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IDnum 411 **Language** English **Country** United States **State** NY

Union AFSCME (American Federation of State, County and Municipal Employees) AFL-CIO

Local 1000

Occupations Represented
Multiple occupations represented

Bargaining Agency Tompkins County

Agency industrial classification (NAICS):

92 (Public Administration)

BeginYear 2001 **EndYear** 2004

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Notes

Contact

Full text contract begins on following page.

AGREEMENT

by and between the

COUNTY OF TOMPKINS

and the

TOMPKINS COUNTY UNIT, LOCAL 855

of

**THE CIVIL SERVICE
EMPLOYEES' ASSOCIATION, INC.
Local 1000, AFSCME, AFL-CIO**

**AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES**

WHITE COLLAR UNIT

JANUARY 1, 2001 – DECEMBER 31, 2004

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SECTION 1 - INTRODUCTION

This settlement, effective the first day of January 2001, shall remain in force and effect through December 31, 2004. The County of Tompkins shall hereinafter be referred to as the County, and the Tompkins County White Collar Unit of Tompkins County CSEA Local 855 of CSEA/AFSCME shall hereinafter be referred to as the Union or CSEA.

The Public Employees Fair Employment Act of the State of New York, the other provisions of the Civil Service Laws, and local laws or resolutions now or hereinafter adopted by the County which are not inconsistent with said Act shall govern the terms of this settlement.

The subsequent Articles contained in this Agreement may be separately re-opened for negotiations with no effect on the whole, provided both the Union and the County agree to re-open the issue and no change will be adopted to become part of this Agreement except by majority vote of the Union membership in favor of doing so.

SECTION 2 - RECOGNITION

The County recognizes the Tompkins County White Collar Unit of Civil Service Employees' Association, Inc., AFSCME Local 1000, AFL/CIO as the sole and exclusive representative for all employees excluding CSEA Blue Collar Unit employees, elected officials, Sheriff's Department employees, managerial and confidential employees. (See Exhibit A -titles covered by this agreement.)

The Union affirms that it does not assert the right to strike against the employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct or to participate in such a strike, in accordance with Section 210 of the Public Employees Fair Employment Act.

Dues and Agency Fee Deduction - The County shall accord the Union a deduction on its payroll for membership dues as authorized by the employees, in writing, to the Comptroller's Office and Agency fees for all other non-member employees of the Unit. Agency Fee deduction shall take place for all non-member employees represented by this agreement regardless of full-time, part-time or temporary status except Board of Elections Clerks. No other unrecognized employee organization shall be accorded any such payroll privilege. The fiscal officer making such dues deduction shall transmit these amounts to: CSEA, Capitol Station, Box 7125, Albany, New York 12224.

If a change in the amount of dues or Agency fees to be deducted occurs, the Union shall notify the employer of such change and within two pay periods from the date of notification the County shall implement said amount change.

The CSEA shall indemnify and hold the employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or for reason of, action taken by the employer, in reliance upon payroll deduction authorization cards submitted by CSEA to the employer.

SECTION 3 - AGENCY SHOP

The Tompkins County White Collar Unit of Tompkins County CSEA Local 855 of CSEA/AFSCME is an agency shop; as a condition of employment with the County, all non-exempt employees represented by the Unit who are not members of the Union will have an agency fee deducted through payroll as described in Section 2 of this Agreement. The said fee will be equal to the amount of membership dues.

SECTION 4 - EMPLOYEE DEFINITION

The following definitions are to be used only and solely for interpreting the provisions of this contract and do not relate to any other rule, policy, or law.

1) Full-time employee - All employees are to be considered full-time employees unless they come under one of the following definitions:

a) Part-time employees: Part-time employment means any employment or combination of employments in Tompkins County in which an individual works less than fifty percent of the time prescribed as a normal work week by the appropriate governing body or other appropriate authority of the civil division. Any part-time position which is utilized equivalent to a full-time position more than 6 months in a 12 month interval shall be converted to a full-time position with appropriate compensation.

b) Temporary employees: A temporary employee is a person hired for a period not exceeding one month when the need for such service is important and urgent. A temporary appointment may be made for a period exceeding one month under the following circumstances only:

When an employee is on a leave of absence from his/her position, a temporary appointment to such position may be made for a period not exceeding the authorized duration of such leave of absence as prescribed by statute or rule. Temporary employees shall be given 30 calendar days notice prior to the extension or termination of their appointment.

c) Seasonal employees: A seasonal employee is a person 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.

d) Sub-contracting employees: The County and the Union agree that sub-contracting is undesirable. However, the County and the Union agree that no person other than those normally employed shall perform the work normally done by a member of the bargaining unit except in cases of emergency as determined by the County and the Union, or if such work is beyond the scope of the work currently being performed by County employees. Whenever the Employer proposes to sub-contract work or services normally performed by bargaining unit employees, the Union will be notified no later than thirty (30) calendar days prior to the date of sub-contracting and the Union will have the right to meet with the Employer to negotiate the proposed action. The time requirement may be waived by mutual agreement.

SECTION 5 - COMPENSATION

1. Job titles by labor grade and salary, are attached (see Exhibits A, B, C and D).
2. Annual Salary Increases

a) Effective January 1, 2001 the annual salary schedule will increase by 4.25%.

The Hire Rate will increase by 4.25% and the Working Rate will increase by 4.25%.

b) Effective January 1, 2002 the annual salary schedule will increase by 4.25%,

c) Effective January 1, 2003 the annual salary schedule will increase by 4.25%.

d) Effective January 1, 2004 the annual salary schedule will increase by 4.25%.

e) Employees hired on or after January 1, 2001 will receive the Hire Rate in their labor grade until the training period set forth below has been completed.

f) The training period for all labor grades is nine (9) months.

g) Employees promoted and moving to a new labor grade will receive the Hire Rate for the new labor grade until the training period set forth above has been completed. If the Hire Rate of the new position is less than the Working Rate of the previous position, the employee will receive the Working Rate of the previous position plus 2% during the training period.

h) All employees who were negatively affected by the Pay Equity Agreement reached 5/31/91, will continue to receive 75% of the agreed upon scheduled increases through the termination of County service in present title.

i) Longevity Payments:

Longevity payments based on all time in service will be made to employees annually using the following schedule:

Upon Completion of:	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>
10 - 14 years of service	\$325.00	\$350.00	\$375.00	\$400.00
15 - 19 years of service	\$375.00	\$400.00	\$425.00	\$450.00
20 - 24 years of service	\$425.00	\$450.00	\$475.00	\$500.00
25 years or over	\$475.00	\$500.00	\$525.00	\$550.00

Employees receive Longevity payments in the pay period following their fringe date. For part-time employees the Longevity payment will be pro-rated (See Benefits Applicability Section 10).

3. Shift Premiums

a) The County will pay shift premiums to all employees who are assigned to work a regularly scheduled full second and/or third shift as follows:

\$.85 per hour, for the life of the contract.

b) Definitions of Shifts:

i) First Shift (day shift): Any shift starting from 6:00a.m. through 11:59 a.m.

ii) Second Shift (evening shift): Any shift starting from 12:00 noon through 4:59 p.m.

iii) Third Shift (night shift): Any shift starting from 5:00 p.m. through 5:59 a.m.

4. Salary for Part-time employees

Payment for part-time employees will be made on the basis of the annual salary for the classification concerned, divided by the department's standard annual work hours.

5. Salary for Rehired or Reinstated Employees

a) Any person rehired or reinstated within one (1) year from the date of resignation/removal in the same classification will be rehired at the Working Rate if the training period was served prior to resignation/removal. If the training period was not completely served, the employee will be rehired at the Hire Rate and serve the balance of the training period before moving to the Working Rate of the classification.

6. Transfer

If an employee transfers in the same title to another County department he/she shall remain at the same salary level in that grade. All other eligible transfers shall be hired at the Hire Rate.

7. Voluntary Demotion

If an employee is permitted to take a voluntary demotion after having been promoted, and he/she returns to his/her former position, he/she will return to the salary he/she would have been earning had he/she never taken the promotion.

8. Overtime Compensation for Non-Exempt Employees

a) All overtime must be prior approved by a department head or his/her designee. The County will pay overtime in accordance with the Fair Labor Standards Act as long as said act has legal force and effect over the County.

b) For non-exempt employees with a 40 hour work week, time and a half will be paid for all hours worked over 40 in any work week.

c) For non-exempt employees working a 35 hour work week, if the employee works between 35 and 40 hours in a work week, all hours worked over 35 and up to 40 would go into their compensatory time off bank. If the hours paid in the work week exceeded 40, the employee shall receive straight time earnings for all hours between 35 and 40, and time and a half for all hours worked over 40. Compensatory time off may be accumulated to a maximum of the equivalent of two weeks of regularly scheduled workweek hours.

d) When it is impracticable to grant compensatory time off within a reasonable period, the department head shall recommend through the Government Operations Committee, that payment be made through the County's overtime approval process.

e) Payment beyond the provisions of the Fair Labor Standards Act may be provided for in this contract.

9. On-Call

a. On Call - Department of Social Services

i) Two hours of pay at the employee's regular compensation rate for each day of on-call time from Monday through Friday.

ii) Four hours of pay at the employee's regular compensation rate for each day of on-call time for Saturday and Sunday.

iii) Seven hours of pay at the employee's regular compensation rate for each holiday. When a holiday falls on a Saturday or Sunday and the legal holiday is celebrated on Friday or Monday, the employee will be paid at the holiday rate for both days, i.e., Friday, Saturday or Sunday and Monday.

On-call employees will be paid straight time for hours between 35 and 40, and at time and one-half over 40 hours in a payroll week. On-call hours as defined in 9i, ii, and iii above are not included in calculating the overtime rate.

All qualified employees in the Department of Social Services with one year of service in their respective department, or equivalent, and who have completed training for serving on-call, or who are scheduled for training for serving on-call prior to the time they will have to render on-call services, shall be eligible to serve on-call.

The department head or designee will post every three (3) months a list for volunteers to sign up for on-call. Should the list not be completed by volunteers, the department head will assign eligible employees to the list in inverse order of seniority to serve on-call time. Seniority will be determined by the date the employee is appointed to any Caseworker or any Nursing title, either permanently, provisionally or temporarily, within the last two years.

An employee who has taken on-call or been assigned on-call will not be assigned by the department head to take on-call again until all eligible on-call employees have been assigned. The eligible on-call list shall be established and conspicuously posted by January 31 of each year.

Persons who became eligible to be assigned to on-call during the life of an existing on-call list will be added to the eligible list at the time a new on-call sign-up sheet is posted. In an emergency, the department head may assign an eligible employee to the on-call schedule after the point he/she becomes eligible but prior to the posting of the list where his/her name would ordinarily be added to the list.

An employee who cannot take the assigned on-call must notify the department head in writing of the reason (s)he is not able to take on-call and is asking to be excused as soon as the reason is known to the employee.

Except for emergency situations, the only acceptable reasons for not being able to take on-call are: Sabbath observance, handicap, illness with physician verification, military obligation, wedding of a family member, wedding in which the individual is a member of the wedding party, and all time off approved prior to the assignment of on-call. In an emergency, the nature and extent of the emergency must be made known to the department head and the department head may rule that an employee's situation does not constitute an emergency. Emergency situation includes death of a family member as defined in Section 15 of the current Agreement between the County and CSEA.

Employees should select the period(s) of on-call time they would like to serve, however, it remains the responsibility of the respective department head for the final schedule. If the employee who volunteered or has been scheduled by the department is unable to serve on-call, the employee may find an eligible substitute for his/her scheduled period or any part of the period he/she is unable to serve on-call. Employees must notify the department head or designee, in writing, of the substitute's name and any other information that is needed.

b. Health Department Nurses Coverage

1) Nurses may make physician ordered visits on weekday evenings, Saturdays, Sundays and holidays at the following rates per visit:

<u>Visit/Shift Type</u>	<u>2001 Rates</u>	<u>Admin On-Call</u>	<u>2001 Rates</u>
Sched/Unsched Visits	37.0000	On-Call Mon-Thur	33.2801
On-Call Mon-Thur	27.5042	On-Call Friday	46.5921
On-Call Friday	38.5059	On-Call Sat-Sun	69.8882
On-Call Sat-Sun	57.7589	On-Call Holidays	99.8403
Admission Visits	75.0000	Chris Eve/NY's Eve	66.5602
Holiday Adm. Visits	86.0000		
Holiday Visits	50.0000		
On-Call Holidays	82.5127		
Chris Eve/NY's Eve	55.0084		

2) Approval to make said visits will be granted by the Supervising Nurse.

3) The rate paid will be in addition to scheduled work time, but compensatory time will not be accrued. The per visit rate is a flat rate and would not be figured as overtime.

4) The supervising nurse will post every three (3) months a calendar for nurses to sign up to make visits.

5) Nurses shall use a County car to make said visits, unless mileage is approved by the supervising nurse.

Note: For the full policy and rate schedule, please contact the Director of Patient Services or the Public Health Director.

c. Mental Health

The Mental Health Department provides an evening and weekend coverage program for community support to law enforcement agencies. Existing CSEA staff provide this service on a rotating basis. Each employee approved, trained and volunteering for this "after hours" coverage will be paid \$250.00 per week for the coverage period regardless of number of calls or case management activities.

10. Tardiness

Regular time shall be computed from the normal starting time for each employee's regularly scheduled shift. In the event of tardiness the time deducted will be computed in units of one-tenth of an hour.

11. County Cars

County vehicles may not be used for personal business. The Department Head may allow an employee to drive a County vehicle to his/her personal residence when such usage will be to the benefit of the County. The personal convenience of the employee will not be a consideration.

12. Mileage

County employees authorized to use their personal vehicles in the absence of a County vehicle will be paid the prevailing Internal Revenue Service rate (the depreciation will not be considered) for the use of such vehicles.

13. Salary for Travel Time

a) Optional Travel

Optional travel is travel that has been authorized by the department head but not required. If the department head strongly encourages the employee to travel, for training or any other purpose, the travel shall not be treated as optional.

For optional travel the department head or designee must notify the employee in advance of how much, if any, travel time outside normal working hours will be compensated and how much of the expenses of traveling will be reimbursed.

b) Required Travel

When an employee has been required or strongly encouraged to travel, travel time must be compensated and all travel expenses must be reimbursed.

14. Call In

Specific titles that are required to come to work as called in outside their designated work hours shall be compensated at time and one half for a minimum of two (2) hours. To be considered "Called In", the two hours must not be an extension of the regular work shift and must be approved by the Department Head or his/her designee.

SECTION 6 - TRAVEL EXPENSE REIMBURSEMENT

No travel advance will be made to employees who travel on County business. Expenses must be covered by (a) use of a County purchase order form, or (b) use of a conference/meeting and travel/training expense voucher.

Travel expenses will be reimbursed only for travel authorized in advance, (i.e. scheduled county meetings). The maximum meal allowance reimbursement for out of County business shall be as follows:

Breakfast	\$6.00
Lunch	\$8.00
Dinner	\$16.00
Per diem rate	\$30.00

Breakfast will be reimbursed only if the employee must leave home before 6:00 a.m. Lunch will be allowed only if the employee is out of the County and cannot return by 2:00 p.m., exclusive of stopping for lunch. Dinner will be allowed only if the employee is out of the County and cannot return by 8:00 p.m., exclusive of stopping for dinner.

Employees on County business who are required to travel out of the County for an entire calendar day will be allowed a per diem rate up to the maximum of \$30.00 for meals on that day. Calendar day is defined in previous paragraph.

Exceptions to the maximum meal allowance reimbursements will be allowed for expenses incurred while on approved County business in or out of the County if 1) an employee is participating in an approved conference or training program, 2) meal costs are not included in any registration costs and, 3) the meal is offered as part of the conference or training program and has a pre-arranged cost.

Travel refers to out-of-county travel and includes expenses for transportation, parking, tolls, meals and lodging. Reimbursements will be made for tolls and parking.

SECTION 7 - WORK WEEK

1. The standard work week, based on an annual salary, for all County employees shall be a minimum of 35 and maximum of 40 hours as established by the department head. The department head shall notify affected employees of a change in the standard workweek and request a voluntary agreement to alter the workweek with a minimum notice of 14 calendar days, unless the employee agrees to waive the required notice period. New employees hired after 1/1/94 or employees who change departments after 1/1/94 will accept the standard work week of the department.

For an employee who involuntarily changes units or work location in the same title within the same department, or is involuntarily transferred to another department in the same title, the department head shall request a voluntary agreement to alter the employee's workweek.

2. Flex Hours/Days

Employees may work other than the full-time work week hours normally worked for that department with approval of the department head or designee. Once approved, flex hours/days will not be withdrawn without notification from the department head, in writing at least 2 weeks prior to the date of change, unless the employee voluntarily waives the notification period.

The hourly rate of pay shall be the same for 40 hours per week employees as it is for 35 hours per week employees in the same grade. Any changes in the standard work week must be by mutual consent between the affected employee and the County as represented by the department head or his/her designee and the CSEA. This is to be accomplished by a signed agreement between the parties (the agreement between the parties shall specify all the conditions of the changes in the work week including, but not limited to, duration, option to revert to previous work week, etc.).

3. Overtime - Shift Employees (Dispatchers)

a) If the department head or his designee determines that call-in is required to fill a shift or any part thereof in an overtime situation, the shift shall be filled by seniority, on a rotating basis. The department head reserves the right to use existing staff on shift, if available, to fill the shift or any part thereof. The department head may request holdover from employees on the previous shift and/or notify staff scheduled for the shift following the vacancy. These shall also be called by seniority on a rotating basis. The County agrees to keep a written record on mandatory holdovers. The record will be reviewed on a quarterly basis by a designated Labor/Management group.

b) Shift Coverage Procedure

The Fire and Disaster Coordinator or designee will prepare a monthly schedule for each month by the 10th day of the preceding month.

- 1) Vacant shifts due to pre-scheduled and pre-approved time off will be filled by the 20th of the month in the following order:

Reassignment of Dispatchers who work at Fire and Disaster Coordinator's Office from regular shift within 40 hour schedule.

Part-time EMS Dispatchers (paid at their straight hourly rate of pay).

Full-time EMS Dispatchers (paid at the overtime rate).

- 2) Bidding Procedure (applies to Full-time EMS Dispatchers only)

- The bid list will be established in order of seniority (seniority defined as all time in service in title)
- Each dispatcher may choose one overtime shift on the prospective schedule in each round of the prospective bid period between the 10th and 20th of the preceding month.
- No dispatcher will be scheduled to work more than 16 hours in any 24 hour period (absent-emergency coverage).
- The list will be returned to the Fire and Disaster Coordinator on the 20th of the preceding month.

- 3) After the 20th of the month preceding the schedule, the Fire and Disaster Coordinator will fill any remaining shifts not assigned to part-time EMS Dispatchers (at regular rate of pay) or full-time EMS Dispatchers (based on the bid process) by utilizing any appropriate eligible staff person, including but not limited to Part-time EMS Dispatchers (at the overtime rate- where applicable).

- 4) In the event a shift becomes vacant after the schedule has been posted, the EMS dispatcher(s) on duty is responsible for canvassing the list of eligible dispatchers to work the vacant shift in the following order:

- i. Part-time EMS Dispatchers (at the regular hourly rate of pay)
- ii. Full-time EMS Dispatchers (at the overtime rate).
- iii. Part-time EMS Dispatchers (at the overtime rate-where applicable)

- 5) This agreement does not supercede the existing contract language, which allows for the provision of holdover to cover shifts.

- c.) Management may grant the request for any employees to exchange tours of duty or days off, as long as the schedule will allow. Voluntary exchange of shifts may be done with the approval of the supervisor, but will not constitute overtime for hours worked over 8 hours in a 24 hour day.

SECTION 8 - TIME CARDS

Each employee's time card shall be filled out daily in ink and signed by the employee on the last day of his/her payroll period except in those departments which use time clocks. Time will be charged in units of 1/10th of an hour.

SECTION 9 - CIVIL SERVICE EXAMINATIONS

1. If an applicant for a Civil Service examination wants to take the examination on an alternate date, he/she must submit the request in writing to the Tompkins County Personnel Office for approval. The request must include the reason for the request and the alternate date and time for which the examination is requested to be scheduled. The Personnel Department will then respond to the applicant in writing. (See Exhibit E for procedure/requirements involved in granting alternate dates.)
2. The County will comply with the present Civil Service Rules for Tompkins County as they pertain to employees' rights to inspect examination papers.
3. An employee scheduled to work on the day that he/she is to take a Tompkins County Civil Service examination, and who gives his/her department head five working days notice of the examination, shall have his/her work schedule changed to permit him/her to take the Tompkins County Civil Service examination as scheduled.

SECTION 10 - BENEFITS APPLICABILITY

1. Permanent and Provisional Employees
 - a) All employees appointed on a permanent or provisional basis who are appointed to work a standard work week, shall receive personal time, disability, vacation time, bereavement pay and holiday pay. They shall be eligible to sign up for health insurance.
 - b) All employees appointed on a permanent or provisional basis who are appointed to work other than a standard work week, at 33% or more of full-time equivalent, shall accumulate personal, disability and vacation time pro-rated on the basis of percentage of hours paid from anniversary date multiplied by the total vacation or personal hours a full-time employee would earn. Use of personal time shall be pro-rated on the same basis. Employees working at least 50% of the full-time equivalent shall be eligible to sign-up for health insurance the same as full-time employees. They shall receive holiday pay and bereavement pay on the following basis:
 - i) Holiday and bereavement pay is based on the number of hours per week an employee is scheduled to work divided by a standard 5 day work week. Employees scheduled to work 40 hours per week will receive a maximum of 8 hours for a holiday or bereavement day. Employees scheduled to work 35 hours per week will receive a maximum of 7 hours for a holiday or bereavement day. Employees scheduled less than 35 hours per week will receive holiday and bereavement based on the number of hours scheduled to work in a week divided by a standard 5 day work week.
 - c) The above subsection notwithstanding, all employees appointed on a permanent or provisional basis who are appointed to work less than 33 percent of the time on an annualized basis (86 work days per year), shall not receive any of the following benefits: health insurance, personal time, disability, vacation time, bereavement pay and holiday pay; persons working 33% to 49% of the full-time equivalent shall not be eligible to

sign-up for health insurance, but shall receive pro-rated benefits; persons working 50% and over of the full-time equivalent shall be eligible to sign-up for health insurance the same as full-time employees and will receive pro-rated benefits.

(Employees working less than 50% time and enrolled in the County Health Insurance plan as of 1/1/94, may retain such coverage.)

2. Temporary and Seasonal Employees

a) All employees originally hired on a temporary basis for longer than 120 calendar days shall be eligible for the same benefits as permanent and provisional employees.

b) Employees originally hired for 120 calendar days or less shall not receive any of the following benefits: health insurance, disability, personal time, bereavement pay and holiday pay. If an employee originally hired for fewer than 120 days is continued for longer than 120 days, that employee shall be eligible to sign up for health insurance as of the 121st day and will accumulate vacation, disability and personal time from the original date of hire.

c) If an employee originally hired for fewer than 120 days receives a provisional or permanent appointment in any title in any department, that employee shall be eligible to sign up for health insurance as of the date of provisional or permanent appointment and will accumulate vacation, disability and personal time from the original date of hire.

THE FOLLOWING DATES ARE IMPORTANT FOR CALCULATING BENEFITS:

HIRE DATE- Last date of hire with no subsequent break in service.

FRINGE DATE- All time in service with Tompkins County (also called Anniversary date).

SECTION 11 - HOLIDAYS

1. The County will observe paid holidays for the duration of this agreement according to the following schedule:

Holiday Schedule	2001	2002	2003	2004
New Year's Day	M 1/01/01	TU 1/1/02	W 1/1/03	TH 1/1/04
Martin Luther King, Jr. Day	M 1/15/01	M 1/21/02	M 1/20/03	M 1/19/04
President's Day	M 2/19/01	M 2/18/02	M 2/17/03	M 2/16/04
Memorial Day	M 5/28/01	M 5/27/02	M 5/26/03	M 5/31/04
Independence Day	W 7/04/01	TH 7/04/02	F 7/04/03	M 7/5/04
Labor Day	M 9/03/01	M 9/02/02	M 9/01/03	M 9/06/04
Columbus Day	M 10/08/01	M 10/14/02	M 10/13/03	M 10/11/04
Veteran's Day	M 11/12/01	M 11/11/02	TU 11/11/03	TH 11/11/04
Thanksgiving Day	TH 11/22/01	TH 11/28/02	TH 11/27/03	TH 11/25/04
Friday After Thanksgiving	F 11/23/01	F 11/29/02	F 11/28/03	F 11/26/04
Christmas Day	TU 12/25/01	W 12/25/02	TH 12/25/03	F 12/24/04

2. Employees will be granted a Floating Holiday. The Floating Holiday must be prior approved by the department head or his/her designee, must be requested by December 1 of each contract year, and must be taken before the end of the last pay cycle in the year.

a) For part-time employees, divide the number of hours in the employee's standard work week by 5 = floating holiday hours paid.

3. No terminal pay will be granted for the floating holiday if not taken prior to resignation notice.

4. All County departments shall close on these holidays except the Fire Coordinator.

5. Employee's scheduled to work on a holiday will be compensated at time plus one-half pay for all hours worked on the holiday. In the case of Dispatchers, the premium pay (time and one half) shall be paid for the day on which the holiday actually falls, i.e., in 1999 Christmas actually fell on a Saturday. The day designated as the holiday, per the contract was Friday, December 24, 1999. Under the new contract the paid holiday would have been Saturday, December 25, 1999. Part-Time dispatchers shall also be paid the premium rate (time and one half) for work on holidays. In addition,

Dispatchers will be credited with 12 holidays at the beginning of the contract year. Holidays must be requested by the employee and approved by the department head or his/her designee. Holidays may not accumulate to more than 24 days.

If an employee has used more holiday time at termination than would have been used with the holiday schedule referenced in the contract, payment for those days will be deducted from the employee's last paycheck.

If an employee has not used more holiday time at termination than would have been used with the holiday schedule referred to in the contract, payment for those days will be added to the employee's last paycheck.

6. If the scheduled holiday falls on the regularly scheduled day off of an employee who works the standard work week of the department, the employee will be granted an extra day without loss of pay (see Section 10 on Benefits Applicability for rules governing holiday pay for employees who work other than a standard work week.)

7. An employee who reports sick time both the work day before and the work day after a scheduled holiday shall be asked by the department head to provide a doctor's statement covering the illness. Payment for the holiday shall be made after the receipt of a doctor's statement by the Personnel Office.

8. Employees scheduled to work 35 hours or more per week will receive the number of hours equivalent to one work day in a five work day schedule. During workweeks containing a holiday, the employee's workweek will be a five day schedule regardless of flex schedule approved on an annual basis.

SECTION 12 - VACATION

1. Every employee shall be eligible to take paid vacation after six (6) months employment with the County. However, employees shall start to accumulate vacation credit as of their date of employment. No pay for vacation time will be made if an employee terminates with less than six months services.

2. Any person who returns to work, regardless of how long they have been off the payroll, will receive vacation credit for all previous County service.

3. Years Completed From		Accrued Vacation	Maximum
<u>Last Hire Date</u>		<u>(Days/Mo)</u>	<u>Granted/Year</u>
At least	But less than		
1 month	5 years	5/6	10
5 years	8 years	1 1/4	15
8 years	10 years	1 1/3	16
10 years	12 years	1 5/12	17
12 years	14 years	1 1/2	18
14 years	15 years	1 7/12	19
15 years+		1 2/3	20

4. Employees with accumulated vacation equal to three years vacation days will stop accumulating vacation time, and will start accumulating when the vacation balance goes below the three-year maximum accumulation.

5. The rate of vacation pay shall be the employee's regular straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken.

6. All vacation time must be requested of and approved by the department head or his/her designee in advance of the vacation. The department head will be responsible for scheduling vacation time. Vacation cannot be denied to any employee by the department head in instances where vacation time will be lost due to maximum accrual and the employee has requested vacation time at least one month in advance of the day on which his/her vacation must start.

7. If a scheduled holiday falls within an employee's vacation period, he/she will be granted an extra day of vacation without loss of pay.

8. Employees who are taken sick or injured while on vacation may charge such time to sick leave effective from the time the employee sees a doctor and the doctor certifies the employee is unable to work through the period of disability covered by the doctor's statement. The doctor's statement must be submitted to the department head for transmittal to the Commissioner of Personnel.

9. Vacation anniversary dates shall not be adjusted for employees who take an unpaid leave of absence. A pro-rated amount of vacation time, based on all hours paid, shall be credited to an employee's vacation account as of his/her anniversary date. (See also Section 14 on Leaves of Absence).

10. a) Any employee who is laid off, resigns, or retires shall receive up to three year's earned vacation time if the employee gives 10 working days notice to the Commissioner of Personnel of his/her resignation and the employee works at least 10 days following such written notice. Paid vacation time received at the time of termination does not apply to any specific period of time and cannot be used to extend the termination date.

b) All earned vacation time shall be paid to an employee's estate upon his/her death.

c) An employee discharged by the County is not eligible for vacation pay at the time of such discharge.

11. Vacation and holiday scheduling (Dispatchers). As of January 1st and July 1st of each year management shall post a schedule of holidays and vacation openings for the following six months. During the months of January and July, employees may bid for holidays and vacation time off during the posted six month period. The bids shall be in order of seniority, starting with the most senior, until all Dispatchers have bid or passed their bid. After February 1st and August 1st, requests for holiday and vacation time off will be granted on a first come first serve basis. Seniority shall be defined as all time in service with the County. During the bid process, a maximum of two weeks and one holiday may be bid at one time.

SECTION 13 - DISABILITY AND SICK LEAVE, AND PERSONAL LEAVE

1. Employees must report all absence or tardiness as early as possible by contacting the department head and giving the following information: name, reason for absence, and length of time expected to be absent.

2. Effective March 1, 2001 the current method of accumulating sick leave will end. All sick leave accumulated up to March 1, 2001 remains credited to each employee and is available for use. In addition each employee shall be credited with 6 personal days per year which can be accumulated to a maximum of 12 days. Personal days will be credited January 1st of each year.

3. Each employee hired after the first pay period of the payroll year shall be credited (on their anniversary date) with one (1) day of personal leave per month for their first six (6) months of employment or until the first payroll period of the next calendar year.

4. Disability Leave and Sick Leave

a) Disability leave covers personal illness documented by a doctor's, dentist's or eye doctor's note explaining the illness or incapacity and the expected length of absence. Disability leave is granted with full pay at the employee's regular rate, exclusive of shift premium.

Disability shall be credited to each employee on their date of hire,

or adjusted hire date based on total time in service with Tompkins County:

Less than five years	75 days
At least five years	115 days

b) An employee may not receive disability benefits for more than 75 or 115 days (see a above) in a 52 week period. Such 52 week period is deemed to begin on the date of the first use of disability time.

c) For the first occurrence of disability use, the first three days of any period of inability to work must be covered by another fringe unless it is caused by scheduled or emergency surgery, or by emergency hospitalization. For any additional occurrence of the same illness in the same year, the first day of inability to work must be covered by another fringe unless it is caused by scheduled or emergency surgery, or by emergency hospitalization.

If an employee is restricted to part-time work by a physician, the employee shall be entitled to part-time disability after the equivalent of three part-time days have been covered by another fringe for the first occurrence, and one part-time day equivalent for each additional occurrence of the same illness in the same year.

d) Requests for paid disability must be made by submitting a completed **Claim for Benefits** form to the Personnel Department no later than Monday following the end of a pay period in which disability is requested. A completed claim form must be submitted for every pay period that disability is claimed. In no instance will disability be granted for periods prior to a doctors visit, and untimely receipt of a claim form will delay onset of disability payments. It is the employee's responsibility to be sure the claim form is submitted in a timely way.

e) Employees may use existing sick leave entitlements earned prior to the implementation of this policy up to a maximum of five (5) days prior to needing a doctor's statement. The employee may also use remaining sick leave entitlements to extend disability benefits once they have been exhausted.

f) Disability leave shall not accrue while an employee is on disability leave or on any unpaid leave of absence. Further, employees returning from disability leave who have exhausted their disability benefit shall be required to work six (6) consecutive months before being eligible for disability leave again.

g) The County may provide the above disability leave insurance either through self-insurance or a private insurance carrier.

h) The County shall have the right at its discretion to verify the report of an employee's physician concerning his/her illness or disability, and may also require the employee to be examined, at the County's expense, by another physician selected by the County to determine the nature and extent of the illness or disability. As a result of such physician's statements and examinations, the County may approve or deny an employee's request for disability and establish limits and conditions for any further approval of disability leave connected with the same illness or disability.

i) In the event an employee is unable to work due to an on-the-job injury or illness and such Workers Compensation claim is controverted by the County and/or carrier, such employee shall be eligible to apply for disability benefits during such controversion by supplying the form noted in (d) above. Immediately upon notice that a workers compensation claim is being controverted, the County will notify the affected employee of the process necessary for benefits to be made available through the disability plan.

j) The County reserves the right to file for ordinary or accidental disability retirement on behalf of a disabled employee if the employee is eligible for such benefit and it appears the employee will be unable to return to full-time employment by the end of the 75 day or 115 day period.

k) Any employee appointed to work less than 33 percent of the time on an annualized basis (86 work days per year) shall not receive disability leave pay.

5. Workers' Compensation

Employees who incur an on-the-job injury or illness must complete an **Incident Report** documenting the circumstances surrounding the injury or illness. Employees, at the time of injury, will be offered by the Personnel Department a choice of either option (I) or option (ii) listed below.

i) The employee collects weekly benefits from the compensation insurance carrier as prescribed by the N.Y.S. Workers' Compensation Law. The employee would not draw sick leave even though he/she might be eligible; OR

ii) The employee collects sick pay from the County for the period of unused sick leave and then, if necessary, transfers to Workers' Compensation benefits for the duration of the employee's inability to work. The County Personnel Office would file with the Workers' Compensation Board for reimbursement to the extent of the employee's Workers' Compensation award for the period covered by sick leave pay. The employee's sick time would be pro-rated by dividing the amount of reimbursement obtained by the employee's hourly salary at the time of incident (see example below), and would be reinstated subject to reimbursement from the compensation insurance carrier.

Example: Hourly Salary	\$ 6.00
Weekly Workers' Compensation Award	\$ 300.00

Reinstate credit for sick hours (rounded to nearest tenth) based on Workers' Compensation reimbursement divided by hourly rate at time of incident. ($\$300.00/\6.00 per hour = 50 sick hours time reinstated).

Employees requesting direct payments from Workers' Compensation should contact the Benefits Manager at the Personnel Department as soon as possible to facilitate this process.

SECTION 14 - LEAVES OF ABSENCE

Paid vs. Unpaid Leave of Absence

1. Occasionally an employee will need to take time off for personal reasons and will have used up all available fringe time (CTO, Personal Leave, Sick Time, and Vacation). Department heads are authorized to grant employees in their department up to the equivalent of one full workweek as time off without pay. Time off without pay exceeding one full workweek may not be taken without an official leave of absence (see Administrative Policy 03-16).
2. Tompkins County recognizes the Family Medical Leave Act of 1993 as a minimum standard. This federal law provides for up to 12 weeks of **unpaid** leave in a 12 month period for qualifying employees. The FMLA allows employers to require employees to use their paid time off as part or all of the 12 weeks of leave. The reasons an employee may qualify for leave under the FMLA are:
 - To care for the employee's newborn son or daughter.
 - Because of the adoption or foster care placement of a child with the employee.
 - To care for the employee's spouse, child, or parent who has a serious health condition.
 - Because of the employee's own serious health condition.
3. A leave of absence must be requested in writing and approved in advance of the leave by the department head.

4. Unpaid leave of absence is defined as all absent time in excess of five consecutive working days not paid for by the County. Anniversary dates shall not be adjusted for employees who take an unpaid leave of absence. Vacation and disability time will not accumulate during an unpaid leave of absence. An employee on unpaid leave of absence may not claim any bereavement pay or holiday pay.
5. An employee who takes an unpaid leave of absence for medical reasons must use all of his/her benefit time (vacation, sick, personal, disability and compensatory time off) before commencing the leave. An employee who takes an unpaid leave of absence for non-medical reasons must use all of his/her benefit time except sick and disability time (vacation, personal, and compensatory time off) before commencing the unpaid leave.
6. An employee who is reinstated from an unpaid leave of absence will return to the same point on the current salary schedule held when the leave commenced. The period of the leave will not be used in determining the move to Working Rate.

Parenting Leave

1. A parenting leave shall be granted to a permanent employee at the time of birth or adoption in accordance with the provisions of this contract, at the employee's request, up to a maximum of six months subject to renewal for another six months for reasons considered satisfactory to the County.
2. A provisional employee with one year's continuous service who has requested time off due to parenting from a County position where the exam for that position has not been made available since the employee's appointment, or where the exam has been given but the eligible list has not been established, will be granted the right to be rehired in the same title in the same department as granted for permanent employees in (1) above), provided the position is still in existence and no one else has been appointed from an eligible list.
3. By law, an unpaid leave of absence may be granted only to permanent employees. The agreement in (2) above to rehire provisional employees under certain conditions merely provides a benefit to certain employees who by law may not be granted an unpaid leave of absence.

Educational Leave

Employees may be granted an educational leave of absence without pay in accordance with Rule XIX of the Tompkins County Civil Service Rules.

Leaves of Absence and Health Insurance

Health insurance coverage may be continued for the duration of a leave of absence. If the employee is on a paid or unpaid medical leave, the employee shall only be required to pay the employee share of the health insurance premium. If the leave is other than a medical leave of absence or leave which qualifies under the FMLA, the employee may continue coverage by paying the total premium. If the employee does not continue paying premiums, coverage will be terminated and the employee must re-enroll upon their return to work.

SECTION 15 - BEREAVEMENT

In the event of a death in a County employee's immediate family (spouse/domestic partner, son, daughter, mother, father, stepparent, stepchild, sister, brother, grandparent, grandchild, or spouse/domestic partner's mother, father or children), said employee shall be entitled to three of the next 5 working days off with pay. One additional day may be used if interment takes place at a later time, e.g., weeks or months following the death of a family member. A maximum of two (2) sick days may be used to extend bereavement providing the employee has accrued sick leave available. Compensation shall be at the employee's regular hourly rate, exclusive of any shift differential, and shall not exceed the standard hours for that department. A statement covering the absence (form provided by the Personnel Department) must be signed and returned to the Personnel Department within two days of returning to work.

In the event of the death of a co-worker from the same department, the department head may approve 2.0 hours of paid leave for the purpose of attending calling hours or the funeral. The department head may deny leave if the minimum staffing of the department is not met.

NOTE: The maximum daily rate for Bereavement will be the hourly salary for the position times the number of hours per day in the standard 5 day workweek of the employee.

SECTION 16- EMERGENCY CLOSING

The County can only be closed by the County Administrator in case of an emergency. All County departments, except Fire and Disaster may be closed by the County Administrator. The County department heads will identify by title and post a list of employees deemed to be considered essential under emergency closing situations. Department heads will develop a procedure for notifying essential personnel regarding the need for those employees to report to work under emergency closing situations. When the County Administrator closes any departments, all employees will be paid as follows:

- a) All employees (except those who are required to report to work under the above essential personnel procedures) not reporting to work due to an emergency closing before the work day begins will charge Code 1 (hours worked) for their normal work hours of the department and position on a 5 day schedule.
- b) Those employees who come to work on a day when the County is open and later closed, and remain at work until the County is closed, will charge Code 1 (hours worked) for their normal work hours of 7.0 or 8.0.
- c) Those employees who come to work on a day when the County is later closed, but decide to leave work before the official closing, will charge Code 1 (hours worked) for the hours worked plus the hours the County is officially closed. They must charge a fringe benefit for the period of time between when they left and when the County was officially closed. If they have no fringe benefit, they would not be paid for that time.
- d) Those employees who, prior to the day of closing, scheduled sick, personal, vacation, holiday or compensatory time, would not be charged the benefit that they had scheduled for the hours the County is closed.

e) Those employees who do not report on a day when the County is later closed will charge a fringe benefit for the period of time from reporting time to the official time the County is closed, and Code 1 (hours worked) for the period of time for the County is closed, for the employee's regular scheduled work day.

SECTION 17 - JURY DUTY

Those employees who are scheduled for jury duty during their normal working hours will suffer no loss of pay. For any portion of the employee's normal working day not spent on jury duty, the employee will be expected to perform his/her regular County work. Those employees who work shifts other than the "day" shift, shall have their shift changed to the "day" shift in the event they are called for Jury Duty.

SECTION 18 - RETIREMENT INSURANCE

1. The New Career Plan (Section 75-i) of the New York State and Local Employees' Retirement System will remain in effect for Tier 1 and 2 members (those who became members of the Retirement System on or before July 26, 1976), adopted by the Board of Representatives on January 16, 1990:

a) A pension of 1/50th of member's final average salary for each year of service when a member retires with 20 or more years of credited service. (Members with fewer than 20 years of service retire under provisions of Section 75-e).

2. For all employees becoming members of the New York State and Local Employees' Retirement System on or after July 27, 1976, provisions of Tier 3 and 4 legislation will apply.

3. Death benefits will be paid in accordance with the provisions of the New York State Retirement and Social Security Law.

SECTION 19 - HEALTH INSURANCE

1. The employees shall be covered under the Central New York Region Wide Plan, Option II.

2. All employees who participate in a health care plan provided by Tompkins County automatically pay health care contributions with before-tax dollars. If the employee prefers to contribute on an after-tax basis, the employee must complete a Select Benefits form to elect that option during open enrollment each year.

3. The County shall pay 80% of the Health Insurance Premium for Single and Family coverage for participating employees effective 1/1/2001. Participating employees will pay 20% of the Health Insurance Premium. To offset the cost of moving from an employee premium share of 15% to 20%, the County will (on an annual basis) deposit an amount equal to that 2001 cost, into a Voluntary Employee Benefit Account (VEBA) for each participating employee-Authority under IRS Code 105(c)(9). The yearly VEBA deposit will increase or decrease by the same percentage that the annual Health Insurance Premium increases or decreases.

- a) Employees who are not enrolled in health insurance through Tompkins County are not eligible for a VEBA payment.
- b) Any employee hired after 1/1/2001 will become eligible for a VEBA payment on January 1 following 5 years of continuous service after 1/1/01 provided they are otherwise eligible.
- c) Employees on an unpaid leave of absence whose health insurance is cancelled either by request or for nonpayment, will be eligible for a VEBA payment on January 1 following their return to work provided they are otherwise eligible.

4. The County shall pay the monthly health insurance premium upon retirement of an employee, up to a maximum of six months premium payments, based on the employee's sick time balance at the time of retirement.

5. Employees must sign up for Medicare if eligible, at retirement.

6. The County shall provide up to the premium as stated in paragraph 3 of this section for those employees of Tompkins County who elect to participate in a duly provided prepaid health plan, health maintenance organization, or independent physicians' association.

7. The County shall, upon notification from the insurance carrier of changes in the premium and/or coverage, notify employees within a reasonable amount of time of receipt of the said notification. A copy of the notification from the carrier will be provided to the Union.

8. The cap placed on the Flexible Benefits Program Medical/Healthcare Account will be established at \$3,000 effective January 1, 1998. If the County determines that the net loss for a program year exceeds \$5000, the County reserves the right to return the cap in the next year to \$2000, by notifying all employees by September 1, preceding the change.

SECTION 20- REST PERIODS

All employees will be allowed a twenty-minute rest period during each full shift they work. Upon approval from the supervisor, rest periods may be used to extend meal periods, but may not be used to shorten the work day.

SECTION 21 - MEAL PERIODS

For each full shift the employee works, the employee shall be entitled to a meal period. Such meal period may not be used to shorten the work day. The department head is ultimately responsible for scheduling meal periods.

SECTION 22 - RECIPROCAL RIGHTS

1. The County and the CSEA will administer their obligations under this contract in a manner which shall be fair and impartial to all employees and shall not discriminate against any employee by reason of race, color, sex, religion, age, marital status, national origin, disability, ex-offender status, Vietnam Era Veteran status or sexual orientation.

2. The County will not interfere with, restrain, or coerce the employees because of membership or lawful activity in the Union.

3. The County recognizes the rights of the employees to designate a reasonable number of representatives of the Tompkins County White Collar Unit of CSEA, Inc. to appear on their behalf to discuss salaries, working conditions, and disputes as to the terms and conditions of this contract. A written list of CSEA representatives shall be furnished to the Commissioner of Personnel immediately after their designation and CSEA shall notify the Commissioner of Personnel of any changes.
4. The designated grievance representatives appearing on behalf of employees at each step of the grievance procedure shall not exceed one representative per grievance, unless this requirement is waived by agreement of both parties.
5. The employee, employee representative or the Section President or Unit President shall be permitted to attend grievance hearings and PERB hearings, when deemed necessary, without loss of pay. All Union officials and representatives shall notify their supervisor of their attendance at said hearing.
6. The CSEA Field Representative and agents of CSEA shall notify the department head on arrival of their presence and the reason for said visit.
7. The Union shall have the right to post notices and communications on the bulletin boards maintained on the premises and in the facilities of the County. These CSEA designated bulletin boards shall be of a dimension no smaller than three feet by three feet and be located in such areas that are frequented by the majority of employees subject to CSEA approval.
8. The Union agrees that it and its members will restrict the amount of necessary Union activity conducted on County time to the lowest possible minimum and agrees to use everything in its power to prevent abuses of County time and Union activity as defined in this section, and to advise its members when necessary for any abuse of this privilege.
9. CSEA representatives as designated above shall be paid their regular salary at the regular rate of pay for conducting authorized CSEA business that occurs during their normal working hours. If the conduct of authorized CSEA business extends beyond normal working hours, there shall be no additional pay.
10. Union time off - time off without pay shall be granted for Union conferences, provided ten working days' notice is given, in writing, to the department head, with a limit of no more than 5% of the membership of a department of 35 or more employees at one time. For departments of less than 35 employees, a limit of 1 employee per department at one time has been established. The employee may alternatively charge off such time against compensatory time off, vacation time or personal time. There will be a maximum limit of five days per person per year.
11. The County agrees to provide to the CSEA White Collar Unit - free of charge - a biweekly listing of all active While Collar Union Members and Agency Shop Fee Payers. The lists shall be separate for the two groups and shall provide the following data: Name of employee, Department name, employee's labor grade, employees' title, date of hire, and the amount of dues or Agency Shop Fees paid. The County also agrees to provide CSEA with a monthly list of new hires and terminations within the White Collar Unit.

Pertinent data shall be that listed in this paragraph.

12. The County agrees as of the effective date of their contract to provide to CSEA one up to date copy of the Administrative manual and a copy of all subsequent additions/changes to the County Administrative Manual.

13. Upon request, an employee shall be allowed the presence of a Union representative at any counseling or disciplinary meeting between said employee and management/supervisor. An employee shall be allowed to suspend a meeting and seek adequate representation.

SECTION 23 - PERSONNEL FILES

Each employee shall be given copies of all job evaluations and performance related documents that are placed in the employee's personnel file. He/She shall have the opportunity to sign, date and submit any response he/she desires to the evaluations and performance related documents. The employee's personnel files are those in the County Personnel Office. The only recognized personnel file is that kept in the County Personnel Office and only that file may be the basis of disciplinary action or denial of promotion. An employee has the right to review his/her personnel file by scheduling an appointment in advance. Each employee shall be given a copy of all new entries that are placed in his/her personnel file.

SECTION 24 - MANAGEMENT RIGHTS

Except as expressly limited by other provisions of this Agreement, all of the authority, rights, and responsibilities possessed by the County are retained by it, including, but not limited to, the right to determine the mission, purposes, objective, hours, scheduling, days off, and policies of the County; to determine the facilities, methods, means, and number of personnel required for conduct of County programs; to administer the New York State Civil Service Law, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment, or transfer of employees pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class of positions, and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

SECTION 25 - PROMOTION

1. Promotion is defined as the movement of any employee from his/her present position to any higher rated position, regardless of department.

2. Competitive, non-competitive and labor class jobs will be filled in accordance with Civil Service Law.

3. The County, through the office of the Commissioner of Personnel, shall post, when possible, any new jobs and/or vacancies. These will be either full descriptions or a summarized list.

4. In the non-competitive and labor classes, employees of the County will have first consideration for promotion to non-competitive and labor class positions. All employees who apply in writing will be given a written response regarding the filling of the vacancy.

SECTION 26 - TERMINATION

1. Employees in the non-competitive and labor classes shall be accorded the same rights that competitive class employees have under provisions of Section 75 of the Civil Service Law, after two years of continuous service with the County.
2. In the case of a lay-off which involves competitive class employees, Rule XXV of the Tompkins County Civil Service Rules shall apply.
3. In case of a lay-off involving non-competitive and labor class employees, the County shall determine that lay-offs are necessary. If it is determined that lay-offs are necessary, employees in the non-competitive and labor class job titles within a department will be laid off in the following order:
 - a) temporary and probationary employees shall be laid-off first; using total County service as the primary criteria;
 - b) thereafter, permanent employees will be laid off using seniority as the primary criteria.

SECTION 27 - LABOR MANAGEMENT MEETINGS

Either party may schedule a labor management meeting by giving one month's written notice to the other party. The party requesting the meeting will supply the agenda of items to be discussed at such meeting. The Union will be represented by the following only: president or his/her designee of the unit or local and representatives of the County Departments or units that they feel are necessary to discuss items on the agenda. The Commissioner of Personnel or his/her designee must be present, and may have whomever else present he/she feels necessary to discuss items on the agenda.

SECTION 28 - STATE OCCUPATIONAL SAFETY AND HEALTH ACT

The County will conform with the provisions of the State Occupational Safety and Health Act (SOSHA).

SECTION 29 - ORIENTATION

The County agrees to conduct an orientation program within one month after any employee is hired. Copies of the Agreement between CSEA and the County, information regarding health insurance, retirement, Credit Union, the employee's Civil Service status, and a packet of CSEA material will be distributed at this time.

The employee will be given at this time a copy of the MSD428 "Report of Personnel and Supplementary Payroll Certification" showing his/her appointment. Employees will also be sent a copy of any future MSD428s showing any personnel change related to them.

SECTION 30 - CHILD ABUSE PREVENTION

All present and future employees involved in regular and substantial contact with children as part of their regular job duties will be required to submit all the information required to comply with the Child Abuse Prevention Act of 1985 and Section 424 of the New York State Social Services Law.

SECTION 31 - SMOKING POLICY

There will be no smoking in any County facility or vehicle, whether owned or rented by the County, after January 1, 1989. There will be no smoking by staff, clients, or the public in any County office space or County vehicle.

SECTION 32 - SETTLEMENT

1. A copy of this settlement, including the grievance procedure, will be distributed to all present employees and to all new employees upon beginning employment. It shall also be the responsibility of the Personnel Office to send each department head, for posting, and to each individual employee, any changes in the contract.
2. The cost of printing the settlement between the County and the Union will be borne by the County.

SECTION 33 - SAVING CLAUSE

In the event any provisions of this settlement shall conflict with any of the provisions or requirements of any state or federal law, the provisions of the state or federal law shall prevail and the settlement shall not be invalidated by such a conflict.

SECTION 34- DISCHARGE OR DISCIPLINE

No employee covered under Section 75 of the New York State Civil Service Law shall be discharged, dismissed, or disciplined except for just cause. Should there be any dispute between the employer and any employee concerning the existence of good and sufficient cause of discharge or discipline, such dispute shall be adjusted in accordance with the terms of this section.

The disciplinary procedure for incompetency or misconduct prescribed in this section shall be available to appropriate County employees as an alternative to the procedure described in Section 75 and/or Section 76 of the New York State Civil Service Law.

- a) Said employees shall include all permanent competitive class employees and those employees as defined in Section 26.1 of this agreement.
- b) An employee shall have the right to choose either but not both alternative procedures to grieve such disciplinary action.

In the event that a department head sees fit to impose disciplinary action on an employee, a notice of such disciplinary decision shall be made in writing and served on the employee and the Commissioner of Personnel. The specific act(s) alleged that warrant disciplinary action and the proposed sanction(s) shall be specified in the note of discipline.

- a) The Union shall be advised by registered or certified mail that said notice of discipline has been served on an employee, within 48 hours of service;

b) Said notice of discipline shall be accompanied by a written statement that:

(i) an employee served with a notice of discipline has the right to object by filing for a disciplinary hearing within eight days or by exercising his rights under Section 75 and/or 76 of the New York State Civil Service Law;

(ii) in the event said employee does object, then he/she must file written notice of his/her choice of procedure, subject to the provisions of this section, with the employer and the Union no later than the eighth day after receiving such notice of discipline;

(iii) the disciplinary grievance procedure provides for a hearing by an independent arbitrator at its final stage;

(iv) the employee has the right to be represented by the Union, or by an attorney, at every stage of the proceeding.

c) An employee who has been served with a notice of discipline may be suspended without pay for a period not to exceed thirty (30) days.

SECTION 35 - GRIEVANCE PROCEDURE

1. Definitions

As used herein, the following terms shall have the following meanings:

a) "Employer" shall mean the County of Tompkins, or a department thereof.

b) "Union" shall mean the Tompkins County Unit of Local 855, CSEA/AFSCME.

c) "Employee" shall mean any person or persons covered by the terms of this Agreement and directly compensated by the county.

d) "Grievant" shall mean employees, groups of employees, or the Union acting on behalf of same, alleging a grievance.

e) "Supervisor" shall mean an employee or officer on a higher level of authority above the employee and who assigns and supervises the employee's work and approves his/her time record or evaluates his/her work performance.

f) "Days" shall mean all days other than Saturday, Sundays, and legal holidays. Saturdays, Sundays, and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this grievance procedure.

g) "Grievance" shall mean any claimed violation, misinterpretation, or inequitable application of the existing Agreement, laws, rules, procedures, regulations, administrative orders, or work rules of the County of Tompkins or a department thereof, which relates to or involves employee health or safety, physical facilities, materials or equipment

furnished to employees, or supervision of employees provided, however, that such term shall not include any matter involving the allocation of a position to a position class or title and the allocation of a position class to a salary grade. Neither shall such term include retirement benefits, disciplinary proceedings, or any other matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law, except as provided in this Agreement.

2. General

a) Each employee shall have the right to present a grievance in accordance with the procedures provided herein free from interference, coercion, restraint, discrimination or reprisal; and shall have the right to be represented by the Union at all stages of the grievance procedure.

b) Written responses required from the grievant hereunder shall be submitted to the appropriate department head and the Commissioner of Personnel; written responses of the County hereunder shall be submitted to the employee involved and to the Union.

3. Time Limits

The time limits set herein for the presentation of grievances in all stages may be waived or extended by mutual agreement of the parties involved.

4. Procedure

Step 1: Immediate Supervisor Stage

a) An employee or the Union shall present the grievance orally or in writing to the employee's immediate supervisor within ten (10) days after the grievance occurs. Said supervisor forthwith upon receiving such grievance shall make a good faith effort to resolve same including, as appropriate, discussions with the employee, investigation, and consultation with his/her superiors. Said supervisor shall reply to the employee or the Union, in writing, within ten (10) days of the submission of such grievance.

b) If the matter is satisfactorily resolved, the employee, supervisor, or appointing authority and Union representative, if any, shall each sign a memorandum showing the nature of the grievance and stating that the matter has been satisfactorily resolved. A copy of this memorandum shall immediately be sent to the Commissioner of Personnel. Said memorandum shall remain filed permanently in the employee's file.

Step 2: Department Head Stage

a) In the event an employee or the Union wishes to appeal an unsatisfactory decision at Step 1, the appeal must be presented to the department head within ten (10) days from the receipt of the Step 1 decision. The department head, Commissioner of Personnel, or their designees, shall hold an informal hearing within ten days after receiving

said appeal. The employee and Union representative may appear at the hearing and present oral or written statements or arguments. The department head, Commissioner of Personnel, or their designees, shall issue a written decision to the employee or the Union by the end of the tenth day after the close of said hearing.

Step 3: Arbitration Stage

a) In the event the Union wishes to appeal an unsatisfactory decision at Step 2, a demand for arbitration shall be presented to New York State Public Employment Relations Board within ten days of receipt of the Step 2 decision. The New York State Public Employment Relations Board will submit a list of arbitrators from which the parties shall select the arbitrator who shall arbitrate said dispute in accordance with the Rules and Procedures of the Public Employment Relations Board.

The arbitrator shall have no power to add to or subtract from, or modify the provisions of this Agreement in arriving at a decision of the issues presented. The arbitrator's decision shall be binding on both parties.

All fees and expenses of the arbitration shall be divided equally between the parties. Each party shall bear the cost of preparing its own case.

SECTION 36 - TAYLOR LAW (Sec. 204-a)

"It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval."

SECTION 37 - ADOPTION

These provisions were adopted by the Tompkins County Board of Representatives by Resolution No.4 Dated January 16, 2001.

SIGNATURE PAGE

For Tompkins County:

For CSEA:

Board of Representatives
Michael Koplinka-Loehr (Date)

Joseph Maratea, Collective
Bargaining Specialist (Date)

Kathryn Smithers
Deputy County Administrator (Date)

David Chase, President,
CSEA Negotiating Committee (Date)

Stephen Whicher
County Administrator (Date)
(Date)

Iretta Ellis, member,
CSEA Negotiating Committee

Anita Fitzpatrick, Commissioner of
Personnel (Date)
(Date)

Sherry Berggren, member,
CSEA Negotiating Committee

Barbara Keating, member,
CSEA Negotiating Committee (Date)

Chantalise DeMarco, member,
CSEA Negotiating Committee (Date)

Rose Ann Taube, member,
CSEA Negotiating Committee (Date)

Penny Van Schoick, member,
CSEA Negotiating Committee (Date)

Linda Heberle, member,
CSEA Negotiating Committee (Date)

EXHIBIT A

TOMPKINS COUNTY WHITE COLLAR UNIT TITLES AND LABOR GRADES

GRADE :	TITLE :	
C (3)	ACCOUNT CLERK	
D (4)	CLERK RECEPTIONIST/OPERATOR	
E (5)	KEYBOARD SPECIALIST RECEPTIONIST	
F (6)	ACCOUNT CLERK/ TYPIST DATA ENTRY MACHINE OPERATOR	DATA PROCESSING CLERK MAIL CLERK
G (7)	DATA COLLECTOR DRIVER	SENIOR CLERK WEIGH SCALE OPERATOR
H (8)	CASE-AIDE COMPUTER OPERATOR/TECHNICIAN DRAFTING TECHNICIAN ASSESSMENT EMPLOYMENT & TRAINING ASST GIS TECHNICIAN HEALTH AIDE MOTOR VEHICLE EXAINER	NUTRITION AIDE PURCHASING CLERK RECORDING CLERK SENIOR ACCOUNT CLERK SENIOR ELECTIONS CLERK SENIOR TYPIST
I (9)	OUTREACH WORKER SECURITY OFFICER SENIOR ACCOUNT CLERK/TYPIST SENIOR RECORDING CLERK YOUTH CARE WORKER	SR DATA ENTRY OPERATOR REAL PROP SYS SPEC TRNE REAL PROP TAX SERV TECH FAM & CHILD OUTREACH WKR EMPLOYMENT INFO SPECIALIST
J (10)	CASE MANAGER ELDERLY SERVICES DEPUTY MOTOR VEHICLE SUPERVISOR EMPLOYMENT & TRNG SPEC PARALEGAL AIDE PRINCIPAL RECORDING CLERK PROBATION ASSISTANT	PROGRAMMER PROGRAMMER/ANALYST TRNE PURCHASING ASSISTANT SECRETARY STENOGRAPHIC SECRETARY WGHTS & MEAS INSPECTOR
K (11)	ASSISTANT REAL PROPERTY APPRAISER BREAST FEEDING COORDINATOR CASEWORK ASSISTANT CENTRAL SERVICES SUPERVISOR FINANCIAL INVESTIGATOR JOB DEVELOPER MARKETING/MEDIA SPECIALIST	PLANNER PLANNING SPECIALIST PRINCIPAL ACT CLERK/TYP PUBLIC HEALTH TECHNICIAN REAL PROP APPRAISER TRNE SOCIAL WELFARE EXAMINER WELFARE INVESTIGATOR YOUTH SERVICES SPECIALIST

EXHIBIT A - continued

TOMPKINS COUNTY WHITE COLLAR UNIT TITLES AND LABOR GRADES (CON'T)

GRADE :	TITLE :		
L (12)	ADMINISTRATIVE ASSISTANT	IMPLEMENTATION COORD	
	ADMINISTRATIVE COMPUTER/ASSISTANT	MICROCOMPUTER SPECIALIST	
	BUYER	RECORDS OFFICER	
	CASE MANAGER PHCP	RESOURCE ASSISTANT	
	DIETITIAN	SECURITY SUPERVISOR-ATI	
	EMERGENCY SERVICES DISPATCHER	SENIOR PARALEGAL AIDE	
	EXEC ASST COMM ELECTIONS	STAFF DEVELOPMENT SPEC	
	FACILITIES & SECURITY MGR	WIC PROGRAM NUTRITIONIST	
	HEALTH PLANNER	WORK PROJECT SUPERVISOR	
	<hr/>		
M (13)	ADMINISTRATIVE COORDINATOR	PURCHASING/SYSTEMS COORD	
	ADMINISTRATIVE SERVICES COORD	REAL PROPERTY SYSTEM SUPV	
	ADMINISTRATIVE SPECIALIST COORD	SPECIAL EDUCATION COORD	
	DENTAL HYGIENIST	SR EMER SERV DISPATCHER	
	GEOGRAPHIC INFO SYSTEM ANALYST	SR FINANCIAL INVESTIGATOR	
	PROBATION OFFICER TRAINEE	SR SOCIAL WELFARE EXAMINER	
	PROGRAM COORD ASSIGNED COUNSEL	TRANSPORTATION ANALYST	
	PROGRAMMER/ANALYST	WELFARE EMPLOYMENT REP	
	<hr/>		
	N (14)	AGING SERVICES PLANNER	PLANNING ANALYST
AGING SERVICES SPECIALIST		PRINC SOC WELFARE EXAM	
ASSOCIATE CIVIL ENGINEER		PROBATION OFFICER	
CASEWORKER		PUBLIC HEALTH SANITARIAN	
CIRCUIT RIDER PLANNER		REAL PROPERTY APPRAISER	
CONTINUING TREATMENT SPECIALIST		REG PROFESSIONAL NURSE	
COORD OF COMMUNITY YOUTH SERVICES		STAFF DEVELOPMENT COORD	
ENVIRONMENTAL PLANNER		SYSTEMS ANALYST	
FINANCIAL ANALYST		SYSTEMS/ANALYST TECH	
GIS ANALYST/TECHNICIAN		WATER RESOURCES PLANNER	
MANAGED CARE COORDINATOR		WIC PROGRAM DIRECTOR	
PLANNER EVALUATOR		YOUTH BUREAU PLANNER	
<hr/>			
O (15)	COMMUNITY HEALTH NURSE	LAND PROGRAM MANAGER	
	COMMUNITY MENTAL HEALTH NURSE	SENIOR CASEWORKER	
	EMERGENCY SERVICES COORDINATOR	PHYSICAL THERAPIST	
	GIS PROJECT LEADER	PUBLIC HEALTH ENGINEER	
	HEALTH EDUCATION PROMOTION DIR	VALUATION SPECIALIST	
	JAIL NURSE		
<hr/>			
P (16)	ACCOUNTING SUPERVISOR	PSYCHIATRIC SOCIAL WORKER	
	CASE SUPERVISOR	PUBLIC WORKS ADMINISTRATOR	
	COORD CHILD SUPPORT ENFORCEMENT	REHABILITATION SPECIALIST	
	EMPL & TRNG DIRECTOR II	SENIOR PROBATION OFFICER	
	FORENSIC COUNSELOR	SR PUBLIC HLTH SANITARIAN	
	HEAD SOCIAL WELFARE EXAM	SR WELFARE INVESTIGATOR	
	LEGAL UNIT ADMINISTRATOR	TEAM LEADER	
	LONG TERM CARE COORDINATOR	TELECOMMUNICATIONS/PRG ADM	
	NETWORK/SYSTEMS ADMINISTRATOR		

EXHIBIT A - continued

TOMPKINS COUNTY WHITE COLLAR UNIT TITLES AND LABOR GRADES (CON'T)

GRADE :

TITLE :

Q (17)

GIS ADMINISTRATOR
SUPERVISING COMMUNITY HEALTH NURSE
SYSTEMS ADMINISTRATOR
WATER SYSTEMS SPECIALIST

R (18)

CLINIC SUPERVISOR
NURSE PRACTITIONER/PHYSICIANS ASSISTANT
STAFF PSYCHOLOGIST

S (19)

SUPERVISING PSYCHOLOGIST

EXHIBIT B

CSEA White Collar - 35 hours/week		4.25% Annual Increase							
Hourly rates based on 260.892857 average days per year									
	Year 2001		Year 2002		Year 2003		Year 2004		
GRADE	HIRE RATE	WORK RATE	HIRE RATE	WORK RATE	HIRE RATE	WORK RATE	HIRE RATE	WORK RATE	
C(3)	18,535	20,134	19,323	20,990	20,144	21,882	21,000	22,812	
<i>(hourly)</i>	10.1493	11.0249	10.5806	11.4935	11.0303	11.9819	11.4991	12.4912	
D(4)	19,508	21,194	20,337	22,095	21,201	23,034	22,102	24,013	
<i>(hourly)</i>	10.6820	11.6052	11.1360	12.0984	11.6093	12.6126	12.1027	13.1486	
E(5)	20,531	22,307	21,404	23,255	22,313	24,243	23,262	25,273	
<i>(hourly)</i>	11.2422	12.2144	11.7200	12.7335	12.2181	13.2747	12.7374	13.8389	
F(6)	21,610	23,479	22,529	24,477	23,486	25,517	24,484	26,601	
<i>(hourly)</i>	11.8332	12.8563	12.3361	13.4027	12.8604	13.9723	13.4070	14.5661	
G(7)	22,748	24,708	23,715	25,758	24,723	26,853	25,774	27,994	
<i>(hourly)</i>	12.4562	13.5295	12.9856	14.1045	13.5375	14.7039	14.1128	15.3289	
H(8)	23,939	26,007	24,956	27,112	26,017	28,264	27,122	29,465	
<i>(hourly)</i>	13.1081	14.2404	13.6652	14.8456	14.2460	15.4766	14.8514	16.1343	
I(9)	25,197	27,371	26,268	28,535	27,384	29,747	28,548	31,012	
<i>(hourly)</i>	13.7970	14.9878	14.3834	15.6248	14.9947	16.2888	15.6319	16.9811	
J(10)	26,517	28,810	27,644	30,034	28,819	31,310	30,044	32,641	
<i>(hourly)</i>	14.5199	15.7753	15.1370	16.4458	15.7803	17.1447	16.4510	17.8733	
K(11)	27,910	30,323	29,097	31,611	30,333	32,955	31,622	34,355	
<i>(hourly)</i>	15.2829	16.6037	15.9324	17.3094	16.6096	18.0450	17.3155	18.8119	
L(12)	29,376	31,913	30,625	33,269	31,926	34,683	33,283	36,157	
<i>(hourly)</i>	16.0855	17.4747	16.7691	18.2174	17.4818	18.9916	18.2248	19.7988	
M(13)	30,917	33,590	32,231	35,018	33,600	36,506	35,028	38,057	
<i>(hourly)</i>	16.9290	18.3929	17.6485	19.1746	18.3985	19.9895	19.1805	20.8391	
N(14)	33,236	36,106	34,648	37,641	36,121	39,241	37,656	40,908	
<i>(hourly)</i>	18.1988	19.7708	18.9722	20.6111	19.7786	21.4870	20.6192	22.4002	
O(15)	36,557	39,718	38,111	41,406	39,731	43,166	41,419	45,000	
<i>(hourly)</i>	20.0176	21.7484	20.8683	22.6727	21.7553	23.6363	22.6799	24.6408	
P(16)	40,215	43,689	41,924	45,545	43,705	47,481	45,563	49,499	
<i>(hourly)</i>	22.0203	23.9226	22.9562	24.9393	23.9318	25.9992	24.9489	27.1042	
Q(17)	44,237	48,058	46,117	50,101	48,077	52,230	50,120	54,450	
<i>(hourly)</i>	24.2228	26.3154	25.2523	27.4338	26.3255	28.5997	27.4443	29.8152	
R(18)	48,662	52,865	50,730	55,112	52,886	57,454	55,133	59,896	
<i>(hourly)</i>	26.6457	28.9474	27.7781	30.1777	28.9587	31.4602	30.1895	32.7973	
S(19)	53,525	58,151	55,799	60,623	58,171	63,199	60,643	65,885	
<i>(hourly)</i>	29.3085	31.8419	30.5541	33.1952	31.8527	34.6060	33.2064	36.0767	

EXHIBIT C

CSEA White Collar - 37.5 hours/week		4.25%							
Hourly rates based on 260.892857 average days per year									
	Year 2001		Year 2002		Year 2003		Year 2004		
GRADE	HIRE RATE	WORK RATE							
C(3)	19,859	21,573	20,703	22,489	21,583	23,445	22,500	24,442	
<i>(hourly)</i>	10.1493	11.0250	10.5806	11.4936	11.0303	11.9820	11.4991	12.4913	
D(4)	20,902	22,708	21,790	23,673	22,716	24,679	23,681	25,728	
<i>(hourly)</i>	10.6821	11.6053	11.1361	12.0985	11.6094	12.6127	12.1028	13.1488	
E(5)	21,998	23,900	22,933	24,915	23,908	25,974	24,924	27,078	
<i>(hourly)</i>	11.2425	12.2143	11.7203	12.7334	12.2184	13.2746	12.7377	13.8387	
F(6)	23,154	25,155	24,138	26,225	25,164	27,339	26,234	28,501	
<i>(hourly)</i>	11.8333	12.8561	12.3362	13.4025	12.8605	13.9721	13.4071	14.5659	
G(7)	24,373	26,473	25,409	27,598	26,489	28,771	27,615	29,994	
<i>(hourly)</i>	12.4564	13.5296	12.9858	14.1046	13.5377	14.7041	14.1130	15.3290	
H(8)	25,649	27,865	26,739	29,049	27,875	30,283	29,060	31,570	
<i>(hourly)</i>	13.1082	14.2406	13.6653	14.8458	14.2461	15.4768	14.8515	16.1345	
I(9)	26,996	29,327	28,144	30,573	29,340	31,873	30,587	33,227	
<i>(hourly)</i>	13.7969	14.9880	14.3833	15.6250	14.9946	16.2891	15.6318	16.9813	
J(10)	28,410	30,867	29,618	32,179	30,877	33,547	32,189	34,972	
<i>(hourly)</i>	14.5196	15.7752	15.1367	16.4456	15.7800	17.1446	16.4506	17.8732	
K(11)	29,904	32,488	31,175	33,869	32,500	35,308	33,882	36,809	
<i>(hourly)</i>	15.2831	16.6034	15.9326	17.3090	16.6098	18.0447	17.3157	18.8116	
L(12)	31,475	34,193	32,813	35,646	34,207	37,161	35,661	38,741	
<i>(hourly)</i>	16.0858	17.4750	16.7694	18.2177	17.4821	18.9919	18.2251	19.7991	
M(13)	33,124	35,989	34,532	37,519	36,000	39,113	37,530	40,776	
<i>(hourly)</i>	16.9287	18.3929	17.6482	19.1746	18.3982	19.9895	19.1801	20.8391	
N(14)	35,610	38,686	37,123	40,330	38,701	42,044	40,346	43,831	
<i>(hourly)</i>	18.1989	19.7710	18.9724	20.6113	19.7787	21.4872	20.6193	22.4005	
O(15)	39,169	42,556	40,833	44,364	42,569	46,250	44,378	48,215	
<i>(hourly)</i>	20.0178	21.7487	20.8686	22.6730	21.7555	23.6366	22.6801	24.6412	
P(16)	43,088	46,809	44,919	48,799	46,828	50,873	48,818	53,035	
<i>(hourly)</i>	22.0206	23.9227	22.9565	24.9394	23.9321	25.9993	24.9492	27.1043	
Q(17)	47,397	51,491	49,411	53,680	51,511	55,961	53,700	58,339	
<i>(hourly)</i>	24.2228	26.3154	25.2523	27.4338	26.3255	28.5997	27.4443	29.8152	
R(18)	52,138	56,641	54,354	59,048	56,664	61,558	59,072	64,174	
<i>(hourly)</i>	26.6460	28.9472	27.7785	30.1775	28.9590	31.4600	30.1898	32.7970	
S(19)	57,349	62,305	59,787	64,953	62,327	67,714	64,976	70,591	
<i>(hourly)</i>	29.3092	31.8420	30.5548	33.1953	31.8534	34.6061	33.2072	36.0768	

EXHIBIT D

CSEA White Collar - 40 hours/week		4.25%							
Hourly rates based on 260.892857 average days per year									
	Year 2001		Year 2002		Year 2003		Year 2004		
GRADE	HIRE RATE	WORK RATE							
C(3)	21,181	23,012	22,082	23,990	23,020	25,010	23,998	26,072	
<i>(hourly)</i>	10.1485	11.0256	10.5798	11.4942	11.0295	11.9827	11.4982	12.4920	
D(4)	22,296	24,222	23,244	25,251	24,232	26,325	25,262	27,443	
<i>(hourly)</i>	10.6827	11.6053	11.1367	12.0985	11.6100	12.6127	12.1035	13.1488	
E(5)	23,466	25,493	24,463	26,576	25,503	27,706	26,587	28,883	
<i>(hourly)</i>	11.2432	12.2142	11.7210	12.7333	12.2192	13.2745	12.7385	13.8386	
F(6)	24,699	26,832	25,749	27,973	26,843	29,162	27,984	30,401	
<i>(hourly)</i>	11.8339	12.8560	12.3368	13.4024	12.8612	13.9720	13.4078	14.5658	
G(7)	25,993	28,240	27,098	29,440	28,249	30,691	29,450	31,995	
<i>(hourly)</i>	12.4538	13.5303	12.9831	14.1053	13.5349	14.7048	14.1101	15.3298	
H(8)	27,360	29,723	28,523	30,986	29,735	32,303	30,999	33,676	
<i>(hourly)</i>	13.1088	14.2408	13.6659	14.8460	14.2467	15.4770	14.8522	16.1348	
I(9)	28,795	31,283	30,018	32,612	31,294	33,998	32,624	35,443	
<i>(hourly)</i>	13.7962	14.9882	14.3825	15.6252	14.9938	16.2893	15.6310	16.9816	
J(10)	30,304	32,925	31,592	34,324	32,935	35,783	34,334	37,304	
<i>(hourly)</i>	14.5194	15.7751	15.1365	16.4455	15.7798	17.1445	16.4504	17.8731	
K(11)	31,897	34,653	33,253	36,126	34,666	37,661	36,139	39,262	
<i>(hourly)</i>	15.2827	16.6032	15.9322	17.3088	16.6093	18.0445	17.3152	18.8114	
L(12)	33,572	36,472	34,998	38,022	36,486	39,638	38,037	41,323	
<i>(hourly)</i>	16.0850	17.4747	16.7686	18.2174	17.4813	18.9916	18.2242	19.7988	
M(13)	35,333	38,388	36,835	40,019	38,401	41,720	40,033	43,493	
<i>(hourly)</i>	16.9291	18.3924	17.6486	19.1741	18.3987	19.9890	19.1806	20.8385	
N(14)	37,985	41,265	39,599	43,019	41,282	44,847	43,037	46,753	
<i>(hourly)</i>	18.1995	19.7712	18.9730	20.6115	19.7793	21.4875	20.6200	22.4007	
O(15)	41,781	45,393	43,557	47,322	45,408	49,333	47,338	51,430	
<i>(hourly)</i>	20.0185	21.7489	20.8693	22.6732	21.7562	23.6368	22.6809	24.6414	
P(16)	45,957	49,930	47,911	52,052	49,947	54,265	52,070	56,571	
<i>(hourly)</i>	22.0193	23.9228	22.9551	24.9395	23.9307	25.9994	24.9478	27.1044	
Q(17)	50,554	54,924	52,703	57,258	54,943	59,692	57,278	62,229	
<i>(hourly)</i>	24.2217	26.3154	25.2511	27.4338	26.3243	28.5997	27.4431	29.8152	
R(18)	55,610	60,417	57,973	62,984	60,437	65,661	63,006	68,452	
<i>(hourly)</i>	26.6440	28.9470	27.7764	30.1772	28.9569	31.4598	30.1875	32.7968	
S(19)	61,171	66,458	63,771	69,283	66,481	72,227	69,307	75,297	
<i>(hourly)</i>	29.3086	31.8418	30.5542	33.1951	31.8528	34.6059	33.2065	36.0766	

EXHIBIT E

ALTERNATE DATES FOR CIVIL SERVICE EXAMS

A candidate is NEVER, EVER allowed to take an examination PRIOR TO a scheduled Saturday examination. This particular part of this policy is not flexible. However, if an applicant wants to take the exam on an alternate date after the scheduled Saturday, he/she must submit their request in writing to the Commissioner of Personnel for approval. The request must include the reason for the alternate date and confirming documentation. The preferred day for an alternate test date would be Monday immediately following the Saturday test. The starting time will be set at the discretion of the Personnel Office. There may be times when the preferred alternate test date is not feasible. Tuesday through Friday examination dates can be requested and will be given due consideration by the Commissioner of Personnel. Examinations beyond Friday, however, pose special security problems. An alternate beyond Friday may be possible with the knowledge and approval of the New York State Department of Civil Service. Special arrangements for the testing of candidates after the week following the normally scheduled test date or those who were on active military duty at the time of the original examination need to be set up through New York State.

Acceptable reasons for rescheduling will be:

- A death in the immediate family or household within the week preceding the examination (present a newspaper obituary)
- Military Obligations or commitment (present a copy of your orders)
- Saturday Sabbath Observance (present a letter from your religious leader)
- Being a member of a traditional, religious or civil ceremonial party, such as a wedding, baptism, bar mitzvah or graduation; or be a member of the immediate family or household of the individual for whom the ceremony is being held (present invitations, or other appropriate documentation)
- Having conflicting professional or educational examinations. Professional examinations include but are not necessarily limited to: CPA, ACSW, and the Bar. Education examinations include but are not necessarily limited to: SAT, College Boards, and Graduate Records. (present your admittance notice)
- Vacations for which non-refundable down payments were made prior to the issue date of the examination announcement. (present receipts, copy of plane tickets, etc.)
- Required court appearances. (present your letter)
- As an accommodation for handicapped individuals (present appropriate documentation)
- Verifiable medical emergency involving a hospital confinement or certification from a physician that the candidate is unable to appear for the examination due to a specific medical problem of the candidate or member of the immediate family or household. (present doctor's note)
- Emergency weather conditions, verified by the local public safety agency, that leads to the closing of specific roads, highways or independent transportation services which prevents a candidate from reaching the test center. (can be confirmed by contacting the Sheriff, State Patrol or Police Chief in the area allegedly closed)
- Any other verifiable situation that, in the Commissioner's opinion, would prevent a candidate from reaching the test center. (submit appropriate documentation)

The burden of proof of the validity of the request is on the applicant. Ambiguities or lack of information in the request will result in disapproval of the request. The Commissioner of Personnel will be the final authority in the approval of requests. This policy supersedes and replaces any prior policy.
05/27/97

Side Letter

The County agrees to explore options for a transit loop with TCAT that would provide mass transit opportunities to downtown County employees. CSEA will designate 3 members to meet with the County designees and TCAT representatives. A feasibility/options report will be made at a labor/management meeting no later than March 31, 2001.

Employees will continue to be eligible to apply for - at no cost to the employee - monthly transit passes with a value equal to the prevailing monthly pass rate.