37.5 Home Health Aide
		00440	00700	07040	07007	07000	00005	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
6.1	Annual	26412	26729	27046	27367	27686	28005	
	40	12.6981	12.8505	13.0029		13,3106	13.4639	
	35	14.5121	14.6863	14.8604	15.0368	15,2121	15.3874	
7	Annual	26695	27015	27332	27653	27971	28288	35 Medical Audit Clerk 35 Medical Billing Clerk
•	40	12.8341	12,988	13.1404	13.2947	13.4476	13.6	35 Medical Records Clerk 40 Occupational Therapy Aide
	35		14.8434		15.194	15.3687	15,5429	40 Physical Therapy Alde 35 Receptionist
	33	14.0070	14.0404	10.0170	10.104	10.0001	10,0420	40 Rehabilitation Technician
								35 Senior Clerk 35 Senior Typist 35 Stenographer
								35 Assessment Records Clerk
8	Annual	27231	27550	27867	28188	28515	28850	40 Building Maintenance Aide 35 Motor Vehicle License Clerk
J							13.8702	35 Offset Printing Machine Operator
	40	13.0918	13.2452	13.3976	13.5519	13.7091	, , ,	35 Patients Agent 35 Purchasing Clerk
	35	14.9621	15.1374	15,3115	15.4879	15.6676	15.8516	35 Senior Account Clerk 35 Senior Account Clerk Typist
								35 Senior Community Services Worker 35 Stock Clerk
						•		35 Third Party Resource Clerk
	***	29034	29387	29738	30094	30456	30826	40 Ward Clerk *** 40 hr/week pald at 35 hr rate
9	Annual	27768	28088	28411	28746	29089	29440	35 Aging Services Aide 35 Assistant E&T Counselor/Coordinator
	40	13.35	13,5038	13.6591	13.8202	13.9851	14.1538	35 Drafter 40 Gerlatric Care Technician
		15.2571	15,433	15.6104		15.983	16.1758	35 HEAP Examiner 35 Office of Long Term Care Assistant
	35	10.2071	10,433	10,0104	10.7 540	10.703	10,1756	35 Probation Assistant
								40 Senior Nurses Aide 35 Social Services Program Specialist Trainee
								Seein eet tiese i lagiain obestatier traities
								35 Social Services Security and Safety Aide 35 Support Collector

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OR ADE	HOURS PER WEEK	BASE	1	2	3	4	5	
10	Annual	28197	28525	28860	29211	29568	29935	35 Administrative Aide 35 Assistant Motor Vehicle Bureau Supervisor
	40	13,5563	13.7139	13,875	14,0438	14.2154	14,3918	35 BICS Operator 35 Computer Operator
	35	15.4929	15,6731	15,8571	16,05	16.2462	16,4478	35 Early Intervention Program Specialist 35 Long Term Care Program Specialist
	***************************************					,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		35 Records Management Specialist 35 Youth Program Specialist
11	Annual	28806	29230	29665	30109	30570	31055	40 Cook 40 Dispatcher
	40	13.849	14.0529	14.262	14.4755	14.6971	14,9303	40 Engineering Alde
	35	15.8275	16.0604	16,2995	16,5434	16.7967	17,0632	
12	Annual	29474	29914	30367	30845	31325	31821	35 Administrative Assistant
	40	14.1702	14.3817	14,5995	14.8293	15,0601	15,2986	40 Assistant Housekeeper 40 Head Cook
	35	16,1945	16.4363	16,6852	16.9478	17.2115	17.4841	35 Medical Records Technician 35 Mental Health Records Technician
								35 Payroll Clerk 35 Personnel Clerk (Sheriff)
								35 Rables Control Coordinator
								35 Records Management Coordinator 35 Support Collection Unit Supervisor
								35 Tax Map Technician Trainee
13	Annual	30216	30684	31169	31657	32159	32662	35 Aging Services Representative 35 Assistant Social Services
	40	14.5269	14.7519	14.9851	15.2197	15.4611	15.7029	Computer Operations Coordinator
	35	16,6022	16.8593	17.1258	17.394	17,6698	17.9462	35 Computer HelpDesk/Trainer 35 Personnel Clerk
•								35 Social Services Program Specialist
14	Annual	31287	31777	32282	32790	33315	33835	35 Assessment Records Supervisor 40 Assistant Building Maintenance Mechanic
÷	40	15.0418	15.2774	15.5202	15.7644	16.0168	16.2668	35 Children's Program Specialist 40 Custodian
	35	17.1907	17.4599	17,7374	18.0165	18.3049	18,5907	40 Dietetic Technician 35 Legal Secretary
								35 Managed Care Specialist 35 Medical Auditor
								35 Principal Account Clerk
								35 Principal Account Clerk Typist 35 Senior HEAP Examiner
	***************************************							35 Third Party Resource Specialist
15	Annual	31834	32333	32844	33370	33893	34418	35 911 Coordinator
	40	15.3048	15.5447	15.7904	16.0433	16.2947	16.5471	35 Assistant to Director Veterans Services 35 Grants Manager I
	35	17.4912	17.7654	18.0462	18.3352	18,6225	18.911	35 Leisure Time Activities Director 35 Paralegal Assistant
	37,5	16.3251	16.581	16.8431	17.1128	17.381	17.6503	35 Social Services Investigator Trainee 35 Tax Map Technician
	3.13	, 10,0201	,0,00	,0,0,10,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,,,,,,,	,,,,,,,,	oo ran map roomiisian
16	Annual	33013	33533	34057	34580	35124	35671	OF Administration Ave. Land. (200 On 1977)
	40	15,8716	16.1216	16.3736	16,625	16,8865	17.1495	35 Administrative Assistant (DSS, OFA, DPW, Sh 40 Assistant Food Service Manager
	35	18.139	18.4247	18.7126	19	19.2989	19.5995	35 Assistant Social Worker (CMH) 35 Employment and Training Coordinator
								35 Employment and Training Counselor 35 Motor Vehicle Bureau Supervisor
								40 Pharmacy Aide
								35 Probation Officer Trainee 35 Resource Consultant
								40 Senior Bridge Painter 40 Senior Engineering Alde
								35 Social Services Connections Coordinator
								40 Social Work Assistant ***
								35 Volunteer Coordinator
								35 Volunteer Coordinator 40 Working Supervisor 35 Youth Program Director

LABOR GRADE	HOURS PER WEEK	BASE	1	2	3	4	5	
17	Annual	33590	34112	34641	35180	35734	36281	35 Addiction Counselor
	40	16,149	16.4	16,6543	16,9135	17.1798	17.4428 35 Dru	35 Alcoholism Counselor 35 Drug Abuse Counselor
	35	18.456	18.7429	19.0335	19.3297	19.6341	19,9346	35 Drug Abuse Educator 35 EMS/Emergency Management Coord
	37.5	17.2256	17.4933	17.7646	18,041	18.3251	18.6056	37.5 G.I.S. Technician 35 Purchasing Agent 35 Senior Social Services Program Specialist
17.1	Annual	34152	34675	35219	35769	36319	36872	
	40	16.4192	16,6707	16.9322	17.1966	17,4611	17.7269	
*****	35	18.7648	19.0522	19,3511	19.6533	19,9555	20,2593	***************************************
18	Annual	34738	35287	35837	36386	36939	37489	35 Assist. Director Real Property Tax Serv, I 35 Case Manager
	40	16.701	16,9649	17.2293	17.4933	17.7591	18.0236	35 Case Manager 35 Computer Technician (I) 35 Junior Accountant
	35	19,0868	19.3885	19.6907	19.9923	20,2962	20.5984	35 Mental Health Community Advocacy Wkr. 35 Paralegal
	37,5	17.8144	18.0959	18.3779	18.6595	18.9431	19.2251	35 Social Services Investigator 40 Social Work Assistant (Admissions)***
	***	39701	40328	40957	41584	42216	42845	35 Tax Collection Supervisor 35 Training and Educational Coordinator ***40hr/week paid at 35 hr rate
19	Annual	35902	36552	37198	37847	38495	39144	35 Accounting Supervisor Grade B 40 Building Maintenance Mechanic 35 Caseworker
	40	17,2606	17.5731	17.8837	18.1957	18,5072	18.8192	35 Probation Officer
	35	19,7264	20.0835	20,4385	20.7951	21.1511	21.5077	35 Tax Map Supervisor
	37.5	18.4113	18.7446	19.0759	19.4087	19.741	20.0738	·
20	Annual	36976	37665	38354	39042	39731	40423	40 Occupational Therapy Assistant 40 Physical Therapy Assistant 37.5 Planner Trainee
	40	17.7769	18.1082	18.4394	18.7702	19.1014	19.4341	40 Pub.Wks. Safety & Training Coordinator 35 Senior Drug Abuse Counselor
	35	20.3165	20.6951	21.0736	21.4516	21.8302	22.2104	35 Senior Drug Abuse Educator 35 Coordinator of Services for Aging
1	37.5	18,9621	19.3154	19.6687	20.0215	20.3749	20.7297	35 Senior Employment and Training Counselor 35 Senior Social Services Investigator
21	Annual	37497	38237	38975	39717	40455	41197	40 Bridge Crew Leader 40 Building Maintenance Mechanic II
	40	18.0274	18.3832	18.738	19.0947	19.4495	19,8063	40 Communications Supervisor 40 Highway Crew Supervisor
	35	20.6027	21.0093	21.4148	21.8225	22.228	22.6357	40 Senior Automotive Mechanic 35 Senior Case Manager 40 Solid Waste Crew Supervisor
22	Annual	38273	39035	39800	40560	41320	42085	37.5 Computer Programmer Trainee 35 Computer Technician (II)
	40	18.4005	18.7668	19.1346	19.5	19.8654	20,2332	35 Grants Manager II 35 Principal Social Services Program Specialist
	35	21.0291	21.4478	21.8681	22.2857	22.7033	23,1236	35 Sr. SS Systems Coordinator
	37.5	19.6272	20.0179	20.4103	20.8	21.1897	21.5821	
23	Annual 39305	40141	40977	41814	42649	43486	25 Addiction Councilor (CASAC)	
	40	18.8966	19.2986	19.7005	20.1029	20.5043	20.9067	35 Addiction Counselor (CASAC) 35 Alcoholism Counselor (CAC) 40 Assistant Chill Englands
	35	21.5962	22.0555	22.5148	22.9747	23.4335	23.8934	40 Assistant Civil Engineer 35 Business Manager 25 Print Abuse Counciles CASAC
	37.5	20.1564	20.5851	21.0138	21.4431	21.8713	22.3005	 35 Drug Abuse Counselor CASAC 35 Emp. & Trng. Program Supervisor 40 Project Crew Supervisor 35 Senior Caseworker I 35 Senior Probation Officer 35 Supervising Social Services Investigator

LABOR GRADE	HOURS PER WEEK	BASE	1	2	3	4	5	
25	Annual	40872	41779	42687	43594	44503	45412	40 Bridge Construction Supervisor 35 E & T Fiscal/Office Manager
	40	19.65	20.0861	20,5226	20.9587	21,3957	21.8327	37.5 Environmental Technician 40 Motor Equipment Maintenance Supervisor
	35	22,4571	22,9555	23,4544	23,9527	24.4522	24,9516	37.5 Planner
	37.5	20,96	21.4251	21,8908	22,3559	22,8221	23,2882	35 Senior Caseworker II 35 Senior Computer Technician
26	Annual	42171	43159	44146	45135	46123	47110	37.5 GIS Analyst 35 Head Social Services Program Specialist
	40	20,2745	20,7495	21.224	21,6995	22.1745	22,649	37.5 Health Education Coordinator 35 Senior Addiction Counselor
	35	23.1709	23.7137	24,256	24.7995	25.3423	25,8846	35 Senior Alcoholism Counselor (CAC) 40 Social Worker CCCC ***
	37,5	21,6262	22.1328	22,639	23.1462	23,6528	24.159	35 Staff Development Coordinator 35 Supervising Probation Officer
	***	48196	49325	50453	51583	52712	53840	*** 40Hr/wk at 35 hr rate at DCCCC
27	Annual	43468	44542	45615	46691	47765	48836	40 Assistant Employment and Training Director II 35 Case Supervisor Grade B 35 Special Education Coordinator
	40	20.8981	21.4144	21.9303	22.4476	22.9639	23.4788	35 Special Education Coordinator
	35	23,8835	24.4736	25.0632	25.6544	26.2445	26.833	
	37.5	22.2913	22.8421	23,3923	23.9441	24.4949	25,0441	
****			**********			***********		40 Civil Engineer
28	Annual	44771	45894	47017	48144	49266	50393	40 Director of Environmental Services 35 Fiscal and Information Manager
	40	21.5245	22.0644	22.6043	23.1462	23,6856	24.2274	35 Social Services Computer Operations Coordinator
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	35	24.5995	25.2165	25.8335	26,4527	27.0692	27.6885	37.5 Program Coordinator
	37.5	22,9595	23.5354	24.1113	24.6892	25,2646	25.8426	
29	Annual	46063	47213	48364	49514	50665	51816	37.5 Economic Development Specialist
	40	22.1457	22.6986	23.2519	23.8048	24.3582	24.9115	37.5 Environmental Planner 37.5 GIS Coordinator
	35	25.3093	25.9412	26.5736	27.2055	27.8379	28.4703	37.5 Senior Planner
	37,5	23.6221	24.2118	24.8021	25.3918	25.9821	26.5723	
30	Annual	47370	48563	49754	50943	52137	53326	35 Accountant
	40	22.774	23.3476	23.9202	24,4918	25.0659	25.6375	35 Managed Care Program Coordinator 40 Plant Manager
	35	26.0275	26.683	27.3374	27.9907	28.6467	29,3	35 Speech Pathologist 35 Staff Social Worker***
	37.5	24.2923	24.9041	25.5149	26.1246	26.7369	27,3467	35 Case Supervisor Grade A
	***	54137	55501	56862	58221	59585	60944	***40 hr/wk at 35 hr rate
		40070	40004			50440		37.5 Computer Programmer II
31	Annual	48672	49864	51059	52247	53442	54632	40 Reimbursement Specialist
	40	23.4	23,9731	24.5476	25.1188	25,6933	26.2654	
	35	26.7429	27.3978	28.0544	28.7071	29.3637	30.0176	
*****	37.5	24.96	25.5713 	26.1841	26.7933	27.4062	28.0164	
32	Annual	50530	51723	52912	54104	55292	56487	37.5 Chief Planner 40 Health Care Facility Comptroller
	40	24.2933	24.8668	25.4385	26,0115	26.5827	27.1572	37.5 Network Manager 35 Service Coordinator
	35	27.7637	28,4192	29.0725	29.7275	30.3802	31.0368	22 Service Cooldinator
	37.5	25.9128	26.5246	27.1344	27.7456	28.3549	28.9677	•

LABOR GRADE	HOURS PER WEEK	BASE	1	2	3	4	5	
33	Annual	51274	52467	53660	54802	56044	57236	37.5 Senior Computer Programmer
	40	24.651	25,2245	25,7981	26.3471	26.9442	27,5173	35 Senior Staff Social Worker
	35	28.1725	28,828	29,4835	30.111	30.7934	31,4484	
	37.5	26.2944	26.9062	27.5179	28.1036	28.7405	29,3518	
34	Annual	52329	53520	54715	55855	57098	58290	37,5 Public Health Epidemiologist
	40	25.1582	25.7308	26,3053	26.8534	27.451	28,024	
	35	28.7522	29.4066	30,0632	30.6896	31.3725	32,0275	
	37.5	26.8354	27.4462	28.059	28,6436	29,281	29.8923	
35	Annual	53384	54575	55768	56910	58152	59345	37,5 Director of Rehabilitation Serv
	40	25.6654	26,238	26.8115	27,3606	27.9577	28,5313	
	35	29.3319	29.9863	30.6418	31,2692	31.9516	32.6071	
	37.5	27.3764	27.9872	28,599	29.1846	29.8215	30.4333	
	. ***	61011	62372	63735	65040	66460	67823	***40hr/week paid at 35 hr rate
35.1	Annual	54076	55265	56460	57653	58843	60036	37.5 Computer Programmer/Analyst 35 Service Care Coordinator
	40	25.9981	26.5697	27.1442	27.7178	28.2899	28.8635	35 Service Care Goodullator
	35	29.7121	30.3654	31.022	31.6775	32.3313	32,9868	
	37.5	27.7313	28.341	28.9538	29,5656	30.1759	30.7877	
36	Annual	55261	56452	57646	58841	60026	61222	37.5 Physical Therapist
	40	26.5678	27.1404	27.7144	28.2889	28.8587	29.4337	
	35	30.3632	31.0176	31.6736	32.3302	32.9813	33,6385	
	37.5	28.339	28.9497	29.5621	30,1749	30.7826	31,3959	
37	Annual	56447	57637	58830	60023	61213	62407	
	40	27.138	27.7101	28.2837	28.8572	29.4293	30.0034	
	35	31.0148	31.6687	32.3242	32.9797	33.6335	34.2896	
	37.5	28.9472	29.5574	30.1692	30.781	31.3913	32.0036	
38	Annual	57776	58968	60160	61350	62542	63735	40 Registered Physician's Assistant 37.5 Supervising Programmer/Analyst
	40	27.7769	28,35	28.9231	29,4952	30.0683	30.6418	35 Supervising Social Worker
	35	31.7451	32.4	33.0549	33.7088	34.3637	35.0192	
	37.5	29,6287	30.24	30.8513	31,4615	32.0728	32,6846	
	***	66030	67392	68755	70115	71477	72840	***40hr/week paid at 35 hr rate
39	Annual	59093	60284	61477	62667	63861	65053	
	40	28.4101	28.9827	29.5563	30.1284	30.7024	31.2755	
	35	32.4687	33.1231	33,7786	34.4324	35.0885	35.7434	
	37.5	30.3041	30.9149	31.5267	32.1369	32.7492	33.3605	

OR ADE	HOURS PER WEEK	BASE	1	2	3	4	5	
40	Annual	60409	61603	62793	63986	65178	66370	40 Senior Civil Engineer
	40	29.0428	29,6168	30,1889	30,7625	31,3356	31.9087	
	35	33.1918	33,8478	34.5016	35,1571	35.8121	36,467	
	37.5	30,979	31.5913	32.2015	32,8133	33,4246	34.0359	
41	Annual	61725	62919	64112	65302	66496	67688	
	40	29.6755	30,2495	30,8231	31,3952	31.9692	32,5423	
	35	33,9148	34.5709	35,2264	35,8802	36,5363	37.1912	
	37.5	31,6538	32,2662	32,8779	33,4882	34,1005	34.7118	
42	Annual	63045	64236	65430	66618	67814	69006	
	40	30.3101	30,8827	31.4567	32.0279	32.6029	33.176	
	35	34.6401	35,2945	35,9505	36,6033	37.2604	37.9154	
	37,5	32.3308	32.9415	33,5538	34,1631	34.7764	35.3877	
43	Annual	64362	65555	66747	67938	69131	70322	
	40	30.9433	31.5168	32.0899	32,6625	33,2361	33.8087	
	35	35.3637	36,0192	36,6742	37.3286	37.9841	38.6385	
	37.5	33.0062	33.6179	34.2292	34.84	35,4518	36.0626	
44	Annual	65680	66874	68062	69255	70449	71642	
	40	31.5769	32.151	32.7221	33.2957	33,8697	34,4433	
	35	36.0879	36.744	37.3967	38.0522	38,7082	39.3637	
	37,5	33,6821	34.2944	34.9036	35.5154	36.1277	36.7395	
45	Annual	66998	68188	69381	70573	71765	72959	
	40	32.2106	32.7827	33.3563	33.9293	34.5024	35.0764	
	35	36.8121	37.4659	38.1214	38.7764	39.4313	40.0874	
	37.5	34.3579	34.9682	35.58	36.1913	36.8026	37.4149	
46	Annual	68179	69372	70567	71756	72948	74139	35 Supervising Psychologist
	40	32.7784	33,3519	33.9264	34.4981	35,0712	35.6438	
	35	37.461	38,1165	38.7731	39.4264	40.0813	40.7357	
	37.5	34.9636	35,5754	36.1882	36,7979	37.4092	38.02	
47	Annual	69497	70689	71883	73072	74265	75457	
	40	33,412	33.9851	34.5591	35,1308	35.7043	36.2774	
	35	38.1852	38.8401	39.4962	40.1495	40.8049	41.4599	
	37.5	35.6395	36.2508	36.8631	37.4728	38.0846	38.6959	
48	Annual	70815	72006	73200	74390	75584	76775	
	40	34.0457	34.6183	35.1923	35.7644	36,3385	36.9111	
	35	38.9093	39.5637	40.2198	40,8736	41.5297	42.1841	
	37.5	36.3154	36,9262	37.5385	38.1487	38,761	39,3718	

ABOR GRADE	HOURS PER WEEK	BASE	1	2	3	4	5	
49	Annual	72133	73322	74518	75708	76901	78093	
	40	34,6793	35,251	35,826	36,3981	36,9716	37.5447	
	35	39,6335	40.2868	40,944	41.5978	42.2533	42,9082	
	37,5	36,9913	37,601	38,2144	38.8246	39,4364	40.0477	
50	Annual	73447	74641	75836	77026	78220	79408	40 Senior Civil Engineer II
	40	35.3111	35,8851	36,4596	37.0317	37.6058	38,1769	
	35	40,3555	41,0115	41,6681	42,322	42,978	43,6308	
	37,5	37.6651	38.2774	38,8903	39,5005	40.1128	40.7221	
51	Annual	74766	75960	77153	78345	79535	80727	
	40	35,9452	36,5192	37.0928	37.6659	38,238	38.8111	
	35	41.0802	41.7363	42.3918	43.0467	43.7005	44.3555	
	37.5	38,3415	38,9538	39.5656	40.1769	40.7872	41,3985	
52	Annual	76084	77276	78472	79660	80853	82045	
	40	36.5788	37.1519	37.7269	38.2981	38.8716	39,4447	
	35	41.8044	42,4593	43.1165	43.7692	44.4247	45.0797	
	37.5	39.0174	39.6287	40.2421	40.8513	41.4631	42.0744	
53	Annual	77409	78594	79789	80977	82172	83364	
	40	37.2159	37.7856	38,3601	38.9313	39.5058	40.0788	
	35	42.5324	43.1835	43.8401	44.4929	45.1495	45.8044	
	37,5	39.6969	40.3046	40.9174	41.5267	42.1395	42.7508	
54	Annual	78719	79912	81105	82295	83490	84681	
	40	37.8457	38.4192	38,9928	39.5649	40.1394	40,712	
	35	43.2522	43,9077	44.5632	45.217	45,8736	46,528	
	37.5	40.3687	40.9805	41.5923	42.2026	42.8154	43,4262	
55	Annual	80037	81229	82422	83614	84808	85997	
	40	38.4793	39.0524	39,626	40,199	40.7731	41.3447	
	35	43.9764	44.6313	45.2868	45.9418	46,5978	47.2511	
	37.5	41.0446	41.6559	42.2677	42,879	43.4913	44.101	
56	Annual	81354	82548	83740	84931	86123	87313	
	40	39.1125	39.6865	40.2596	40.8322	41.4053	41.9774	
	35	44.7	45.356	46.011	46.6654	47.3203	47.9742	
	37.5	41.72	42.3323	42.9436	43.5544	44.1656	44.7759	

ABOR GRADE	HOURS PER WEEK	BASE	1	2	3	4	5	
65	Annual	34522	35027	35552	36090	36640	37187	40
	40	16,5971	16,8399	17.0923	17.351	17.6154	17.8784	
 65,5	Annual	37604	38159	38734	39321	39925	40525	40 Licensed Practical Nurse
	40 GPN	18.0788 17.7788	18,3457	18,6221	18.9043	19.1947	19.4832	
66	Annual	40580	41438	42611	43155	44008	44867	40
	40	19,5096	19,9221	20.4861	20,7476	21.1577	21.5707	
66,5	Annual	43661	44587	45514	46441	47363	48291	40 Registered Professional Nurse
	40 GN	20,9909 20,6909	21.4361	21.8817	22.3274	22.7707	23,2168	
67	Annual	44447	45406	46370	47334	48289	49261	40 Head Nurse Trainee
	40	21,3688	21.8298	22.2933	22.7567	23.2159	23,6832	
67.5	Annual	47583	48614	49650	. 50683	51718	52753	40 Head Nurse
	40	22.8764	23,3721	23.8702	24.3668	24.8644	25,362	
69	Annual	48091	49056	50016	50981	51944	52907	40
	40	23.1207	23,5846	24.0462	24.5101	24.9731	25.4361	
69.5	Annual	51198	52229	53254	54280	55312	56339	40 Nurse Practitioner
	40	24.6144	25.1101	25.6029	26.0962	26.5923	27.0861	40 Supervising Nurse
 70	Annual	52764	53988	55211	56429	57654	58875	37.5 Occupational Therapist
	37.5	27.0585	27.6862			29.5662	30,1923	

						SALARIEI	2011		
LABOR GRADE	HOURS PER W		BASE	1	2	3	4	5	
						HOURLY	2011		
LABOR GRADE	HOURS PER W		BASE	1	2	. 3	4	5	
82	Hourly	40	13,3906	13.4813	13,5768	13,6831	13.7913	13,8995	40 Laborer
83	Hourly	40	13.6123	13.7003	13,7884	13,88	13,9888	14.0998	40 Bus Driver (OFA&Veterans) 40 Motor Equipment Operator
84	Hourly	40	13,9529	14.0449	14.1385	14.2345	14,3495	14.4662	40 Automotive Mechanic Helper 40 Bridge Painter
85	Hourly	40	14.427	14.5271	14,6279	14,7327	14,8592	14.9855	40 Automotive Parts Clerk
86	Hourly	40	15.0267	15.1543	15,2867	15.4167	15,5477	15.6806	
87	Hourly	40	15,5916	15.7025	15,8161	15.9305	16.0667	16.2023	40 Bridge Construction Mechanic 40 Bridge Welder 40 Heavy Equipment Operator 40 Senior Automotive Parts Clerk
	Trainin	g Rate	HEO/BCM	15.2916				***************************************	40 Welder
88	Hourly	40	16.6343	16.7538	16.8732	16.9913	17.1351	17.2782	40 Automotive Body Repairer 40 Automotive Mechanic 40 Sign Shop Worker
90	Hourly	40	17.3102	17.4316	17.5639	17,6853	17.8067	17.939	40 Crane Operator