



**Cornell University**  
**ILR School**

### **NYS PERB Contract Collection – Metadata Header**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see  
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

#### **Contract Database Metadata Elements**

Title: **Warren, County of and Warren County General Unit, CSEA, Local 1000, AFSCME, AFL-CIO, Warren County Local 857 (2004)**

Employer Name: **Warren, County of**

Union: **Warren County General Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000, Warren County Local 857**

Effective Date: **01/01/04**

Expiration Date: **12/31/07**

PERB ID Number: **7117**

Unit Size: **520**

Number of Pages: **38**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

GEN/7117

AGREEMENT

BETWEEN

COUNTY OF WARREN, NEW YORK

AND

CSEA, LOCAL 1000 AFSCME,  
AFL-CIO

WARREN COUNTY GENERAL UNIT  
WARREN COUNTY LOCAL 857

January 1, 2004 - December 31, 2007

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

JUN 29 2005

**ADMINISTRATION**

members  
F20

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE I	APPLICABLE LAW ..... 1
ARTICLE II	RECOGNITION ..... 2
ARTICLE III	GENERAL BARGAINING UNIT ..... 2
ARTICLE IV	GENERAL CONDITIONS ..... 4
ARTICLE V	SALARY AND COMPENSATION PLAN ..... 7
ARTICLE VI	WORKDAY, WORKWEEK, OVERTIME ..... 7
ARTICLE VII	HOLIDAYS ..... 11
ARTICLE VIII	VACATION, SICK LEAVE, PERSONAL LEAVE, BEREAVEMENT LEAVE ..... 12
ARTICLE IX	HEALTH AND DENTAL INSURANCE PLANS ..... 17
ARTICLE X	RETIREMENT PLANS AND DEATH BENEFITS ..... 19
ARTICLE XI	GRIEVANCES ..... 19
ARTICLE XII	DISCHARGE ..... 21
ARTICLE XIII	MISCELLANEOUS PROVISIONS ..... 21
ARTICLE XIV	WAIVER ..... 25
ARTICLE XV	EFFECTIVE DATE ..... 25

AGREEMENT MADE AS OF THE 2nd day of December, 2004, between the COUNTY OF WARREN, NEW YORK, hereinafter referred to as the "COUNTY" and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME AFL-CIO, for the WARREN COUNTY GENERAL UNIT, of the WARREN COUNTY LOCAL 857, hereinafter referred to as the "CSEA,"

WHEREAS, CSEA has been certified by the Public Employment Relations Board as the exclusive representative of employees of the County of Warren for the purpose of collective negotiations and the settlement of grievances, and

WHEREAS, it is the purpose and intent of this agreement to provide a fair and cooperative working relationship between the County of Warren and its employees for the mutual benefit of the public, the County government and its employees.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties do hereby agree as follows:

**ARTICLE I - APPLICABLE LAW**

This agreement shall be subject to all federal, state and local laws applicable thereto, and any of the terms of this agreement which are not consistent with or conform to said federal, state and local laws shall be deemed null and void.

## **ARTICLE II - RECOGNITION**

a. The County recognizes CSEA as the sole and exclusive bargaining agent with unchallenged representation status for the maximum period permitted by law, for all employees of the County in the bargaining unit with respect to the terms and conditions of employment and the settlement of grievances.

b. The CSEA shall have the sole and exclusive right to represent all employees in the bargaining unit in any and all proceedings under the Public Employees Fair Employment Act under the terms and conditions of this Agreement; to designate its own representatives and to appear before the appropriate official of the County to effect such representation.

c. All County employees shall be free to join or refrain from joining CSEA without fear of coercion, reprisal or penalty from CSEA or the County.

## **ARTICLE III - GENERAL BARGAINING UNIT**

### **Section 1. Bargaining Unit**

The general bargaining unit shall consist of all full and part-time employees of the County of Warren as defined in Article VI(5a) and 5(b) herein, except the following:

- All Elected Officials
- Department Heads
- Clerk of the Legislative Board
- Secretary to Clerk of Legislative Board
- Deputy Clerk of Legislative Board
- County Court Judge
- Confidential Law Assistant to County Court Judge
- Family Court Judge
- Surrogate Court Judge
- Commissioner of Jurors
- District Attorney
- Assistant District Attorney
- Administrator of Assigned Counsel
- Coroner
- County Auditor
- County Treasurer
- Deputy County Treasurer

County Budget Officer  
Purchasing Agent  
Director of Real Property Tax Service Agency  
Deputy Director of Real Property Tax Service Agency  
County Clerk  
Deputy County Clerk  
County Attorney  
Assistant County Attorney  
Personnel Officer  
Commissioners of Board of Elections  
Deputy Commissioners of Board of Elections  
Building Superintendent  
Systems Analyst Programmer  
Court Officers and Court Attendants  
Sheriff  
Under Sheriff  
Patrol Officers - Part-time  
Special Patrol Officers  
Patrol Officers - Seasonal  
Correctional Officers - Part-time  
Fire Coordinator  
Deputy Fire Coordinator  
Relief Dispatcher, Fire Control  
Civil Defense Director  
Supervising Nurse, Public Health Services  
Medical Director, Physically Handicapped Children  
Director, TB Clinic  
Commissioner of Social Services  
Deputy Commissioner of Social Services  
Director, Mental Health  
Director, Social Services  
Director, Administrative Services  
Social Services Attorney  
Administrator, Westmount Infirmary  
Director of Nursing  
Physicians, Westmount Infirmary  
Consulting Pharmacist, Westmount Infirmary  
Director, Veterans Service Agency  
Sealer of Weights and Measures  
Historian  
Administrator, County Planning Board  
Secretary, County Planning Board  
All Employees, Regional Planning Board

County Veterinarian  
Superintendent of Public Works  
Deputy Superintendent of Public Works  
Senior Engineer, Department of Public Works  
General Highway Foreman  
Auto Mechanic Foreman  
Deputy Department Heads  
Executive Housekeeper  
Assistant Directors  
County Planning Board  
County Planner  
Planning Assistant  
Planning Administrator  
Associate Planner  
Mental Health Programs Analyst  
Mental Health Fiscal Officer  
Manpower Account Manager  
Dietetic Service Supervisor  
Nondeputized Communication Officers  
First Patrol Officers  
Civil Law Enforcement Officers  
Patrol Sergeants  
Patrol Officers  
Communications Operators  
Correction Officers  
All Managerial and Confidential Employees

#### **ARTICLE IV - GENERAL CONDITIONS**

##### **Section 1. Prohibition of Strike**

CSEA affirms that it does not assert the right to strike against the County, to assist or participate in any such strike, slowdown, or demonstration interfering with the departmental operations of the County, to assist or participate in any such strike or to impose an obligation to conduct, assist or participate in such strike.

##### **Section 2. Dues Deduction**

a. The County grants to CSEA exclusive payroll deduction or membership dues and insurance premiums from the pay of CSEA members and upon presentation to the County Treasurer of appropriate deduction authorization cards signed by the individual employee, the County shall make and remit such deductions to the office of Finance Officer, CSEA, Inc., Capital Station Box 7125, Albany, New York 12224-0125.

b. No other employee organization shall be accorded similar payroll deduction privileges throughout the term of this agreement.

c. The County shall deduct from the wages of employees and remit, at least monthly to the Hudson River Credit Union, amounts which have been authorized by employees who have signed the appropriate payroll deduction authorization permitting such deduction. An employee's payroll deduction authorization may not be amended more than two times during any calendar year.

d. CSEA agrees to indemnify and hold the County harmless from and against any and all demands, claims, suits or other form of liability, including reasonable attorneys' fees, that may arise out of, or by reason of, any action taken by the County pursuant to the provisions of this section.

### Section 3. Past Practices

This agreement shall represent all employee rights, privileges and benefits granted by the County to its employees and unless specifically and expressly set forth in this agreement all rules, regulations, practices and benefits previously granted are not in effect.

### Section 4. Reservation of County Rights

a. The County reserves the right to implement any rule or regulation concerning employee practices or working conditions without prior discussion with CSEA provided it does not conflict with or violate any of the terms of this agreement or law.

b. The County reserves the right to create or abolish any job, position or title without prior discussion with CSEA provided it does not violate any of the terms of this agreement or law.

### Section 5. Furnishing of Copies of Agreement

The County will print this agreement and will prepare and make available to all bargaining unit employees of the County a copy of this agreement. Thereafter, printing of the agreement will be rotated between the parties and the party printing the agreement will make sure that enough copies are provided for all bargaining unit employees of the County.



[This page has been intentionally  
left blank.]

Section 6. Mandatory Legislative Language

Pursuant to Section 204-a of the Public Employees' Fair Employment Law:

"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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

Section 7. Nondiscrimination

The County agrees to administer its obligations under this agreement in a manner which will be fair and impartial to all employees and there shall be no discrimination against any employee because of race, creed, color, sex national origin, or religion by either CSEA or the County by virtue of an employee's participation or nonparticipation in CSEA affairs.

Section 8. CSEA Representatives

CSEA employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract subject to the approval of the Department Head shall be permitted a reasonable amount of time to fulfill these obligations provided it does not interfere with the performance of their normal duties.

Section 9. Employee Data

The County shall semi-annually provide CSEA with a list of all employees in the bargaining unit showing the employee's name, job title and first date of employment.

Section 10. Union Representative Visitations

CSEA shall notify the County in writing of the names of the local officers and authorized Union representative and any changes of such officers or representative. The designated CSEA representative shall be permitted on an exclusive basis to have access to the County property for the purpose of enforcing the terms of this Agreement. CSEA must obtain authorization from the County prior to such access by a non-employee representative. Any such visit by said authorized CSEA representative shall not cause any interruption or interference with any County operations or services.

## **ARTICLE V - SALARY AND COMPENSATION PLAN**

### **Section 1.**

For calendar year 2004, all employees in the bargaining unit who are employed by the County as of the date of the execution of this Collective Bargaining Agreement shall receive a wage adjustment equal to 3% of the employee's 2004 earnings. For 2005, 2006, and 2007 employees in the bargaining unit will be paid in accordance with the attached salary charts.

### **Section 2.**

Effective January 1, 2005, for longevity incentive for employees hired prior to January 1, 2002, there shall be a longevity payment of \$500 added on to the salary of such employee who will complete fifteen (15), twenty (20), twenty-five (25), and thirty (30) years of continuous employment during the employee's respective anniversary year.

## **ARTICLE VI - WORKDAY, WORKWEEK, OVERTIME**

### **Section 1. Workweek, Workday**

a. The regular workweek in all departments of Warren County shall be 40 hours consisting of five consecutive workdays. All departments in Warren County service will remain open and operate on a 40-hour week during the entire year. The hourly wage rate of all full-time employees for all calculations contained in this Agreement shall be determined by dividing the annual salary of the employee by 2080 hours.

b. The regular hours of work in each day shall not exceed eight hours.

c. Regular full-time office employees working at the Warren County Municipal Center shall be allowed a one hour lunch period included in the eight hour day. All other employees shall have a one-half hour lunch period included in the eight hour day.

d. All employees shall have two consecutive twenty-four hour days off in each week, except employees working in offices required to remain open by State Law. In such event, an affected employee shall work no more than five days and have two days off.

### **Section 2. Overtime**

a. When an employee is authorized or required by the Department Head to work in excess of 40 hours per week, or more than 8 hours in one day, he shall be entitled to receive compensation at the rate of time and one-half of his hourly rate of pay as defined in Section 2(b) of this Article.

b. For the purpose of computing overtime for all employees, the hourly rate shall be determined by dividing the annual salary of the employee by 2080 hours. Paid sick leave, paid holidays, paid vacation days, paid personal days and paid bereavement leave will be considered as time worked in computing overtime in a 40 hour workweek.

c. All payments for overtime shall be paid to the employee at the next regularly scheduled pay period.

### Section 3. Highway Personnel Exception

a. All highway personnel shall have the voluntary option to work the regularly scheduled eight (8) hour/five (5) day workweek or a ten (10) hour/four (4) day workweek effective June 14, 2004 through September 19, 2004, subject to the following:

1. Supervisory coverage must be maintained.
2. Highway Department personnel shall have the option to make their personal choice up until close of business, June 11, 2004.
3. Once choices have been made, individuals must remain in their selection until September 19, 2004.
4. The County and CSEA agree to meet and confer throughout the period identified in 3(a) herein, should problems arise, with the intent of resolving such problems.
5. Should problems arise that cannot be resolved, the parties agree to return to the negotiated workday/workweek (eight (8) hour/five (5) day).
6. CSEA agrees, conditioned that this deviation remains voluntary, that grievances arising as a result of this agreement, shall not be arbitrable.
7. This particular workday/workweek deviation may be introduced by either party each year, for consideration and implementation if both parties agree to do so.

### Section 4. Compensatory Time

a. Compensatory time shall not be permitted. All time worked in excess of the regular 8 hour day or 40 hour week will be considered as overtime and payment for said overtime will be made at the next regularly scheduled payroll period.

b. No employee shall work overtime unless authorized by his Department Head prior to the time worked.

## Section 5. Miscellaneous Compensation

a. Eligible employees in the Department of Public Works, the Social Services Department, the Probation Department, and the Public Health Department shall be allowed, as a reimbursement, up to the following amounts for meal expenses in accordance with the regulations and rules set up by each respective Department Head: Breakfast - \$6.00; Lunch - \$7.00; Dinner - \$9.00.

b. County employees working other than the scheduled daytime hours shall receive a shift differential as follows:

1. Afternoon shift, 4:00 P.M. to 12:00 midnight, or 3:00 P.M. to 11:00 P.M., whichever is applicable, 5% additional to hourly rate.
2. Night shift, 12:00 midnight to 8:00 A.M. or from 11:00 P.M. to 7:00 A.M., whichever is applicable, 10% additional to hourly rate.
3. An employee who has worked the evening shift as his regular workweek, for a period of at least 12 months prior to January 1, 1974, and continues to work this evening shift as his regular workweek will be paid for vacation, sick leave and personal leave based on the weekly salary he is presently receiving including the premium compensation for shift work.
4. Cooks and food service helpers who work from 5 A.M. to 1 P.M. at Westmount Infirmary or from 6 A.M. to 2 P.M. at the County Residential Hall shall receive ten percent (10%) additional to their hourly rate for all hours worked between the beginning of their shift and 7 A.M. at Westmount Infirmary and between the beginning of their shift and 8 A.M. at the County Residential Hall; cooks and food service helpers who work from 10:30 A.M. to 6:30 P.M. or from 11 A.M. to 7 P.M. at Westmount Infirmary or the County Residential Hall shall receive five percent (5%) additional to their hourly rate for all hours worked from 4 P.M. until the end of their shift at County Residential Hall and from 3 P.M. until the end of their shift at Westmount Infirmary.

c. The County will reimburse an employee required by the County to use his private automobile for County business at the reimbursement rate allowed by the Internal Revenue Service as nontaxable income.

d. Except for prescheduled work, the County will provide a guarantee of three (3) hours call-in at a rate of time and one-half in the event an employee is called back to work by his foreman or Department Head after the completion of an eight (8) hour day and the employee has punched out his time card and departed for home and before the commencement of such employee's next workday.

e. The standby schedule for caseworkers in the Department of Social Services will remain as structured in 1988, with all caseworkers participating in their proper time sequence. The nurses in the Public Health Department will work a revised schedule for weekends and holidays; however in the event it becomes necessary for a nurse in the Public Health Department to be on standby, the payments provided in this paragraph shall be applicable. Caseworkers and nurses on weeknight standby shall receive \$20.00 per night for weeknight standby duty; caseworkers and nurses on weekend standby shall receive \$60.00 per weekend for weekend standby duty (weekend defined as Saturday through Monday a.m.). Holidays shall not be included in weekend standby. Caseworkers and nurses who are not scheduled to work the full holiday and who are on standby shall receive \$30 per holiday for holiday standby. Personnel who are unable to comply with the standby schedule for compelling reasons shall submit in writing to the Commissioner of Social Services or the Director of Patient Services, respectively, their specific justification for requesting removal from the list. The Commissioner or Director respectively shall respond in writing to their request, and, if denied, the rationale for doing so.

#### Section 6. Workday, Workweek, Overtime

For the purpose of this agreement, and effective as of the date of the execution of this agreement, the following definitions shall apply:

a. Full-time employee: A person who is employed by the County for a 12-month period of time and who works 35 hours per week or more.

b. Part-time employee: A person who is employed by the County for a 12-month period and who works less than 35 hours per week, but more than 20 hours per week.

c. Less than half-time employee: A person who is employed by the County for a 12-month period and who works 20 hours or less per week.

d. Temporary and seasonal employee: A person who is employed for a particular program or project for a period not exceeding six months.

#### Section 7. Workday, Workweek, Overtime

Part-time employees as defined in Article VI, Section 5(b) shall receive fringe benefits in the same proportion as the ratio of the number of hours the employee works to the number of hours in the regular workweek. Employees defined in Article VI, Sections 5(c) and 5(d) shall not receive any fringe benefits.

## ARTICLE VII - HOLIDAYS

### Section 1.

All employees in County service shall be entitled to the following paid holidays:

1. New Year's Day
2. Martin Luther King, Jr. Day
3. Lincoln's Birthday
4. President's Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Election Day
10. Veterans Day
11. Thanksgiving Day
12. Christmas Day

### Section 2. Weekend Holidays

a. Full-time employees will be paid the regular weekly salary without deduction when one of the above holidays is observed during the workweek.

b. Part-time employees will be paid at their regular wage for the day when a holiday falls or is observed within their respective workweek schedule.

c. Temporary employees as defined herein will be paid their regular wage for the day where a holiday falls or is observed within their respective workweek schedule.

d. If a holiday falls on a Sunday it will be observed on the next day thereafter. If it falls on a Saturday it will be observed on the preceding Friday.

e. If a holiday falls on any other day, the General Construction Law and amendments then in effect will govern the day of its observance.

f. If a holiday falls during a vacation period, the day will not be charged against the employee's vacation credits. Vacation days are charged solely against working days.

g. Any employee required to work on one of the scheduled holidays shall be paid time and one-half plus the holiday pay if the holiday falls during the employee's regular workweek schedule.

h. Any employee called into work on a contract holiday shall be paid time and one-half

plus the holiday pay.

i. An employee who works at a County facility having a seven (7) day operation whose normal workday falls on a holiday or who is called in on a holiday shall be paid in accordance with the rates stated in Section 2(g) and Section 2(h) of this article respectively. An employee whose normal day off falls on a paid holiday shall receive an additional day's pay for the holiday.

For the purpose of this section the day to be considered the holiday shall be the day observed by the County as the holiday irrespective of whether such day is the actual holiday. This regulation shall be waived for the following holidays: New Year's, Christmas and Independence Day. On such holidays, the day to be considered the holiday shall be the day on which the holiday actually falls.

Section 3. Holiday Pay Eligibility In order to be paid for a holiday, the employee must work the employee's last scheduled work day before and after the holiday, except with the employee's supervisor's approval.

**ARTICLE VIII**  
**VACATION, SICK LEAVE, PERSONAL LEAVE, BEREAVEMENT LEAVE**

Section 1. Vacation Leave

a. All full-time County employees shall be entitled to a vacation with pay after completing one year of total continuous service as follows:

1 years of service	10 working days
3 years of service	11 working days
4 years of service	12 working days
5 years of service	13 working days
6 years of service	14 working days
7 years of service	15 working days

An additional day of vacation shall be added each year until a maximum of 20 working days are attained.

During the first year of employment, an employee shall be entitled to the following vacation days after 30 days of continuous employment:

<u>Month of Employment</u>	<u>Vacation Days</u>
January, February, March	5 days
April, May	4 days



June, July	3 days
August, September	2 days
October, November	1 days

b. Vacation leave may be taken in multiples of not less than one-half day. A vacation day taken the day before or day after a holiday must be approved in advance by the Department Head.

c. The period of employment referred to above shall be for a period of total service in Warren County employment. Vacation credits shall be computed from the day of entry into County service.

d. A day of vacation shall be a working day.

e. Vacation credits shall be computed from the day of entry into County service and computed on January 1 of each year. For the purpose of determining the effective date of earned vacation the period of service shall be computed from the 1st day of January in the year the employee was first appointed.

f. Vacations shall be scheduled with the approval of the employee's Department Head, which approval shall not be unreasonably withheld. All vacations shall be taken in the calendar year during which the employee becomes entitled thereto. Vacation credits shall not be carried over from one calendar year to another or used in whole or in part any year except the year in which it is due; provided, however, that the County will allow an employee (1) to carry part of the vacation time earned in one calendar year over into the succeeding calendar year upon advance notice to the Department Head, and solely as a continuation of a planned trip commenced in the 12th month of the calendar year; or (2) to carry over up to 5 vacation days, not taken through any fault of the employee, into the succeeding calendar year, upon notice to the Department Head by December 1 of the current calendar year, to be taken no later than February 28 of the succeeding calendar year.

g. All vacation time must be taken; however, vacation time earned and not otherwise taken through no fault of the employee as provided herein, shall be paid to an employee at the time of his termination of service.

h. Part-time employees and full-time employees who work less than forty hours per week will be entitled to vacation credits based on their regular workday and regular workweek.

i. In order to be paid for a vacation day, the employee must work the employee's last scheduled work day before and after the vacation day, except with the employee's supervisor's approval.

## Section 2. Sick Leave

- a. Absence from duty by an employee by reason of sickness or disability of himself or herself shall be considered "sick leave."
- b. No employee shall receive any part of his compensation while absent from duty because of sickness or disability except as herein provided.
- c. A full-time employee who is paid on an annual basis shall be entitled to sick leave with pay on the basis of one working day per month and no more than twelve working days in each year. Such sick leave with pay shall be granted to the employee by the Department Head. The Department Head may require a physician's statement for any absence of more than three consecutive days.
- d. The twelve working days per year allowed to an employee for such leave with pay may be accumulated to a maximum of 140 days, and may be kept to his or her credit for future sick leave with pay.
- e. In the event that any employee utilizes the sick leave benefits provided by this section while not actually sick, such employee will be subject to disciplinary proceedings.
- f. In the event an employee has not used all of his accumulated sick leave at the time of his retirement, he shall be paid in cash at the hourly rate then in effect, for one-half of the accumulated sick leave to his credit, with a maximum of 70 days to be paid in cash.
- g. Part-time employees will earn sick leave credits based on their workday and workweek.
- h. The twelve working days per year allowed to an employee for sick leave will be earned at the rate of 1 day of sick leave for each calendar month of employment in County service.
- i. Employees shall be allowed to take sick leave in no less than one hour intervals.
- j. A sick leave incentive of \$400 shall be paid by the last pay period before December 25 of each year to any employee who has not taken sick leave from December 1 to the following November 30.
- k. The following shall be applicable for voluntary sick leave donations:
  1. A voluntary sick leave donation drive for a County employee will be allowed, and such drive will be administered by CSEA.

2. The sick leave donation drive will allow CSEA to obtain a voluntary contribution of not more than one sick leave day from any full time bargaining unit employee desiring to donate a sick leave day to the recipient employee, up to a maximum total of 50 sick leave days from all voluntary contributors. In order to be eligible to donate a sick leave day, the donating employee must have at least 10 accumulated sick leave days. The maximum number of days to be contributed for all recipient employees shall be 450 per year. The recipient employee of the donated sick leave days must have exhausted all accumulated sick leave and all other types of leaves and has been out of work for more than 30 days in any calendar year due to a chronic, prolonged, catastrophic and/or disabling illness or injury.

3. CSEA will notify the County of the names of the individuals who have voluntarily donated a sick leave day to the employee, up to a maximum of 50 names for each recipient, and provide the County with a signed voluntary sick leave donation form, a copy of which is attached hereto and made a part hereof, for each contributor. The donated sick leave day will then be deducted from the sick leave accrual of the contributor, and credited to the recipient employee's sick leave accrual.

4. CSEA agrees to indemnify and hold the County harmless from and against any and all demands, claims, suits or other form of liability, including reasonable attorney's fees, that may arise out of, or by reason of, any action resulting from the implementation or administration of this voluntary sick leave donation program.

5. The parties may adjust this sick leave donation program by mutual agreement.

### Section 3. Personal Leave

a. Personal leave is leave with pay for personal business, including religious observance, without charge against accumulated vacation credits.

b. An employee in County service shall be entitled to personal leave not exceeding a total of 3 days in each year.

c. Personal leave shall not be cumulative and no part thereof shall be carried over from one calendar year to another. Unused personal leave shall not be liquidated in cash at the time of separation, retirement or death.

d. Personal leave shall be granted only by prior approval of the Department Head and only at a time convenient to the Department, and may be taken in multiples of not less than one hour.

e. 1. An employee shall not be entitled to personal leave time until after four months of continuous employment.

2. Each new full-time permanent employee shall be credited with one day of personal leave after four months of continuous employment and one additional day of personal

leave after eight months of continuous employment and by an additional day of personal leave at the end of the tenth month of employment, except all new employees shall have three personal leave days credited as of January 1, whether they have completed ten months of service or not.

#### Section 4. Leave of Absence

##### a. Military leave

County employees who are members of military reserve units and are required to go on active duty for training purposes shall be entitled to leave without loss of pay for such time as is necessary to fulfill such military training obligation, but not exceeding thirty workdays per calendar year. Payment shall not be made to such employee unless a copy of the military orders is submitted to the Department Head.

##### b. Medical Leave and Education Leave

1. An unpaid medical leave may be requested for a period not to exceed 90 days at a time. Extensions of such authorized medical leave will be granted after an approval by the Department Head and the Personnel Committee of Warren County.

2. Unpaid educational leave may be requested up to a period not to exceed 10 months.

c. All requests for leave shall be approved by the Department Head and the Warren County Personnel Officer prior to the granting of leave. An employee shall receive a reason in writing for any denial of a request for leave; however, the denial of such leave or the reasons therefor shall not be subject to review under the grievance procedure of this contract.

d. Upon termination of an authorized leave of absence, the employee will be reinstated without interruption of service, rights and benefits.

e. In the event an employee is reinstated in his old position within two months from the date he has resigned or for any reason has left his position, he will be reinstated with all his accumulative rights and benefits as if no interruption in service had occurred.

f. In the event an employee reenters County service after having terminated his service for any reason whatsoever and is not reinstated within two months from the date his service has terminated, such employee shall not be entitled to vacation credits based on total service until he has completed two years of continuous service from the date of reentering County service.

#### Section 5. Bereavement Leave and Funeral Leave

a. Employees may be absent from work without loss of pay by reason of death in the immediate family up to a maximum period of three working days, commencing from the date of death of the family member or day before the funeral. Immediate family includes only mother, father, husband, wife, brother, sister, child, grandparent grandchild, mother-in-law, father-in-law and any relative or person residing in the immediate household of the employee.

b. Employees may be absent from work without loss of pay for one day to attend the funeral of the employee's brother-in-law, sister-in-law, or grandparent-in-law.

#### Section 6.

The employer shall not have the right to charge any employee's leave credits without that employee's approval.

### **ARTICLE IX - HEALTH AND DENTAL INSURANCE PLANS**

#### Section 1 - Health Insurance

(a) Effective January 1, 2003, commencing with the first day of the month immediately following permanent, full time employment with the County, the County shall contribute the sum of \$152 per month or the monthly premium of the lowest cost health provider, whichever is less, toward the premium for individual coverage. The balance of the applicable health insurance premiums, if any, shall be paid by the employee through payroll deduction. If the individual premium for the lowest cost health provider (MVP, CDPHP, Community Blue HMO, Empire HMO, NYSHIP or equivalent) exceeds \$152 per month, the County shall increase its contribution toward the health insurance premium by an amount equal to 85% of the difference between the individual premium for the lowest cost health provider minus \$152. However, if the employee chooses the individual coverage for the lowest cost health care provider, the County shall pay the full premium for the employee's individual coverage of the lowest cost health care provider.

(b) Effective January 1, 2003, commencing with the first day of the month immediately following permanent, full time employment with the County, the County shall contribute up to the sum of \$325 per month or the monthly premium of the lowest cost health provider, whichever is less, toward the premium for two-person coverage. The balance of the applicable health insurance premiums, if any, shall be paid by the employee through payroll deduction. If the two-person rate for the lowest cost health provider (MVP, CDPHP, Community Blue HMO, Empire HMO, NYSHIP or equivalent) exceeds \$332 per month, the County shall increase its contribution toward the two-person premium by an amount equal to 85% of the difference between the two-person premium for the lowest cost health provider minus \$332.

(c) Effective January 1, 2003, commencing with the first day of the month immediately following permanent, full time employment with the County, the County shall

contribute up to the sum of \$462 per month or the monthly premium of the lowest cost health provider, whichever is less, toward the premium for family coverage. The balance of the applicable health insurance premiums, if any, shall be paid by the employee through payroll deduction. If the family rate for the lowest cost health provider (MVP, CDPHP, Community Blue HMO, Empire HMO, NYSHIP or equivalent) exceeds \$494 per month, the County shall increase its contribution toward the two-person premium by an amount equal to 85% of the difference between the family premium for the lowest cost health provider minus \$494.

(d) Two members of the same family employed by the County may only be enrolled in one health insurance plan. However, if two members of the same family employed by the County are eligible to be enrolled in a two-person plan, each employee may enroll in their own individual plan but the County will contribute a maximum total amount equal to the County's contribution for a two person plan.

### Section 2. Dental Insurance

All full-time employees of the County of Warren shall be eligible for membership in nonduplicative coverage in the Blue Cross/Blue Shield Dental Plan, or equivalent coverage. The County shall contribute up to the sum of \$10.00 per month per employee toward the premium for individual coverage and \$24.00 per month per employee toward the premium for dependent coverage.

### Section 3. Health Insurance Incentive

Employees who are eligible for health insurance coverage as defined in Section 1 herein and who do not take health insurance will receive \$50.00 per month if the employee is eligible for individual coverage, or \$100.00 per month if the employee is eligible for dependent coverage. Such payments will be made prior to December 31 each year. In order to obtain the health insurance incentive, the employee must document to the County that other health insurance is available and the employee must sign a release to the County waiving any rights to health insurance coverage and releasing the County from any other health related liability. If an employee who has elected this option loses his other health insurance coverage, he must immediately notify the personnel office and his coverage will be reinstated upon the employee making the appropriate payment of the premium, if such premium is due, and otherwise satisfying the eligibility requirements. However, in order for the health insurance incentive referred to in this section to become effective, there must be at least 25 existing bargaining unit members who cancel their existing health insurance coverage with the County.

### Section 4. Flexible Spending Account

If the County Board of Supervisors authorizes the implementation of a flexible spending account, or other form of cafeteria plan, it shall be made available as an option for employees to elect.

Section 5. NYPERL

If the County Board of Supervisors authorizes the implementation of New York Public Employee and Retiree Long Term Care Insurance Plan (NYPERL) it shall be made available as an option for employees to elect. If the employee elects to participate in the NYPERL plan, the employee will pay 100% of the premium through payroll deduction.

Section 6. Reopener

In the event that the County desires to change the health insurance plans to non-equivalent plans and/or change the County's contribution toward the health insurance premiums, the parties agree to reopen negotiations for these issues only.

**ARTICLE X - RETIREMENT PLANS AND DEATH BENEFITS**

Section 1. Career Retirement Plan

The County shall forthwith adopt a resolution providing for a career retirement plan for County employees pursuant to Section 75-i of the Retirement and Social Security Law of the State of New York. The foregoing shall be amended to the extent necessary to reflect changes in the Retirement and Social Security Law of the State of New York as it applies to so-called "Tier Three" category employees. New York State laws and implementation by the New York State Retirement and Social Security system.

Section 2. Guaranteed Ordinary Death Benefit

The County has adopted a resolution providing for a guaranteed ordinary death benefit under Section 60-b of the Retirement and Social Security Law as amended by the Laws of 1970.

**ARTICLE XI - GRIEVANCES**

a. The parties hereby agree to the following procedures in handling grievances:

- Step 1. When a grievance is made by an employee, the employee shall meet with his supervisor and attempt to resolve the matter informally. The employee shall notify the CSEA representative of the grievance.
- Step 2. In the event the grievance is not resolved informally, it shall be reduced to writing within 10 working days from the informal stage, and presented to the Department Head. The aggrieved employee shall meet with the Department Head to attempt to resolve the grievance. The aggrieved employee may be accompanied by the CSEA representative.

Step 3. In the event such grievance is not satisfactorily resolved by the Department Head, a written appeal may be filed with the Labor-Management Committee of the Board of Supervisors within 10 working days after the aggrieved employee has received the decision of the Department Head. The Labor-Management Committee of the Board of Supervisors shall investigate the grievance, and shall notify the aggrieved employee and the CSEA representative of its decision within fifteen (15) working days after it has received the written appeal.

Step 4. In the event that such grievance is not satisfactorily resolved by the Labor-Management Committee of the Board of Supervisors, the matter may then be referred by either party to arbitration before an impartial arbitrator to be mutually agreed upon by the parties. If the parties cannot agree on an impartial arbitrator, the parties shall use the services of the American Arbitration Association for the selection of an arbitrator.

b. The following shall apply to this entire grievance procedure:

(1) A grievance is defined as a claim of an alleged violation of this agreement with respect to its application or interpretation, which claim shall not include any matter for which a method of review is prescribed by law or by any rule or regulation of the Civil Service Commission having the force and effect of law.

(2) All grievances shall include the name and position of the aggrieved employee, the identity of the provisions of this agreement involved in said grievance, the time when and the place where the alleged event or condition constituting the alleged breach of this agreement existed, the identity of the party responsible for causing said event or conditions, if known to the aggrieved employee, a statement of the nature of the grievance, and the remedy sought by the aggrieved employee.

(3) No written grievance shall be entertained and such grievance is waived, unless the written grievance was forwarded to the Department Head within 30 working days after the aggrieved employee knew or should have known of the act or condition upon which the grievance is based.

(4) Failure to comply with the time limits set forth in this entire Article is intended to be, and shall be, considered a complete bar to the continued processing of any grievance or legal action, unless mutually agreed upon in writing by both parties.

(5) In the event that an aggrieved employee has submitted the subject matter of the grievance to any forum, including administrative agencies, judicial bodies or the Courts, the employee may not utilize this grievance procedure.

(6) The CSEA and the County shall bear equally the fees and expenses of the



arbitration stage of the grievance procedure, exclusive of attorneys' fees.

## **ARTICLE XII - DISCHARGE**

Section 1. Civil Service Law Section 75 Rights. A County employee holding a position in the noncompetitive class or labor class as defined in the Civil Service Law and who has completed at least one year of continuous service as a County employee, shall be entitled to the rights, privileges, protection and remedies provided for in Section 75 of the Civil Service Law of the State of New York.

Section 2. Job Abandonment - An employee who is absent from work without authorization or communicating to the employee's supervisor the reason(s) for the absence for at least three (3) consecutive work days shall be deemed to have abandoned employment with the County and shall automatically be terminated from employment. Such employee shall have no contractual recourse to grieve or challenge the matter except if it was impossible for the employee to communicate as a result of a medical condition, hostage or kidnapping situation, or placement in a witness protection plan. In such events, the employee shall immediately communicate with the employee's supervisor at the employee's first opportunity or this abandonment provision applies.

## **ARTICLE XIII - MISCELLANEOUS PROVISIONS**

### Section 1. Posting of Job Vacancies

All vacancies where an eligible list does not exist shall be posted for at least 15 calendar days prior to the filling of said vacancy. All interested employees shall have the right to apply for these vacancies with seniority being a contributing factor in the appointment to that vacancy. All applicants shall receive notice of the name of the person who filled the vacancy. Notice of vacancy shall also be posted in all departments in which members of the bargaining unit are employed.

### Section 2. Coffee Breaks

All employees shall be allowed one coffee break during each four hours of his regular day and each Department Head shall establish such rules and regulations as may be necessary to implement these employee rest periods.

### Section 3. Annual Statement of Accrued Time

During the month of February in each year or as soon thereafter as may be practicable, the County shall prepare and distribute to each employee in County service a statement of his accrued credits for vacation and sick leave as of the end of the prior calendar year and a

statement of any such other credits or leave time the employee shall be entitled to during the ensuing year which are not accumulative.

#### Section 4. Review of Time Cards

Every employee in County service shall have the right to review or question his time card and may from time to time inquire through the Personnel Office as to his accrued leave time credits.

#### Section 5. Transfers; Salary Step Level

Any employee transferred from one job classification to another shall transfer and be paid at the same longevity he has attained.

#### Section 6. Medicare Premiums

Upon the exclusion from the coverage of the County's health insurance plan of the supplemental medical insurance benefits under Medicare, the amount of such Medicare premium will be deducted from contributions payable by the employee and the employer contributions to the health insurance fund shall be adjusted as necessary to provide such payments.

#### Section 7. Workers' Compensation Reimbursement

The County will adopt a plan which provides that when the County is reimbursed by the Workers' Compensation insurance carrier for continuing the employee's salary during the period of job connected disability, the County will credit the employee's sick leave benefits to the nearest day by dividing the reimbursement received by the employee's daily rate of compensation at straight time without regard to shift differentials. When an employee has exhausted his sick leave credits prior to reimbursement from the carrier, he will be entitled to receive only those benefits provided for under the Workers' Compensation Law.

#### Section 8. Disability Insurance

The County will continue New York State Disability Benefits coverage in accordance with the New York State Benefits Law. Each employee shall make the maximum premium contribution permitted by the State Plan and the County shall pay the difference in the premium for each employee.

#### Section 9. Jury Duty Compensation

The County will adopt a plan to pay an employee who serves on a jury the difference between the jury pay and 40 hours pay at straight time. Volunteers will not be paid and provisions must be made for reporting for work on short court sessions or days when the County is working although the court may not be in session. No payment will be made to any employee

who is exempt by law and waives the exemption by failing to claim the exemption or by volunteering to serve.

#### Section 10. Emergency Recall from Leave

The County agrees that no employee shall be called back to work while on vacation, personal leave or sick leave, except where a state of emergency exists.

#### Section 11. Overtime Distribution

The County agrees to distribute overtime assignments as equitably as possible to all of the employees in the department.

#### Section 12. Safety Standards

As it applies to the Highway Department, the County agrees to abide by the "New York State Manual on Uniform Traffic Control Devices."

#### Section 13. Foul Weather Gear

Employees required to work outside shall be provided with foul weather gear as needed.

#### Section 14. Out of Title Work

Employees performing the duties of a higher rated job classification shall receive the compensation paid to that higher rated position once the employee has worked in this capacity for five or more days. Once eligible to receive this higher rate of compensation the affected employee shall be paid retroactive to the first day of such out of title work.

#### Section 15. Training Programs

County employees shall be allowed to take job related courses with the prior approval of the County Board of Supervisors. Upon satisfactory completion of the course with a "C" grade or better, the County shall reimburse the employee for 50% of the cost for tuition and fees incidental to taking the course. If an employee does not work for at least eighteen (18) consecutive months after completing a course for which the County has reimbursed the employee for 50% of the cost for tuition and fees, the employee will refund to the County the total amount paid by the County to the employee.

#### Section 16. Employee Indemnification

The indemnification benefits of Section 18 of the Public Officers Law shall be conferred upon the members of the bargaining unit, provided such employee complies with all of the

requirements of Section 18 of the Public Officers Law.

Section 17. Abolition of Positions, Suspension, Demotion, and Preferred Lists

a. Sections 80, 81 and 85 of the Civil Service Law shall cover County employees referred to in those sections for abolition of positions, suspensions, demotions and preferred lists.

b. "Manpower" employees shall have first preference in the filling of permanent vacancies in the job to which that employee was hired under "Manpower."

Section 18. Labor/Management Committee

If either Warren County or CSEA requests a labor-management meeting, such party will provide the other party with a proposed agenda. The receiving party, within seven (7) work days, must either acknowledge that it will meet or advise the other party that it does not desire to discuss the topic on the proposed agenda.

Section 19. Required Testing and License Fees

Warren County will pay for the additional testing and license fees imposed by the State of New York and required by Warren County for continued employment on municipal truck drivers, bus drivers and equipment operators, other than normal passenger vehicle licenses, up to a maximum of \$125 per person per year. The County will pay for the initial application for testing. Any expenses incurred in connection with repeat testing will be the sole responsibility of the employee.

Section 20 - American with Disabilities Act

The County and CSEA shall comply with the applicable provisions of the Americans With Disabilities Act.

Section 21 - Direct Deposit

The County will implement direct deposit of an employee's pay check for all bargaining unit employees who provide written authorization to the County to do so in accordance with the County's policy and practice on direct deposits.

Section 22 - Check Envelopes

Warren County shall put each employee's paycheck or confirmation of direct deposit in an individualized envelope.

**ARTICLE XIV - WAIVER**


The parties agree that this is the entire agreement between the County and CSEA and concludes all negotiations during its term. They acknowledge that they have carefully and fully negotiated with respect to all matters which are negotiable under the Public Employees' Fair Employment Act (Taylor Law), including all terms and conditions of employment, whether or not express reference to such matters is made herein, and have settled them for the period covered by this Agreement.

**ARTICLE XV - EFFECTIVE DATE**

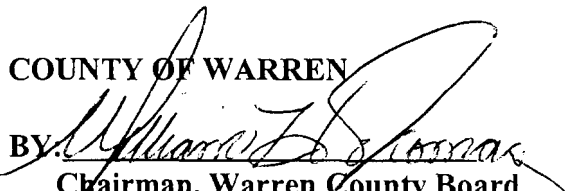
This agreement shall be effective as of the date of execution of this agreement and shall end on December 31, 2007; however, the wage provisions shall be retroactive to January 1, 2004 for all employees who are employed by the County as of the date of the execution of this Collective Bargaining Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date and year first above written.

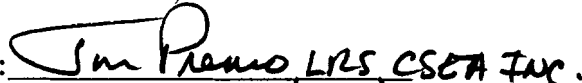
**APPROVED AS TO FORM:**


  
Warren County Attorney

**COUNTY OF WARREN**

BY:   
Chairman, Warren County Board  
of Supervisors

**WARREN COUNTY UNIT OF THE  
CIVIL SERVICE EMPLOYEES  
ASSOCIATION, INC.**

BY:   
Roberta Porter, LRS, CSEA Inc.

  
Roberta Porter  
CSEA Unit President - Warren County Unit

#188019

- GRADE 2
- Cleaner
  - Clerk
  - Food Service Helper
  - Hospital Aide
  - Institutional Aide
  - Laborer
  - Laundry Worker
  - Supervisor of Volunteers
  - Van Driver
  - Meal Site Cook
  - Meal Site Manager
  - Aging Services Aide
- GRADE 3
- Leisure Time Activities Aide
  - Typist
  - Ward Clerk
  - WIC Clerks
  - Hatchery Aide
  - Physical Therapy Aide
  - WIC Program Aide
- GRADE 4
- Account Clerk
  - Cook
  - D.E. Machine Op
  - Index Clerk
  - Janitor
  - Senior Clerk
  - Senior Stenographer - Secretary
  - Senior Typist - Secretary
  - Stenographer - Secretary
  - Storeroom/Printshop Assistant
  - Tourism Specialist
  - WIC Assistant
  - Assistant Manager
  - Food Service Manager
  - Aging Services Assistant
- GRADE 5
- Account Clerk-Typist
  - Charge Aide
  - Motor Equipment Operator (Light)
  - Motor Vehicle License/Registration Clerk
  - Records Clerk
  - Youth Services Specialist
  - Legal Clerk
  - Recreational Aide
  - Motor Vehicle Registration/Enforcement Clerk

- GRADE 6    Bldg Maint Man  
 HEAP Examiner  
 Messenger  
 Senior Data Entry Operator  
 Working Supervisor  
 WIC Nutrition Aide  
 Personnel Clerk  
 Building Maintenance Worker  
 Motor Coach Promoter
- GRADE 7    Auto Mechanic Helper  
 Licensed Practical Nurse  
 Motor Equipment Operator (Medium)  
 Principal Stenographer  
 Senior Account Clerk  
 Probation Asst.
- GRADE 8    Administrative Assistant  
 Airport Maintenance Worker  
 Employment & Training Coordinator  
 Graphics Desktop Publisher  
 Heavy Equipment Operator  
 Nurse Technician  
 Senior Account Clerk/Typist  
 Social Welfare Examiner  
 Support Collector  
 Support Investigation
- GRADE 9    Auto Mechanic  
 Employment & Training Counselor  
 Leisure Time Activities Director  
 Personnel Technician  
 Sign Maintenance Worker  
 Welder
- GRADE 10    Draftsman  
 Engineering Technician  
 Highway Construction Supervisor  
 Principal Account Clerk  
 Senior Records Clerk  
 Sign Maintenance Supervisor  
 Social Work Assistant  
 Specialist, Services for the Aging  
 Records Management Technician
- GRADE 11    Senior Social Welfare Examiner

	Senior Support Collector Social Services Investigator Principal Account Clerk/Typist
GRADE 12	WIC Nutritionist Resource Assistant Prin Acct Clerk/Comp Sys Op Senior Engineering Technician
GRADE 13	Building Maintenance Mechanic Caseworker Mechanical Storekeeper Tax Map Technician Data Coordinator JTPA Coordinator
GRADE 14	CASA Coordinator Health Educator Senior Caseworker
GRADE 15	Accounting Supervisor Principal Social Welfare Examiner Rehabilitation Specialist Staff Development Coordinator Senior Employment & Training Counselor Supervising Support Investigator WIC Coordinator
GRADE 16	Case Supervisor B Sr. Tax Map Technician Sr. Blding Maint Mechanic WIC Dietitian WIC Nutrition Counselor
GRADE 17	Fire & Building Code Enforcement Officer
GRADE 18	RPN Senior Planner
GRADE 19	Coordinator, Services for the Aging Probation Officer Public Health Nurse RPN Supervisor.



For Employees Hired before 1/1/02 - 3.00% - 3.00%					
2005					
	FIFTH	SIXTH	SEVENTH	EIGHTH	TENTH
1	22,277	22,637	22,997	23,357	23,884
2	22,849	23,209	23,569	23,929	24,456
3	23,326	23,686	24,046	24,406	24,933
4	24,378	24,738	25,098	25,458	25,985
5	25,334	25,694	26,054	26,414	26,940
6	26,384	26,744	27,104	27,464	27,991
7	27,816	28,176	28,536	28,896	29,423
8	28,933	29,293	29,653	30,013	30,540
9	29,921	30,281	30,641	31,001	31,528
10	31,065	31,425	31,785	32,145	32,671
11	31,541	31,901	32,261	32,621	33,148
12	32,019	32,379	32,739	33,099	33,626
13	32,977	33,337	33,697	34,057	34,584
14	33,740	34,100	34,460	34,820	35,347
15	34,698	35,058	35,418	35,778	36,305
16	35,702	36,062	36,422	36,782	37,309
17	37,367	37,727	38,087	38,447	38,974
18	38,202	38,562	38,922	39,282	39,809
19	39,034	39,394	39,754	40,114	40,641
20	40,673	41,033	41,393	41,753	42,280

Effective January 1, 2005, for longevity incentive for employees hired prior to January 1, 2002, there shall be a longevity payment of \$500 added on to the salary of such employee who will complete fifteen (15), twenty (20), twenty-five (25), and thirty (30) years of continuous employment during the employee's respective anniversary year.

For Employees Hired before 1/1/02 - 3.00% - 3.00%					
2006					
		SIXTH	SEVENTH	EIGHTH	TENTH
1		23,295	23,655	24,015	24,601
2		23,884	24,244	24,604	25,190
3		24,375	24,735	25,095	25,681
4		25,458	25,818	26,178	26,764
5		26,443	26,803	27,163	27,749
6		27,525	27,885	28,245	28,831
7		29,000	29,360	29,720	30,306
8		30,150	30,510	30,870	31,456
9		31,168	31,528	31,888	32,474
10		32,346	32,706	33,066	33,652
11		32,836	33,196	33,556	34,142
12		33,329	33,689	34,049	34,635
13		34,316	34,676	35,036	35,622
14		35,102	35,462	35,822	36,407
15		36,088	36,448	36,808	37,394
16		37,122	37,482	37,842	38,428
17		38,838	39,198	39,558	40,144
18		39,698	40,058	40,418	41,003
19		40,554	40,914	41,274	41,860
20		42,243	42,603	42,963	43,548

Effective January 1, 2005, for longevity incentive for employees hired prior to January 1, 2002, there shall be a longevity payment of \$500 added on to the salary of such employee who will complete fifteen (15), twenty (20), twenty-five (25), and thirty (30) years of continuous employment during the employee's respective anniversary year.

For Employees Hired before 1/1/02 - 3.00% - 3.00%			
	2007		
		SEVENTH	EIGHTH
		TENTH	
1		24,332	24,692
2		24,939	25,299
3		25,445	25,805
4		26,560	26,920
5		27,574	27,934
6		28,689	29,049
7		30,208	30,568
8		31,393	31,753
9		32,441	32,801
10		33,654	34,014
11		34,160	34,520
12		34,667	35,027
13		35,684	36,044
14		36,493	36,853
15		37,509	37,869
16		38,574	38,934
17		40,341	40,701
18		41,227	41,587
19		42,109	42,469
20		43,848	44,208

Effective January 1, 2005, for longevity incentive for employees hired prior to January 1, 2002, there shall be a longevity payment of \$500 added on to the salary of such employee who will complete fifteen (15), twenty (20), twenty-five (25), and thirty (30) years of continuous employment during the employee's respective anniversary year.

For Employees Hired on or after 1/1/02 - 1.50% - 1.50% (3.00%)				
2005				
	FIRST	SECOND	THIRD	FOURTH
1	20,912	21,225	21,544	21,867
2	21,467	21,789	22,116	22,447
3	21,930	22,259	22,593	22,932
4	22,951	23,293	23,645	24,000
5	23,880	24,239	24,601	24,970
6	24,900	25,273	25,652	26,037
7	26,290	26,685	27,085	27,491
8	27,375	27,786	28,203	28,626
9	28,334	28,759	29,191	29,629
10	29,446	29,888	30,336	30,791
11	29,908	30,357	30,812	31,275
12	30,373	30,829	31,291	31,760
13	31,302	31,772	32,248	32,732
14	32,043	32,524	33,012	33,507
15	32,973	33,468	33,970	34,480
16	33,949	34,455	34,975	35,500
17	35,566	36,100	36,641	37,191
18	36,377	36,923	37,477	38,039
19	37,184	37,742	38,308	38,882
20	38,776	39,357	39,948	40,547

For Employees Hired on or after 1/1/02 - 50% - 1.50% (3.00%)					
2006					
	FIRST	SECOND	THIRD	FOURTH	FIFTH
1	21,225	21,544	21,867	22,195	22,529
2	21,789	22,116	22,447	22,784	23,126
3	22,259	22,593	22,932	23,276	23,625
4	23,296	23,645	24,000	24,360	24,725
5	24,238	24,601	24,970	25,345	25,725
6	25,273	25,652	26,037	26,427	26,824
7	26,685	27,085	27,491	27,904	28,322
8	27,786	28,203	28,626	29,055	29,491
9	28,759	29,191	29,629	30,073	30,524
10	29,889	30,336	30,791	31,253	31,722
11	30,357	30,812	31,275	31,744	32,220
12	30,829	31,291	31,760	32,237	32,720
13	31,772	32,248	32,732	33,223	33,722
14	32,524	33,012	33,507	34,009	34,520
15	33,465	33,970	34,480	34,997	35,522
16	34,458	34,975	35,500	36,032	36,573
17	36,100	36,641	37,191	37,749	38,315
18	36,923	37,477	38,039	38,609	39,189
19	37,742	38,308	38,882	39,465	40,058
20	39,357	39,948	40,547	41,155	41,772

For Employees Hired on or after 1/1/02 - 1.50% - 1.50% (3.00%)					
2007					
	FIRST	SECOND	THIRD	FOURTH	FIFTH
1	21,544	21,867	22,195	22,526	23,203
2	22,116	22,447	22,784	23,126	23,820
3	22,593	22,932	23,276	23,625	24,334
4	23,645	24,000	24,360	24,725	25,467
5	24,601	24,970	25,345	25,725	26,497
6	25,652	26,037	26,427	26,824	27,629
7	27,085	27,491	27,904	28,322	29,172
8	28,203	28,626	29,055	29,491	30,376
9	29,191	29,629	30,073	30,524	31,440
10	30,336	30,791	31,253	31,722	32,673
11	30,812	31,275	31,744	32,220	33,187
12	31,291	31,760	32,237	32,720	33,702
13	32,248	32,732	33,223	33,722	34,733
14	33,012	33,507	34,009	34,520	35,555
15	33,970	34,480	34,997	35,522	36,587
16	34,975	35,500	36,032	36,573	37,670
17	36,641	37,191	37,749	38,315	39,465
18	37,477	38,039	38,609	39,189	40,364
19	38,308	38,882	39,466	40,058	41,259
20	39,948	40,547	41,155	41,772	43,026

# Warren County Board of Supervisors

RESOLUTION NO. 695 OF 2004

Resolution introduced by Supervisors Monroe, Belden, Bennett, O'Connor, Bentley, Tessier, Champagne, Caimano and Stec

## AUTHORIZING PUBLIC EMPLOYMENT AGREEMENT EFFECTIVE UPON DATE OF EXECUTION OF THE COLLECTIVE BARGAINING AGREEMENT THROUGH DECEMBER 31, 2007

WHEREAS, the Warren County Board of Supervisors has adopted resolutions recognizing the Warren County Chapter of the Civil Service Employees Association, Inc., (CSEA) as the sole bargaining representative for County employees in the General Unit, and as a result of collective bargaining, a proposed agreement has been reached establishing the terms and conditions of employment and compensation of employees in the General Unit for a term to commence January 1, 2002 and to terminate December 31, 2003, now, therefore, be it

RESOLVED, that the proposed memorandum of agreement outlining the terms of the proposed agreement between the County of Warren and CSEA negotiated by the County's representatives and now presented to this Board of Supervisors is hereby ratified and approved, except that for purposes of saving administrative costs, the 2004 wage adjustment shall be applicable to wages ending in 2004 with increments, and that the Chairman of the Board of Supervisors be, and hereby is, authorized to execute an agreement on behalf of the County of Warren with the General Unit of the CSEA which incorporates the terms of said memorandum of agreement, for a term commencing on the date of the execution of the collective bargaining agreement and terminating December 31, 2007, and in the form approved by the County Attorney.