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AGREEMENT

By and between the
COUNTY OF TIOGA

And

CSEA, Local 1000 AFSCME,
AFL-CIO

RECEIVED

JUN 27 2005

CSEA

Tioga County Unit 8850

Tioga County Local 854

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

January 1, 2005 – December 31, 2007

If you have questions about this contract, your CSEA representation, or your CSEA benefits and services, please use the following guide to contact the appropriate Union officials and/or staff. If you believe that your rights under this contract have been violated, immediately contact your nearest Shop Steward or Union Officer.

Local President
Lynn Wool 687-8315

Unit President
Lynn Wool 687-8315
Effective July 1, 2005: Joan Kellogg 687-8632

Shop Steward:

Labor Relations Specialist:
Shawn Lucas (607) 772-1750
CSEA Binghamton Satellite Office
71 State Street, Bache Bldg – 1st floor
Binghamton, NY 13901

The following CSEA staff professionals can be reached at the CSEA Central Region 5 Office:

Political Action Coordinator
Occupational Health & Safety Specialist
Communications Associate
Organizer

CSEA Central Region 5 Office
6595 Kirkville Road, East Syracuse, NY 13057
(800) 559-7975
(315) 433-0050
James Moore, Regional President
Joe Maratea, Regional Director

**** See in side back cover for more information****

ARTICLE NUMBER	SUBJECT	PAGE NUMBER
INTRODUCTION		.....1
ARTICLE 1:		
Purpose and Intent		..... 1
ARTICLE 2:		
Law Governing		.....1
ARTICLE 3:		
Recognition and Reciprocal Rights		..... 1 - 9
	<i>TITLE EXCLUSIONS</i>	..... 2 - 5
	<i>MALPRACTICE ACTION</i>	..... 5
	<i>PART-TIME EMPLOYEES</i>	..... 5
	<i>PROMOTIONS</i>	..... 5
	<i>DEFINITION OF "WORKING DAY"</i>	..... 6 - 7
	<i>EMPLOYEE BREAKS</i>	..... 7
	<i>LABOR RELATIONS COMMITTEE</i>	..... 7
	<i>CSEA REPRESENTATIVE RIGHTS</i>	.....7 - 8
	<i>LAY-OFF PROCEDURES</i>	.....8 - 9

ARTICLE NUMBER	SUBJECT	PAGE NUMBER
ARTICLE 4:		
Salaries, Wages		..... 9 - 15
	<i>INCREMENTS</i>	.....11 -12
	<i>OUT-OF-TITLE PAY</i>	.....13
	<i>COMP TIME</i>	.....13 - 14
	<i>OVERTIME</i>	.....14 - 15
	<i>ON-CALL</i>	.....15
	<i>JURY DUTY</i>	..... 15
ARTICLE 5:		
Vacation, Sick Leave, Leave of Absence, Holidays		.....16 - 22
	<i>VACATION</i>	..... 16 - 17
	<i>SICK LEAVE</i>	..... 17 - 19
	<i>BEREAVEMENT LEAVE</i>	..... 19
	<i>PERSONAL LEAVE</i>	.....19
	<i>LEAVE OF ABSENCE</i>	..... 19 - 20
	<i>MILITARY LEAVE</i>	..... 20
	<i>MATERNITY LEAVE</i>	..... 21
	<i>EMERGENCY CLOSINGS</i>	..... 21
	<i>HOLIDAYS</i>	..... 21 - 22

ARTICLE NUMBER	SUBJECT	PAGE NUMBER
ARTICLE 6:		
Retirement, Health Insurance and Protection		.....22 - 26
	<i>RETIREMENT SYSTEM</i>	..... 22
	<i>HEALTH INSURANCE</i>	..... 22 - 24
	<i>SECTION 125K PROGRAM</i>	..... 25
	<i>INJURED ON DUTY</i>	..... 25
	<i>WORKERS' COMPENSATION</i>	..... 25
	<i>SHORT-TERM DISABILITY</i>	..... 25
	<i>EAP</i>	..... 25 - 26
	<i>DEFERRED COMPENSATION</i>	..... 26
	<i>LIFE INSURANCE</i>	..... 26
ARTICLE 7:		
Mileage, Transportation and Clothing Allowance		..... 26 - 27
	<i>MILEAGE RATE</i>	..... 26
	<i>TRANSPORTING CLIENTS</i>	..... 27
	<i>CLOTHING ALLOW. / UNIFORM MAINT.</i>	..... 27
	<i>FIRST AID KITS</i>	..... 27

ARTICLE NUMBER	SUBJECT	PAGE NUMBER
ARTICLE 8:		
Job Oriented Training		..... 28
ARTICLE 9:		
Grievances		..... 28 - 29
ARTICLE 10:		
Other Rights and Benefits		..... 30 - 32
	<i>EXIT INTERVIEWS</i>	..... 30
	<i>CDL DRUG & ALCOHOL TESTING</i>	..... 30
	<i>ADJUSTMENT OF SALARY SCHEDULES</i>	..... 30
	<i>INDEMNITY OF DISPATCHERS</i>	..... 30
	<i>PSYCHOLOGICAL COUNSELING (DISPATCHERS)</i>	..... 30
	<i>POSTING & SHIFT BIDDING/DISPATCH PERSONNEL</i>	..... 31 - 32
	<i>POSTING & BIDDING NON-COMPETITIVE VACANCIES</i>	..... 32
ARTICLE 11:		
Duration of Contract		..... 32

ARTICLE NUMBER	SUBJECT	PAGE NUMBER
ARTICLE 12: Legislative Approval		..... 32 - 33
ATTACHMENT A	SALARY SCHEDULES 2005	..... 34 - 39
ATTACHMENT A	SALARY SCHEDULES 2006	..... 40 - 45
ATTACHMENT A	SALARY SCHEDULES 2007	..... 46 - 51
ATTACHMENT B	TRAVEL TIME SCHEDULE	..... 52 - 53

AGREEMENT BETWEEN
COUNTY OF TIOGA
AND
CIVIL SERVICE EMPLOYEES ASSOCIATION, INCORPORATED,
LOCAL 1000, AFSCME, AFL-CIO

Agreement made at Owego, New York on the First day of January, 2005, by and between the COUNTY OF TIOGA, State of New York, hereinafter called the "***County***", and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INCORPORATED, Local 1000, AFSCME, AFL-CIO, Tioga County Local 854, Tioga County Unit 8850, hereinafter referred to as "***CSEA***".

The parties hereto mutually covenant and agree as follows:

ARTICLE 1 : Purpose and Intent

It is the purpose and intent of this Agreement to promote harmonious cooperative relationships between the County and its employees, for mutual benefit of both, and for the benefit of the public. The County agrees to administer its obligations under this Agreement in a manner which shall be fair and impartial to all employees, and that it will not discriminate against any employee by reason of sex, race or creed.

ARTICLE 2 : Law Governing

This Agreement shall be governed by the Public Employees' Fair Employment Act and all relevant provisions of other State statutes, and also all local laws and resolutions of the County which are not inconsistent with this Agreement.

ARTICLE 3 : Recognition and Reciprocal Rights

Section A: Recognition

1. The County recognizes the CSEA as the sole representative of all County employees except elected officials; department heads; members of boards and commissions; members of the Tioga County Law Enforcement Union; Members of the Tioga County Corrections Association; those listed in Article 3, Section B, paragraphs 1, 2 and 3, and seasonal, temporary and part-time employees, for the purposes of negotiations concerning the terms and conditions of employment and the consideration and settlement of grievances arising in connection therewith.

Article 3 – Recognition & Reciprocal Rights (Continued)

2. CSEA recognizes the right of the County to retain and reserve unto itself all rights, powers, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New York and/or the United States of America.
3. The exercise of these rights, powers, authority, duties and responsibilities by the County and the adoption of such rules, regulations and policies as it may deem necessary will, as they apply to the employees covered by this Agreement and represented by CSEA, be limited only by this Agreement.
4. It is mutually understood and agreed by both parties to the Agreement that the management of the County operation and the direction of the working forces, including the right to hire, suspend, discharge for proper cause, promote, transfer and lay off employees because of lack of work or for other proper and legitimate reasons is vested and reserved to the County subject to the limitations provided in the law and this Agreement.

Section B: Excluded Positions

The following positions are excluded from this Agreement:

1. **ELECTED**
County Clerk
County Coroners
District Attorney
Legislators
Sheriff
Treasurer
2. **DEPARTMENT HEADS**
Clerk of the County Legislature
Commissioner of Health & Human Services
Commissioner of Public Health
Commissioner of Public Works
Commissioner of Social Services
County Attorney
County Manager
Director of Civil Defense
Director of Community Services
Director of Information Technology & Communication Services
Director, Economic Development & Planning
Director of Environmental Health
Director of Probation
Director of Public Health
Director of Real Property Tax
Director of Veterans' Service Agency

Article 3 – Recognition & Reciprocal Rights (Continued)

Director of Youth Bureau
Election Commissioner
Fire Coordinator
Health Officer
Personnel Officer
Planning Director
Public Defender

3. **BY MUTUAL AGREEMENT**

Assistant County Attorneys
Assistant District Attorneys
Assistant Fire Coordinators
Assistant Public Defenders
Assistant Social Services Attorneys
Associate Planner
Attorney for Social Services Department
Benefits Manager
Budget Officer
Captain, Operations
Civil Deputy
Civil Manager
Civil Service Administrator
Civil Service Assistant
Civil Service Technician
Clinical Program Director of Alcohol & Drug Services
Clinical Program Administrator (TIERS)
Clinical Program Director (CMH)
Communications & e-Services Coordinator
Computer Programmer (Specialist)
Confidential Secretary (Legislature)
Confidential Secretary to Workers' Compensation
Deputy Clerk of the County Legislature
Deputy Commissioner (DSS)
Deputy Commissioner of Elections
Deputy Commissioner of Fiscal Services
Deputy Commissioner of Public Works
Deputy County Clerk
Deputy County Treasurer
Deputy Director for Clinical Services (CMH)
Deputy Director of Community Services
Deputy Director of Economic Development
Deputy Director of Real Property
Director of Administrative Services (DSS)
Director of Administrative Services (MH)
Director of Administrative Services (PH)
Director of Assets & Records Management

Article 3 – Recognition & Reciprocal Rights (Continued)

Director of Income Maintenance (DSS)
Director of Managed Care
Director of Patient Services (PH)
Director of Social Services
Director fo Weights & Measures
Economic Development Administrative Assistant
Economic Development Specialist
Employment and Training Director
Executive Assistant to the Commissioner
GIS Manager
Historian
Network Administrator
Paralegal
Program Director for Outreach & Crisis
Public Health Engineer
Public Health Engineer/Trainee
Purchasing Coordinator
Safety Officer
Second Deputy County Treasurer
Secretary to Commissioner of Public Works
Secretary to Commissioner of Social Services
Secretary to County Attorney
Secretary to Director of Community Services
Secretary to Director of Probation
Secretary to District Attorney
Secretary to Economic Development
Secretary to Personnel Officer
Secretary to Public Defender (PT)
Secretary to Senior Assistant County Attorney
Secretary to Sheriff
Software Support Liaison
Solid Waste Manager
Stenographer/PT (District Attorney)
Stenographer/PT (TC Law)
STOP DWI Coordinator
Undersheriff

4. **WITHOUT DIMINUTION OF THE RIGHTS OF THE INCUMBENTS UNDER THIS AGREEMENT, INCLUDING THEIR RIGHT TO FULL REPRESENTATION BY CSEA, THE FOLLOWING POSITIONS SHALL BE DEEMED EXCLUDED FROM ANY INCREMENTS PAYABLE THEREUNDER:**
Assistant Director, Patient Services
Assistant Engineer, Highway Department
Case Supervisor, Grade B
Caseworker/RN
Certified Recreational Therapist/T.L.

Article 3 – Recognition & Reciprocal Rights (Continued)

Clinical Psychologist, Mental Health
Clinical Social Worker
Clinical Supervisor
Community Health Nurse
Community Health Planner
Community Mental Health Counselor /T.L.
Community Mental Health Nurse
Computer Programmer
Coordinator of Child Support Enforcement
Counseling Supervisor
Director of Children with Special Needs Programs
Forensic Coordinator
Geriatric Coordinator
GIS Administrator
Nurse Practitioner
Patient Care Coordinator
Probation Supervisor
Psychiatric Social Worker
Psychiatric Social Worker /T.L.
Public Health Nurse
Registered Professional Nurse
Senior Caseworker/RN
Senior Community Mental Health Nurse
Social Worker, Alcohol & Drug Services
Senior Clinical Social Worker
Staff Psychologist
Staff Social Worker
Supervising Clinical Social Worker
Supervising Community Health Nurse
Supervising Psychologist, Mental Health
Supervising Public Health Nurse
TASAP Administrator
Working Foreman / Training Coordinator
Working Supervisor, Public Works Department

Section C: Paychecks

The CSEA shall be consulted before new paychecks are printed. The County agrees to provide CSEA, when feasible, with two additional slots on the pay stubs for CSEA deductions.

Section D: Malpractice Action

The employer shall provide a written procedure to explain the process followed when an employee is the subject of a malpractice action brought by a client. Public Health Nurses shall be provided with a copy of the malpractice coverage that applies to their agency and employees.

Article 3 – Recognition & Reciprocal Rights (Continued)

Section E: Definitions

For the purpose of this Agreement, the following terms shall apply:

1. The term "**County employee**" shall mean all employees of the County, except elected officials, members of boards and commissions, seasonal, temporary and part-time employees.
2. "**Part-time employees**" shall be defined as those persons who ordinarily work less than one-half of the normal work week. No employee defined as a full-time employee prior to January 1, 1973, because he worked more than the equivalent of two normal working days in each week, shall be deprived of any rights or benefits to which he became entitled as a full-time employee, even though he may hereafter work less than one-half of a full work week.
3. "**Promotion**" shall mean any upward movement.
4. The term "**working day**" shall be defined as each week day except Saturday, Sunday or a legal holiday, unless otherwise directed or authorized by the Legislature.

All employees except those at Public Works and Sheriff's Dispatch, will be allowed to flex their hours up to a maximum of 7 hours per week for an agreed upon period of time, upon prior written approval by the Department Head.

In addition to and including those employees allowed to flex their workdays, each employee shall also be allowed one-half (1/2) hour lunch breaks, upon prior approval by the Department Head.

All **Public Works** employees (except Solid Waste) shall work 40 hours per week. For employees within the Highway Division, the 40 hours per week may be worked in four 10-hour shifts, as the Public Works Commissioner sees fit during 2005. If agreeable to both parties, this provision may be extended for the duration of this agreement.

A Memorandum of Understanding separate from this collective bargaining agreement shall outline the mechanics of this arrangement, but this MOU shall not be subject to grievance or arbitration should either party elect not to renew this arrangement for the duration of this agreement.

The regular workweek for **Dispatch** is forty-(40) hours and for **Sheriff's Civilian** is thirty-five (35) hours.

For all **Nurses, Home Health Aides, and technical (not clerical) Environmental Health staff** the term "working day" may include Saturday and/or Sunday, and shall be paid on a straight time basis until more than 40 hours are

Article 3 – Recognition & Reciprocal Rights (Continued)

worked in a given week, at which time compensation will be earned at a rate of time and a half. Holidays shall be paid at time and one-half.

5. The summer hours were eliminated effective 1/1/78. Therefore, the regular department work week shall be observed year-round.
6. **Breaks** - All employees shall be entitled to a fifteen-minute break in the morning and a fifteen-minute break in the afternoon, such time to be regulated by the department head, if necessary.
7. An **employee-employer relation committee** shall be implemented to resolve items of contractual implementation and areas of common interest. The Committee shall consist of at least six employees and shall meet not more than monthly, but only if necessary. Department heads shall allow one hour for preparation and/or travel for said Committee meeting. Agendas shall be exchanged 24 hours prior to meeting.

Section F: CSEA Representative Rights

1. The County recognizes the right of the employees to designate three representatives of the CSEA to represent them in matters arising under this Agreement, such as salaries, wages, working conditions, disputes and grievances. Any one of such representatives may make a reasonable number of visits to employees during working hours for the purpose of discussing such matters, and any one of said representatives may also appear before a department head, or the appropriate committee of the County Legislature, or the County Legislature itself, or the Arbitration Board when occasion may reasonably require such an appearance.
2. The CSEA shall have the right to post notices and communications on bulletin boards maintained on the premises and facilities of the County, subject to the approval of the contents thereof by the Chairman of the County Legislature or his designee.
3. The officers and agents of the CSEA shall have the right to visit the County's premises and facilities at reasonable times and on reasonable occasions for the purposes of adjusting grievances and discussing the administration of the terms and conditions of this Agreement.
4. CSEA officials shall be entitled to a total of ten days anywhere in the State, each year, not cumulative, for attendance at CSEA meetings without deduction from salary, wages or from vacation, personal leave or sick leave allowances. The number of such officials shall be at the discretion of CSEA, but the total days so allowed shall be limited to ten altogether for all of said officials, collectively.

Article 3 – Recognition & Reciprocal Rights (Continued)

5. Agents selling CSEA insurance may interview County employees during working hours; subject, however, to department head approval as to the time of such interviews. The County will make arrangements to withhold premiums for said insurance and forward it to the appropriate Agent. (See 7 below).
6. The employer shall make automatic agency shop fee deductions from the wage or salary of employees.
7. Such deductions shall be listed on the employee's pay stub.
8. The CSEA affirms that it does not assert the right to strike against the County, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike.
9. Lay-off of employees in Competitive Class positions shall be in accordance with Civil Service Law and Rules. The CSEA president or designee will be provided notice of the proposed lay-off(s) as soon as possible.
10. Lay-off of employees in Non-Competitive Class positions represented by CSEA shall be in accordance with the following:

The CSEA President or designee shall be provided notice of the proposed lay-off(s) as soon as possible.

The County Agrees that all temporary, part-time and probationary employees in the targeted job title shall be laid-off prior to the lay-off of any full-time permanent employee in that same job title.

Once all temporary, part-time and probationary employees within the targeted job title(s) within a single department have been laid-off, full-time permanent employees within that department shall be laid-off in the inverse order of seniority. In determining seniority, the date of each employee's permanent full-time appointment with Tioga County shall be used. Any break in service of less than one year shall be considered continuous service.

Once determined, the employee targeted for lay-off will have the option to bump the least senior incumbent of the next lower level position in a direct line of promotion, provided that the targeted employee has greater retention rights. Bumping can only involve occupied positions, not vacancies. If more than one position in the same title is abolished, the employee with the greatest seniority shall be afforded the opportunity to bump first, and so on. The employee who bumps to a lower level position shall have his/her salary reduced in the same manner as if a demotion. If an employee refuses to bump, the employee is laid-off and his/her name is placed on a Recall List.

3 – Recognition & Reciprocal Rights (Continued)

Only if no lower occupied position in the direct line of promotion exists, the employee in the targeted position shall have the option to retreat. Retreat involves return to an occupied position in the same department with the title s/he last served in on a permanent full-time basis, if the incumbent is less senior. The retreat position must be in the Non-Competitive Class and in a lower salary grade. Service in the previously held title may have been in the same or another department. An employee who is unable to bump due to seniority is not eligible to retreat. The employee who retreats to a lower level position shall have his/her salary reduced in the same manner as if a demotion. If an employee refuses to retreat, the employee is laid-off and his/her name is placed on a Recall List.

The duration of a Recall List shall be four years.

Once the targeted employee(s) has indicated whether s/he wants to exercise his/her bump and/or retreat rights and the actual employee to be laid-off has been determined, the CSEA President or designee shall be notified of the results. Said notification shall include names, titles, and seniority dates of those employees to be laid-off. The CSEA President or designee may request a meeting with the Personnel Officer to review the records leading to the determination of which employee is to be laid-off.

Any dispute pertaining to an employee's seniority date shall be resolved according to the Civil Service records in the Personnel Office.

11. If a Recall List exists for a particular title for which a vacancy exists, the individuals on that list must first be offered appointment prior to either the promotion of current employees or the appointment of an outside applicant.

The recall of individuals on a Recall List shall be based upon seniority, with the most senior being recalled first, and so on. In order to qualify for recall, the individual must meet the minimum qualifications on the existing job description at the time of recall, and must be available to report to work within 10 calendar days of notification of the County.

A recalled employee's rate of pay upon returning to County employment shall be calculated as follows:

Rate at lay-off + all contractual raises granted during lay-off + any increments missed.

Acceptance of temporary or seasonal employment with the County shall not diminish the individual's recall rights.

ARTICLE 4 : Salaries, Wages

Section A: Annual Salary Increases

In addition to the increment to which an employee may be entitled under the salary schedule, **all employees on the payroll as of 12/31/04** shall be eligible for payment

of the 2005 wage increase listed herein and retroactive to 01/01/05. **Those employees hired on or after January 1, 2005** shall receive the 2005 wage reflected in "Attachment A" retroactive to their date of hire in 2005:

1. For the period January 1, 2005 to December 31, 2005, an increase of fifteen hundred dollars (\$1500) per employee.
2. For the period January 1, 2006 to December 31, 2006, an increase of two hundred dollars (\$200) plus three percent (3%) per employee.
3. For the period January 1, 2007 to December 31, 2007, an increase of two hundred dollars (\$200) plus three percent (3%) per employee.

Section B: New Hires

These rules shall apply only to positions assigned to a definite salary grade in the salary schedule and for which definite minimum salaries, annual increments and maximum salaries have been or subsequently are established.

1. Every new employee shall start at the minimum annual salary specified for his position unless the department head or appointing officer requests and receives permission from the County Legislature to start said employee at increment stage "1" or "2" by reason of prior experience in similar work.
2. **Break In Service:**
 - a) In the event that an employee resigns or retires from County service and is rehired within six months into a position covered by this collective bargaining agreement, s/he shall retain credit for increment and salary purposes.

For increments, the employee's new anniversary date shall be based upon the date of rehire, with adjustment for time actually served with Tioga County in a position covered by this collective bargaining agreement prior to his/her recent separation.

Example:

Employed 1/1/86 – 12/31/87 (24 months)
Rehired 4/1/88
Anniversary date becomes 4/1/86 (4/1/88 minus 24 months)

For salary, an employee rehired to a position in the same salary grade as his/her last employment shall receive the same rate of pay as s/he was earning upon separation. If the base salary of that salary grade is higher at the time of rehire than his/her previous salary, the individual shall be paid the base salary in existence at time of rehire. If rehired to a position in a grade lower than his/her former position, s/he shall be paid at his/her

Article 4 – Salaries, Wages (Continued)

former rate *minus* the existing difference between the two grades (comparable to a demotion). If rehired to a position in a grade higher than his/her former position, s/he shall be paid at his/her former rate *plus* the existing difference between the two grades (comparable to a promotion).

Example: (Based on 2005 Salary Schedule)

Office Manager (Grade 6) hired 2/1/90 at base of range resigns 6/1/05 at a salary of \$20,000.

Scenario 1:

Individual returns to County employment 9/1/05 as an Account Clerk Typist (Grade 4). S/he will receive a salary of \$20,000 – \$2,627 = \$17,373.

Scenario 2:

Individual returns to County employment 9/1/05 as a Payroll Clerk (or any other Grade 6 position). S/he will receive a salary of \$20,000.

Scenario 3:

Individual returns to County employment 9/1/05 as a Medical Records Technician (Grade 8). S/he will receive a salary of \$20,000 + \$4,321 = \$24,321.

In the event a person is rehired after more than six months, the employee will be considered a new hire for salary and all benefit purposes.

- b) Seniority, as to Dispatch and Sheriff's Civilian, will be defined as the uninterrupted service in the Tioga County Sheriff's Department. In the event of a break in service, and the employee returns to employment with the County within six (6) months from the break, seniority shall be treated as uninterrupted service.
3. Salaries and wages of all persons covered by this Agreement shall be paid every two weeks, with payday falling on the Thursday following the two-week period ending on the preceding Friday. All checks in payment of said salaries and wages shall contain or have attached thereto a complete statement of all deductions for income tax, social security tax, CSEA dues or fees and insurance, deferred compensation and any authorized or required deductions.

Section C: Increments

Increments will be granted to those individuals who qualify as set forth in the provisions of the increment evaluation systems adopted by Resolution #123-73, dated May 14, 1973. Any member of the Tioga County Bargaining Unit shall have the provisions of

Article 4 – Salaries, Wages (Continued)

the increment evaluation system applied. This includes the Highway Department, who, for 1989, were entitled to one increment and had the existing system overlaid; no such persons to receive more than two increments retroactively.

1. All increments shall be in the amount of \$300.
2. All increments shall be payable within thirty (30) days of receipt by the Personnel Officer of a satisfactory evaluation. Payment shall be retroactive to the employee's anniversary date.
3. Employees entitled to an approved increment shall become payable on their anniversary date in accordance with paragraph 2 above.
4. Eligible employees will be entitled to a \$300.00 increment after completion of one, two, seven, ten, fifteen, twenty, twenty-five and thirty years of service.
5. If an employee does not receive a full increment as a result of an evaluation, the employee may seek a review and modification of the evaluation as follows:
 - a) Within seven (7) calendar days from receipt of the evaluation, the employee may request, in writing, a review of the evaluation by the Personnel Officer. The Personnel Officer shall investigate the matter, conduct a joint meeting with the employee, Department Head, Union representative, and render a written decision within thirty (30) calendar days from the receipt of the request for review.
 - b) In the event the employee is still denied a full increment, the employee may seek a final review of the evaluation by the Legislative Committee of the employee's department. Within seven (7) calendar days from receipt of the decision of the Personnel Officer, the employee may request, in writing, a review of the original evaluation and decision of the Personnel Officer. The Legislative Committee shall investigate the matter, conduct a joint meeting with the employee, Personnel Officer, Department Head, and Union representative, and render a written decision within thirty (30) calendar days from receipt of the request for review. The decision of the Legislative Committee shall be final and binding on all parties.

No further appeal from this decision shall be authorized under the Grievance procedure contained within this agreement.

Section D: Salary Adjustment Upon Promotion/Demotion

Upon promotion or demotion, salaried and hourly employees shall have their wage adjusted by the difference between the starting salaries of their current position and that of the new position.

Article 4 – Salaries, Wages (Continued)

Section E: Out-of-Title Pay

Any employee who, at the request of his department head and with the consent of the Legislature, performs the duties of an existing higher grade or classification for a period of more than 25 calendar days, shall be paid at the rate applicable to such higher grade or classification for the entire time worked in such higher classification.

Section F: Compensatory Time

Salaried employees required to work overtime shall be entitled to compensatory time off the normal work week, within 120 days of the date the time was accumulated. An employee who is unable to use accumulated comp time within the 120 working day period shall have the time converted to cash payment and department heads can direct employees to use comp time with two working days' notice. Such requirement shall not be for a unit of less than 1/2 day or the actual time accrued, if such time is less than 1/2 day. Compensatory time will be credited as follows:

1. Employees working less than a forty (40) hour work week will accrue compensatory time at their regular hourly rate of pay until they have worked over forty (40) hours. After forty-(40) hours an employee will accrue compensatory time at one and one-half times their hourly rate of pay. If an employee is required to work on a Sunday or Holiday as set forth in Article 5, Section F (1) and (2), the employee will accrue compensatory time at one and one-half times their hourly rate of pay.

Exceptions to this section shall be Highway Department employees as set forth in Article 4, Section H (2) and Health Department employees as set forth in Article 3, Section e (4) who have elected to flex their work week would not be eligible for time and one-half on Sundays.

2. All comp time worked on Saturdays, Sundays and holidays shall have the prior written approval of the department head or his designee.
3. The department head may require notice of one working day prior to the granting of compensatory time.

Section G: Compensation Time for Travel Time

Any employee directed by the appropriate Department Head to report to a work location which is different than the employee's regular place of assignment, for the expressed purpose of attendance at training/meetings/conferences required by the Department Head, shall receive compensatory time for travel outside of normal work hours to and from that training location in accordance with the mutually agreed upon schedule of Travel Time.

It is agreed that the employee will be granted compensatory time in accordance with this Travel Time schedule at the appropriate rate of pay for the individual employee. This schedule is set forth in Attachment (B).

Article 4 – Salaries, Wages (Continued)

At the discretion of the Department Head, an employee may be directed to flex their work day to accommodate the training/meetings/conference, but may be directed to report to their regular work location for the remaining balance of the normal work day with compensation.

Section H: Overtime

1. Hourly employees of the Highway Department called back to duty after the end of the working day or on a Saturday, shall be paid for a minimum of four hours for each extra day.
2. Hourly employees of the Highway Department who work on Holidays set forth in Article 5, Section F (1) and (2), shall be paid double time. Hourly employees of the Highway Department who work overtime on Sundays shall be paid double time.
3. Hourly employees required to work overtime shall be paid one and one-half times their hourly rate for all authorized time worked over forty hours per week.
4. Hourly employees of the Highway Department shall receive a night shift differential of 50 cents per hour. A minimum of two weeks of continuous service is necessary to qualify for this differential, which shall be non-retroactive.
5. Hourly employees of the Building and Grounds Department called back to duty after the end of the working day or on Saturday or Sunday, shall be paid for a minimum of two (2) hours for each extra day.
6. In the event of an emergency, if a Dispatcher is called into work on a day other than his normal work day or at a time other than his normal work shift for that day, the Dispatcher shall be paid a minimum of four (4) hours straight time. Under no circumstances shall any scheduled work assignment, shift or other duty constitute an emergency.
7. Those Dispatchers required to work a shift other than the day shift shall be entitled to an hourly shift differential compensation as follows:

<u>For the Years</u>	<u>A Line</u>	<u>C Line</u>
2005-2007	65 cents	55 cents

Dispatchers are only eligible for this differential for hours actually worked, not for hours covered by leave time (Vacation, personal, etc.).

8. Those Dispatchers, who are not otherwise scheduled to work, who are called to work a full shift on a designated holiday as set forth in Article 5, Section F, shall be paid double time.

Article 4 – Salaries, Wages (Continued)

9. Computation of overtime (more than forty (40) hours) for hourly employees required to work overtime, shall include all authorized paid time off which occurs during the same work week in excess of forty (40) hours in a work week.

Section I: On-Call Pay

Employees designated by the County to perform on-call duties, shall be compensated in the following manner:

1. All on-call employees shall receive a benefit of \$20.00 per day for a week-day, \$32.00 per day for Saturday and Sundays, and \$42.00 for holidays designated in Article 5 (f), except that floating holidays shall be paid as a week-day.
2. All DSS and Mental Health employees who actually render non-field work services while on-call shall receive an additional compensation for all services rendered equal to one hour straight-time at the employees rate of pay per incident or client case.
3. All DSS employees who perform actual field work while on-call shall be compensated at their hourly rate of pay for their actual time in the field plus one (1) additional hour for paperwork to be completed.
4. All Public Health employees shall be compensated at their straight time rate of pay for the time rendered while providing services on-call.
5. Effective October 1, 1996, all duties currently performed in connection with the HEAP or Fuels Emergency Program shall thereafter be handled by the on-call DSS employee.
6. All on-call employees required to work on the actual day of December 25, when the official Christmas Holiday is celebrated on the previous Friday or following Monday, shall be paid the Holiday rate of pay.

Section J: Jury Duty

Any employee called for Jury Duty will receive his regular salary minus any jury pay, and not be required to use vacation or personal leave.

Section K: Suggestion Program

A program of suggestion that will provide for cash incentive or an alternate incentive plan was adopted May 1991, see County Policy 19.

ARTICLE 5 : Vacation, Sick Leave, Leave of Absence, Holidays

Section A: Vacation

All County employees shall be entitled to annual vacation with pay based on their years of service from anniversary date as follows:

1. For service of more than six months, but less than one year, the employee will be entitled to five days vacation and an additional five days vacation after one year. (Limit ten days after one year of employment).
2. For service of more than six years, but less than thirteen years, the employee will be entitled to fifteen days vacation.
3. For service of more than thirteen years, the employee will be entitled to twenty days vacation.

Vacation time may be used in one (1) hour increments; half-day absences for employees working a 35-hour workweek shall be deducted at 3.5 hours.

The term "**week**" as applied to a vacation period shall mean a calendar week of seven days, Sunday through Saturday; but in no two-week period shall there be vacation for more than ten working days, nor in the three-week period more than fifteen working days, and in the four-week period, not more than twenty working days vacation.

4. One month's notice of a vacation period desired shall be given by each employee to the department head, and all vacations shall be taken at a time fixed by the department head under whom such employee works. A request for vacation of five days or more shall receive a decision on its approval or disapproval within 10 working days.
5. Twenty days of the vacation to which an employee may be entitled in a given year may be carried over by him to the subsequent year. Except for such privilege, no additional vacation shall be carried over from one year to another unless the pressure of work in a particular department makes it impossible for the department head to grant a full vacation during such year, in which case the vacation period for such year or any unused portion thereof may be added to the vacation to which the employee is entitled during the following year.
6. An employee who resigns or retires will be paid for unused vacation due him. In addition, the employee shall be paid, in accordance with the current practice, a pro-rated share of the vacation time earned toward his/her next anniversary.
7. The estate or beneficiary of an employee who dies will be paid for the employee's unused vacation. In the event that a CSEA employee resigns or retires from County service and is rehired within six months to a position covered by this collective bargaining agreement, s/he shall have his/her annual vacation

Article 5 – Vac., Sick Lv., Lv. of Absence, Holidays (Continued)

accrual based upon their years of prior service. However, consideration must be given to the fact that payment for a pro-rated portion of their next anniversary's accrual may have been paid upon separation, and their accrual on their next anniversary shall be adjusted accordingly.

In addition, the employee's anniversary date shall be based upon the date of rehire, with adjustment for time actually served with the County in a position covered by the CSEA collective bargaining agreement prior to his/her most recent separation, as with increments (See Article 4 Section B.2).

Example:

Employee's anniversary = March 1, 1995

Employee resigns June 1, 1999, and receives payment for any unused portion of 1999 accrual, and no pro-rated portion of the March 2000 accrual.

Employee returns September 1, 1999. New anniversary date = June 1, 1995. Receives no vacation upon hire (since compensation was issued upon separation). Receives ten (10) days on his/her June 2000

anniversary since no pro-rated payment was made under this example. June 1, 2001, employee accrues 15 days vacation.

Employee resigns September 1, 1999 and receives payment for any unused portion of 1999 accrual, and five (5) day's pro-rated portion of the March 2000 accrual.

Employee returns December 1, 1999. New anniversary date = June 1, 1995. Receives no vacation upon hire (since compensation was issued upon separation). Receives ½ of ten (10) days (or five (5) days) on his/her June 2000 anniversary. June 1, 2001, employee accrues 15 days vacation.

8. The estate or beneficiary of a Dispatch or Sheriff's Civilian employee shall be paid for the employee's unused vacation, floating holiday and compensatory time on the books.

Section B: Sick Leave

Absence from duty by a County employee by reason of sickness or disability of himself not covered by the Workers' Compensation Law, shall be allowed as provided in this section and not otherwise. Absence from duty for such reasons, if duly granted by the department head, shall be considered and known as "**sick leave**". The department head shall grant sick leave in quarter-hour increments upon request.

1. An employee shall be granted sick leave with pay for one working day for each month in which no unpaid leave of absence in excess of five working days, or nonauthorized leave is taken. An employee commencing work after the

Article 5 – Vac., Sick Lv., Lv. of Absence, Holidays (Continued)

fifteenth day of any month shall not be granted sick leave for that month. A maximum of 216 sick days may be accumulated.

2. It shall be the duty of the employee to notify his department head of his illness within one hour of the beginning of his first day's absence.
3. An employee isolated or quarantined by a physician or health officer's order because of exposure to a communicable disease shall be considered absent because of sickness and may be granted sick leave with pay during such isolation or quarantine to the extent of his accumulated and unused sick leave.
4. Upon satisfactory proof that an employee became ill while on vacation, the day or days of such illness may be charged against the employee's sick leave rather than against his vacation time.
5. The department head may require a physician's certificate for any sick leave of more than one working day and may require an examination by a physician of his choice, or other evidence that the illness is bonafide.
- 5a. When the employer requires a medical statement as a requirement for continued employment, the employer shall so direct the employee in writing. The employer shall pay any cost of said exam not covered by the employee's or any other health insurance. The employee agrees to fully cooperate with the employer in filing any insurance claims in connection with said exam.
6. Where an employee, because of illness or disability, is required to remain away from his employment beyond his sick leave allowance, the department head, in his judgment, may petition the Legislature that additional sick leave with pay be advanced chargeable against future accumulation of sick leave. If, after the lapse of 30 days, the department head shall have failed to so petition the Legislature, any interested party may so petition.
7. Sick leave may be allowed for illness in the immediate family, including steprelations, without restrictions up to the existing personal entitlements.
8. Effective December 1, 2005, E-911 Dispatchers, Chief E-911 Dispatchers, and E-911 Dispatcher Trainees shall be eligible for Sick Leave Bonuses based on the amount of sick days used each calendar year as set forth in the schedule below:

Number of sick days taken:	Bonus Amount:
0	\$400
1	\$300
2	\$200
3	\$100

The time period for the sick days taken shall be calculated from December 1 of the preceding year, to November 30 of the bonus year. An employee must be employed for the entire twelve (12) month period upon which the bonus is based

Article 5 – Vac., Sick Lv., Lv. of Absence, Holidays (Continued)

in order to be considered for a bonus. Payment shall be included in the first payroll form submitted to the Treasurer following December 1.”

Note: For implementation of this new bonus benefit, the “bonus year” shall start on 12/01/05 and end on 11/30/06, with the sick leave bonus to be paid in the first payroll following December 1, 2006.

Section C: Bereavement Leave

1. On the death of a child, husband, wife, sister, brother, father, mother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, grandchild or step-relations, any County employee shall be entitled to three working days with pay.
2. Leaves for family deaths not covered by sub-section 1 above may be granted and deducted from accumulated sick leave, subject to all other provisions for the granting and use of sick leave.

Section D: Personal Leave

1. Each employee shall be entitled to three days personal leave each year, not accumulative, for such purposes as he or she may deem proper, but on such dates as the department head may approve. Personal leave may be taken in quarter hour increments. Employees with ten years of service shall receive a fourth personal day, on the employee’s 10th anniversary date, and four (4) personal days per year thereafter.
2. Dispatch and Sheriff’s Civilian employees hired on or before April 30, 1998 shall receive four (4) personal days per calendar year.
3. Effective April 22, 2005, employees shall be credited with Personal time for their first calendar year of employment according to the following chart, regardless of whether a new or re-hire:

<u>Date of Hire</u>	<u>Personal Days</u>
January 1 through April 30	3
May 1 through August 31	2
September 1 through November 30	1
December 1 or after	0

4. Upon separation from County employment, personal days shall not be compensated for.

Section E: Leave of Absence

1. An employee’s anniversary date (used to determine increments and vacation) shall be adjusted on a day for day basis for any unpaid absence which has not been previously scheduled and/or previously approved. No adjustment of the

Article 5 – Vac., Sick Lv., Lv. of Absence, Holidays (Continued)

anniversary date shall occur if an unpaid medical leave is pre-approved and does not exceed one cumulative year (260 working days) in duration. Once pre-approved medical leave(s) exceeds one cumulative year, the anniversary date shall be adjusted on a day for day basis for all days in excess of 260 working days. An unpaid leave of absence for non-Family/Medical Leave reasons which is approved in advance shall result in the adjustment of the employee's anniversary date as of day one.

2. An employee, who has taken a leave of absence, whether for medical or for any other reason shall share in the cost of their medical insurance as follows:

a) If an employee is on Family Medical Leave, or Disability under Article 6, §E (5), the employee shall contribute the amount required under Article 6, §B (1), for the first twelve (12) weeks of Family Medical Leave or the first twenty-six (26) weeks of Disability. After said initial time period's, the employee shall pay the full cost of the monthly premium for the health insurance option the employee is covered by (individual or family).

b) If an employee is on leave for any other reason, the employee shall pay the full cost of the monthly premium for the health insurance option the employee is covered by (individual or family).

c) If an employee has elected the Family Medical Leave because of their own illness or the illness of a qualifying family member, or is deemed eligible for Short-term Disability due to their own illness, the employee shall apply all but 7 total days of their existing sick, personal, floating holiday, comp and vacation time to said Leave. The employee may request use of the final 7 days of leave time.

Any illness or sick time taken by an employee consisting of at least seven (7) consecutive working days shall constitute leave under the Family

Medical Leave Act, and shall be counted as part of the twelve (12) week allowance.

d) If an employee is suspended for a period of not more than thirty (30) days pursuant to the Civil Service Law, the employee shall continue to contribute the amount required under Article 6, §B (1).

3. The conduct of personal commercial business on County time or on County premises is forbidden.

4. Military leave shall be granted as provided by Section 242 and 243 of the Military Law. An employee shall be paid for any and all periods of absence while engaged in the performance of ordered military duty, and while going to and returning from such duty, not exceeding a total of thirty days in any one calendar

Article 5 – Vac., Sick Lv., Lv. of Absence, Holidays (Continued)

year and not exceeding thirty days in any one continuous period of such absence.

If an employee is called to active military service and the employee wishes to continue the health insurance provided herein as an addition to or in lieu of the military coverage, the employee shall pay the full cost of the monthly premium for the health insurance option the employee is covered by (individual or family).

5. The employee shall have the option of unpaid maternity leave of absence of not more than one year, then return to the regular job without any decrease in pay. A 60-day advance written notice is required to the department head to request such leave.
6. Emergency Closing Procedures: When County offices are closed prior to the start of an employee's normal work shift, the employee shall be paid as if he or she actually worked the entire shift. Employees on authorized leave during a County shutdown shall not have their absence charged against their accruals of benefit time. Employees directed to work during the period of a closing shall be reimbursed with additional compensation time on an hour by hour basis for all time worked while County offices were closed. Employees required to extend their on-call services shall be paid for a second shift at the normal on-call rate. All additional pay for on-call services shall be as per Article 4. Section H of this agreement.

Section F: Holidays

1. The following public holidays as defined in Section 24 of the General Construction Law, and the Day after Thanksgiving shall be granted to employees. If a holiday falls on Saturday, the preceding Friday will be granted; if a holiday falls on Sunday, the following Monday will be granted. An additional day's vacation shall be granted to each employee for each holiday falling within a vacation period.

Holidays shall be as follows:

*New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas*

2. In addition to the holidays set forth in Section 1 above, each employee shall be entitled to two (2) floating holidays per calendar year.

Article 5 – Vac., Sick Lv., Lv. of Absence, Holidays (Continued)

Effective April 22, 2005, and for their first calendar year of employment, employees shall be credited with floating holidays in accordance with the following chart, based upon date of hire:

<u>Date of Hire:</u>	<u>Floating Holidays:</u>
January 1 – May 15	2 days
May 16 – September 30	1 day
October 1 or after	0

Use of floating Holidays is contingent upon supervisory approval. All floating holidays must be used within the same calendar year, and may not be accumulated or carried over. All floating holidays may be used in one-hour increments; half-day absences for employees working a 35-hour work week shall be deducted at 3.5 hours.

3. Upon separation from County employment, unused floating holidays shall be compensated for at the employee's normal rate.
4. In order to qualify for payment of the holidays included in this section an employee must be on the payroll the workday immediately preceding **and** immediately following the holiday.

ARTICLE 6: Retirement, Health Insurance and Protection

Section A: Retirement System

The County shall continue to participate in the so-called 1/60th Non-Contributory Retirement Plan as provided by Section 75-i of the Retirement and Social Security Law, retroactive to 1938, for Tier 1 and Tier 2 members. Tier 3 employees (those employees hired between July 27, 1976 and before September 1, 1983) are covered under Article 14 and/or 15, and Tier 4 employees (those hired on or after September 1, 1983) are covered under Article 15 of the New York State Employees' Retirement System. Both of these plans are contributory.

1. Upon retirement, an employee's accumulated unused sick leave may be counted as additional service credit, as per Sec. 41J of the New York State Retirement System.

Section B: Health Insurance

1. **For employees hired prior to May 1, 2005**, the County shall continue to pay the entire cost of participation in the Excellus Blue Cross/Blue Shield Region-wide Indemnity Plan, except:

Article 6 – Retirement, Health Insurance & Protection (Cont'd)

- a. Effective May 1, 2005, each employee subscribing to an **Individual** Indemnity Plan shall pay the following amounts per pay period toward the cost of health insurance:

<u>Year</u>	<u>Amount Per Pay Period</u>
2005	\$20.00
2006	22.00
2007	24.00

- b. Effective May 1, 2005, each employee subscribing to a **Family** Indemnity Plan shall pay the following amounts per pay period towards the cost of health insurance:

<u>Year</u>	<u>Amount Per Pay Period</u>
2005	\$40.00
2006	44.00
2007	48.00

- c. Effective May 1, 2005, employees enrolled in the Indemnity Plans will have annual deductibles of \$100 for Individual or \$300 for Family.

Effective January 1, 2007, employees enrolled in the Indemnity Plans will have annual deductibles of \$150 for Individual or \$450 for Family.

- d. **Employees hired on or after May 1, 2005** shall only be permitted to enroll in the Excellus Blue Cross/Blue Shield PPO Option H-Split plan with \$15 co-pay for most services unless announced otherwise within the PPO Plan description (see attached).

Employee contributions per pay period shall be as follows:

<u>Year</u>	<u>Individual</u>	<u>Family</u>
2005 – 2007	\$7.50	\$15.00

Employees hired prior to May 1, 2005 shall have the option to enroll in the PPO Option H-Split plan with \$15 co-pay pay for most services unless announced otherwise within the PPO Plan description (see attached). The per pay period employee contributions shall be as indicated above.

Those employees who choose to enroll in the PPO plan prior to June 1, 2005 shall be eligible to have the portion of the 2005 deductible under the Indemnity Plan up to \$50 for a Individual plan, or up to \$150 for a Family plan, reimbursed which they have paid out of pocket as of June 1, 2005.

((Example: As of 1/1/05 a CSEA Employee is enrolled in a Single Indemnity plan and as of 4/30/05 has paid \$35.00 towards his/her required \$50 individual deductible for that plan. This same employee elects to switch to the PPO plan as of 5/1/05, and will receive from the County a

Article 6 – Retirement, Health Insurance & Protection (Cont'd)

\$35.00 reimbursement for out-of-pocket deductible paid while in the Indemnity Plan.))

- e. **Employees hired prior to May 1, 2005** shall have the opportunity to select which Health Plan they wish to participate in the month of November of even years, starting with an open enrollment period in November 2006.

For 2005 only, employees hired prior to May 1, 2005 who wish to select the PPO Option H-Split plan between June 2, 2005 until October 31, 2005 may do so but will not be eligible for the Indemnity plan deductible reimbursement. After October 31, 2005 employees' may switch from the Indemnity plan to the PPO Option H-Split plan in any November open-enrollment period.

- f. The County agrees to maintain the above described Excellus Blue Cross/ Blue Shield insurance until such time that an alternative plan or provider is mutually agreed upon by Tioga County and CSEA.

- g. Effective May 1, 2005, there shall be no dental coverage provided.

- 2. Each employee shall pay three (\$3.00) dollars for generic and six (\$6.00) dollars for brand name per prescription as the "co-pay" portion of the prescription drug rider effective October 1, 1993, through April 30, 2005.

As outlined and defined by the "3-Tier Medication Guide of Commonly Prescribed Drugs" available on the website of Excellus Blue Cross/ Blue Shield, effective May 1, 2005, each employee shall pay a co-pay of \$5 for Tier 1 drugs, \$15 for Tier 2 drugs, and \$30 for Tier 3 drugs.

This prescription co-pay schedule shall be in effect for both the Indemnity Plan and the PPO plan.

Except for first-time prescriptions of maintenance drugs, and diabetic medications, all Maintenance Prescriptions for ninety- (90) day supply shall continue to be charged only one co-pay depending on the assigned Tier. First-time prescriptions of maintenance drugs shall be limited to an initial thirty-(30) day supply

Section C: Retiree Prescription Cards

Effective January 1, 1988, the County paid the entire cost of a prescription drug rider to the current health insurance plan for future retirees who were covered under this contract.

Article 6 – Retirement, Health Insurance & Protection (Cont'd)

Section D: Section 125K Program

1. Effective January 1, 1996, all employee health contributions shall be processed through IRS 125K Plan on a mandatory basis. Employees will have the option of withdrawing from participation in the IRS 125K Plan provided such withdrawal is in writing.
2. Effective January 1, 2000, or as soon thereafter as the plan can be implemented, employees shall have the option of participating in an expanded IRS 125K Plan for qualifying out-of-pocket medical and dependent care expenses. The premiums shall be paid by the County.

Section E: Injured on Duty Pay

Employees who have been employed for twenty-four (24) continuous months by Tioga County shall be entitled to Injured While on Official Business Pay for a period of six (6) months from the date of injury, except that this provision shall not entitle an employee to Injured on Official Business Pay for injuries incurred during transit to and from his/her usual place of employment at the commencement or end of a tour of duty. No adjustment to an employee's anniversary date shall occur while receiving pay under this provision. If an employee remains out of work beyond six months from the date of injury, his/her anniversary date shall thereafter begin to be adjusted on a day for day basis.

1. The Workers' Compensation Board of the State of New York shall be the body which shall determine the issue of whether or not the employee was injured while on official business.
2. For the purposes of this Agreement, Injured While on Official Business Pay is defined as compensation payable to the employee during disability resulting from an injury received by the employee during the regular course of his employment, which shall be paid at the same rate as the employee's usual salary or wage.
3. In the event that the Workers' Compensation Board shall make a finding that an employee had been injured while on official business, the County shall be entitled to reimbursement from the Workers' Compensation Board of weekly benefits due the employee during any time period during which the employee has been paid Inured While on Official Business Pay.
4. The County may change carriers for Short-term Disability Coverage, so long as the coverage continues to provide a maximum benefit level of 60%, up to a maximum of \$170 per week. Eligibility is determined by the carrier. CSEA shall be notified of any change in carrier.
5. An Employee Assistance Program was explored by Management and the Union and guidelines were adopted by Resolution #210-92 and #105-93. In the event

Article 6 – Retirement, Health Insurance & Protection (Cont'd)

this program is further modified, this agreement shall be amended to reflect said modifications.

6. The Nationwide Retirement Solutions *Deferred Compensation Plan*, a voluntary / optional payroll deduction investment plan, is available to members of the bargaining unit. Minimum contribution is \$10.00 per pay period, administered through the Treasurer's Office.

Section F: Life Insurance

The County shall provide for each Dispatch and Sheriff's Civilian employee, covered by this agreement, a life insurance policy having a face value of five thousand (\$5,000) dollars payable on the death of the said employee, such insurance to terminate upon the termination of employment with the County. The County shall pay the entire premium for such life insurance.

Section G: Dispatch/Injured on Duty Pay

Dispatch employees covered by this agreement shall be entitled to Injured on Duty Pay for a period not to exceed six (6) months from the date of the injury, except that this provision shall not entitle an employee to Injured on Duty Pay for injuries incurred during transit to and from his/her usual place of employment at the commencement or end of his tour of duty, or to injuries incurred outside of the scope of his employment duties. However, injuries incurred during transit to the place of assignment when an employee is specifically called out in case of emergency or civil disorder shall be deemed to be incurred while on duty and shall qualify for Injured on Duty Pay. The Worker's Compensation Board of the State of New York shall be the body, which shall determine the issue of whether or not the employee was injured while on duty and payment under this provision will be made retroactively upon determination.

For the purpose of this agreement, Injured on Duty Pay is defined as compensation payable to the employee during the regular course of his/her employment, which shall be paid at the same rate as the employee's usual salary. In the event that the Worker's Compensation Board shall make a finding that an employee had been injured on duty, the County shall be entitled to reimbursement from the self-insurance plan for weekly benefits due the employee during any time period during which the employee has been or is being paid Injured on Duty Pay.

ARTICLE 7: Mileage, Transportation and Clothing Allowance

Section A: Mileage Rate

Effective upon ratification by the Association and Legislature review and, if approved by the Legislature, the implementation of funds, the mileage reimbursement is 28 cents per mile. Effective January 1, 1999, the mileage reimbursement shall be 30 cents per mile.

ARTICLE 7 - Mileage, Transportation and Clothing Allowance (cont'd)

Section B: Transporting Clients

Effective January 1, 1982, County employees may refuse to transport clients unless a County car is provided. County cars may be used for home visits or related County business, when available.

Section C: Clothing Allowance/Uniform Maintenance

1. Effective January 1, 1999, the County shall pay Three Hundred Twenty-Five Dollars (\$325.00) in clothing allowance to all Public Works employees. Employees shall provide the employer with receipts for all items purchased prior to payment by the County. Employees shall be required to purchase as part of said allowance and at all times wear, safety shoes.
2. The County agrees to provide uniform maintenance service for uniformed dispatchers, on a contractual basis, and provide for "blocking" and cleaning of uniform Stetsons. The insignia shall reflect the employee is a Dispatcher.
3. Uniformed Dispatch employees covered by this agreement shall be supplied with all equipment necessary to properly perform the duties of their position. Said equipment shall be supplied at the expense of the County and shall be properly maintained and serviced by the County so as to remain in safe working order.
4. The County will reimburse uniformed Dispatch employees for personally owned equipment required by the Sheriff as part of the uniform and not provided for by the County which is damaged or destroyed in the line of duty other than normal wear and tear. Claims for such reimbursement shall be filed in writing to the Dispatcher's shift supervisor at the end of the Dispatcher's shift. Reimbursement shall be made by the County within thirty (30) days of the incident resulting in damage or destruction of the personal property.
5. The County agrees to purchase and provide materials, films and/or slides to be used as training guides and devices for uniformed Dispatch employees covered by this agreement in order to upgrade and improve the quality of work and job performance. Insofar as the money for the purchase of such items is included in the Annual County budget, the Sheriff shall recommend and authorize such purchases.

Section D: First-Aid Kits

A first-aid kit shall be provided in each County department where more than two employees work in the same office.

ARTICLE 8: Job-Oriented Training

Section A

Upon successful completion of a course of training related to an employee's duties, he shall be entitled to reimbursement of one-half of the cost of tuition, therefore, provided that the attendance at such course shall have had the prior approval of both the department head and the Personnel Officer.

1. This reimbursement shall be limited to eight (8) credit hours per calendar year.

ARTICLE 9 : Grievances

Section A: Definitions

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

1. **"Grievance"** is defined as an employee's dissatisfaction with the application or implementation of the provisions of this Agreement or of any applicable law, rule, regulation or policy of the County, governing the terms and conditions of employment.
2. **"Department"** shall mean any office, department, board, commission or other agency of the County of Tioga.
3. **"Immediate Supervisor"** shall mean the employee or officer on the next higher level of authority above the employee in the department wherein the grievance exists and who normally assigns and supervises the employee's work and approves his time record or evaluates his work performance.
4. **"Department head"** shall mean that person so designated pursuant to law, charter, rule or resolution of the County Legislature as the head of a department.
5. **"Days"** shall mean all days other than Saturdays, 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 resolution.

Section B: Declaration of Basic Principle

Every employee of this County shall have the right to present a grievance in accordance with the procedures herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented by a person of his own choosing at all stages of the grievance procedure.

Section C: Process

Article 9 – Grievances (Continued)

Stage One

An employee who claims to have a grievance shall discuss the grievance with his/her supervisor within five (5) working days of the occurrence.

In those cases where the immediate supervisor and the Department Head are the same person, the employee shall submit all grievance matters directly at Stage Two in writing.

Stage Two

If the aggrieved party is not satisfied with the verbal answer, the grievance shall be reduced to writing and submitted to the employee's Department Head or designee within five (5) working days of the verbal answer. The Department Head or designee

shall render his decision, in writing, to the grievant within three (3) working days of receipt thereof.

Stage Three

If the aggrieved party is not satisfied with the Department Head's written answer, the grievance shall be forwarded to the Director of Personnel/Labor Relations within five (5) working days of receipt of the Stage Two answer.

A meeting between two (2) representatives of the CSEA, and two (2) representatives of the County will be arranged to meet and discuss the grievance(s) appearing on the agenda, within five (5) working days from the date the agenda is received by the County. The Director of Personnel/Labor Relations shall issue a written answer to the grievant within five (5) working days from the date of the meeting. Copies of the written answer are to be sent to the CSEA Unit President.

Section D: Arbitration

If the grievance is not resolved at Stage Three, CSEA, within ten (10) working days after receipt of the Stage Three answer, may request arbitration by submitting a demand with the County. Such demand shall simultaneously be filed with the Public Employee Relations Board (PERB) or American Arbitration Association (AAA). An arbitrator shall be selected in accordance with PERB or AAA procedures. The decision of the arbitrator shall be final and binding on all parties. All expenses related to arbitration shall be shared equally between the County and C.S.E.A., Inc.

No arbitrator functioning under this step shall have any power to amend, modify or delete any provisions of this Agreement or to circumvent the intent thereof.

ARTICLE 10 : Other Rights and Benefits

Section A: Past Rights/Benefits

Any *rights or benefits* which the former Board of Supervisors or the present County Legislature has heretofore authorized or County employees shall continue in effect whether or not herein specifically mentioned.

Section B: Exit Interviews

Prior to an employee's last day of employment with Tioga County, they are entitled to an *exit interview*. Notification of this right shall be on a form agreed to between the County and the C.S.E.A.

Section C: CDL Drug and Alcohol Testing

The "Tioga County Commercial Driver License Drug and Alcohol Testing Policy" shall apply to all applicable County employees.

Section D: Adjustment of Salary Schedules

Salary schedules shall be increased by three (3%) percent a year for each year of the term of this agreement. Said increases are already reflected in the attached schedules.

Section E: Indemnity of Dispatchers

The County shall save harmless and indemnify a dispatch employee from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act by such employee, providing that the employee, at the time damages were sustained, was acting in the discharge of his/her duties, and within the general scope of his/her employment and that such damages did not result from willful and/or wrongful acts or gross negligence of such employee. Such employee must, however, within

five (5) calendar days from the date s/he is served with any summons, process, notice, demand or pleading, deliver such documents or certified copies, thereof, to the Sheriff. It is understood that upon receipt of such documents by the Sheriff, all matters pertaining to the representation of such employee shall be assumed by the County Attorney or his authorized representative.

Section F: Psychological Counseling (Dispatch)

Any Dispatch employee who as a result of his/her dispatching duties is involved in a death-related incident, or a traumatic incident that has been determined by the Sheriff to have caused a serious level of stress to that employee, shall be mandated to have psychological counseling. That portion of the counseling fee that is not covered by the employee's insurance shall be paid in full by the County. The choice of a qualified individual who shall conduct the psychological counseling shall be mutually agreed upon by both the employer and the employee. This counseling is for the benefit of the employee, and not for the purpose of dismissal, unless for disability reasons.

Article 10 – Other Rights and Benefits (Continued)

Section G: Discipline (Dispatch)

This discipline procedures set forth in Sections 75 and 76 of the Civil Service Law shall apply to Dispatch and Sheriff's Civilian employees. Neither Dispatch nor Sheriff's Civilian employees shall be required as part of their employment requirements to take a polygraph test, stress test or other lie detector test, and the refusal to take such a test shall not be grounds for disciplinary action.

No dispatch or Sheriff's Civilian employee shall refuse to submit to drug or alcohol testing while on duty when requested to do so. The Sheriff, or his designee, shall be solely responsible for obtaining the necessary samples, safeguarding them and forwarding them to the appropriate agency for analysis.

Section H: Posting and Shift Bidding/Dispatch Personnel

Every ninety (90) calendar days, commencing in January of each calendar year, all permanent Dispatchers shall be permitted to submit a written bid indicating their preference of the shift patterns posted by the Chief Dispatcher. The ninety (90) day periods shall be: January – March, April – June, July – September, October – December. The posting and bidding process shall commence no later than twelve (12) calendar days prior to the beginning of the next bidding period.

The Chief Dispatcher shall post a written announcement of the shift patterns (A, B, C), in a central location in the Dispatch work area, and provide each Dispatcher with a copy of this notice in their individual mail boxes on-site. The posting shall be dated the first day if it is posted, and shall announce that there is a deadline of 3:00 PM on the fifth (5th) calendar day from the date of the posting in which Dispatchers can submit their bids.

Each employee must indicate on their bid slip a first, second and third choice preference selecting from the posted shift patterns. Selection of employees for shift assignments under this article shall be on the basis of Seniority within title and department. In the event that there are more than one bid slip received for any one shift pattern, seniority shall determine the successful bidder.

It shall be the responsibility of the Chief Dispatcher to mail to the residence of each Dispatcher on a leave of absence due to illness/injury/FMLA, a copy of the posting and bidding information and provide the employee notice of their right to bid for any shift pattern posted. This mailing shall be done simultaneously with the posting of the shift patterns in the work location.

Upon completion of the bidding process, or by 3:00 PM on the eighth (8th) day after the posting notice was originally circulated, the Chief Dispatcher shall post in the work location the results of the shift bidding for general information purposes of all Dispatchers.

EXAMPLE: Bid Period
 January – March 2001

Article 10 – Other Rights and Benefits (Continued)

Original date of posting
December 19, 2000

Deadline to file
December 23, 2000

Date announcing shift assignments
December 26, 2000

Effective date of new shift assignments
January 1, 2001

Section I: Posting and Bidding of Non-Competitive Vacancies

Prior to the filling of any vacant permanent, full-time non-competitive position represented by the CSEA, the County shall post a notice announcing the availability of the position. The notice shall be posted in the Personnel Office. Additional copies of the notice shall be provided to all Department Heads for posting and the CSEA Unit President. Job postings shall be posted at the Personnel Office for seven (7) calendar days. The notice shall contain the job title, salary range, hours of work, assigned work location, minimum qualifications for the position, posting date, and the filling deadline date.

Interested County employees must submit a completed job application to the County Personnel Office within seven (7) calendar days from the date of posting. Completed job applications shall be date stamped by the Personnel Office, which stamp shall constitute the date of receipt.

All approved job applications for the position shall be provided to the hiring Department Head. Seniority shall be one factor, amongst all other factors, to be considered during the review of the applications by the Department Head. The Department Head shall select which applicants shall be contacted for an interview, and thereafter fill the position. For those County employees who are interviewed but not offered the position, the Department Head (or their designee) at the request of the employee shall discuss the reason(s) for non-selection with the employee.

ARTICLE 11 : Duration

This Agreement shall be effective for a period of three (3) years, commencing January 1, 2005 and ending December 31, 2007.

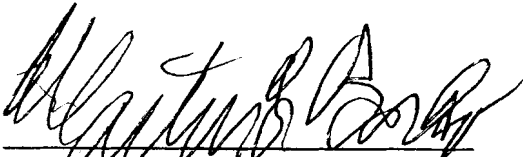
ARTICLE 12 : Legislative Approval


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 COUNTY LEGISLATURE HAS GIVEN ITS APPROVAL.

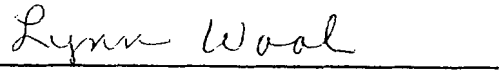
In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective authorized representatives.

COUNTY OF TIOGA

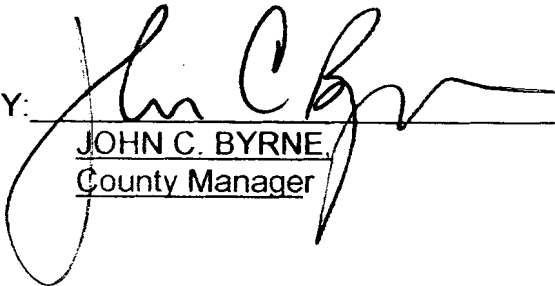
BY: 
MARTIN L. BORKE,
Chair, Tioga County Legislature

BY: 
GARY HOWARD,
Tioga County Sheriff

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

BY: 
LYNN WOOL,
President, Tioga County Unit 8850
CSEA, Inc., Local 1000,
AFSCME, AFL-CIO

Attest:

BY: 
JOHN C. BYRNE,
County Manager

BY: 
SHAWN LUCAS,
CSEA Labor Relations Specialist

**APPROVED
AS TO FORM BY
TIOGA COUNTY ATTORNEY**

ATTACHMENT A

TIOGA COUNTY SALARY SCHEDULE

Effective January 2005
ANNUAL STARTING SALARIES

	<u>MINIMUM</u>	<u>MAXIMUM</u>
1. SALARY GRADE I	\$16140	\$16740
2. SALARY GRADE II	\$17102	\$17702
<u>Clerk</u>		
<u>Composer Operator</u>		
3. SALARY GRADE III	\$17881	\$18481
<u>Account Clerk</u>		
<u>Data Entry Machine Operator Trainee</u>		
<u>Mail Clerk</u>		
<u>Motor Vehicle License Clerk</u>		
<u>Personal Care Aide</u>		
<u>Switchboard Operator</u>		
<u>Typist</u>		
4. SALARY GRADE IV	\$18931	\$19531
<u>Account Clerk Typist</u>		
<u>Community Services Worker</u>		
<u>Data Base Clerk</u>		
<u>Data Entry Machine Operator</u>		
<u>Development and Injury Control Specialist</u>		
<u>Motor Vehicle Examiner</u>		
<u>Motor Vehicle License Clerk Typist</u>		
<u>Project Coordinator</u>		
<u>Records Clerk</u>		
<u>Senior Account Clerk</u>		
<u>Senior Clerk</u>		
<u>Senior Typist</u>		
<u>Stenographer</u>		
5. SALARY GRADE V	\$19978	\$20578
<u>Administrative Secretary</u>		
<u>Civil Law Clerk</u>		
<u>Dental Assistant</u>		
<u>Employment Counselor,D.S.S.</u>		
<u>Engineering Aide</u>		
<u>Environmental Health Aide</u>		
<u>Home Health Aide</u>		
<u>Paralegal Assistant</u>		
<u>Personnel Clerk</u>		

	<u>Planning Aide</u>		
	<u>Real Property Tax Service Assistant</u>		
	<u>Research Aide</u>		
	<u>Senior Account Clerk Typist</u>		
	<u>Senior Data Entry Machine Operator</u>		
	<u>Senior Motor Vehicle License Clerk</u>		
	<u>Senior Stenographer</u>		
	<u>Stenographic Secretary</u>		
	<u>Veteran's Service Officer</u>		
6.	SALARY GRADE VI	\$21558	\$22158
	<u>Computer Operator</u>		
	<u>Data Communications Coordinator</u>		
	<u>E-911 Dispatcher Trainee</u>		
	<u>Employment & Training Assistant</u>		
	<u>Office Manager</u>		
	<u>Payroll Clerk</u>		
	<u>Principal Motor Vehicle License Clerk</u>		
	<u>Probation Assistant</u>		
	<u>Records Management Clerk</u>		
	<u>Social Welfare Examiner</u>		
7.	SALARY GRADE VII	\$24452	\$25052
	<u>Administrative Assistant</u>		
	<u>Community Mental Health Aide</u>		
	<u>E-911 Dispatcher</u>		
	<u>Engineering Technician</u>		
	<u>Executive Secretary</u>		
	<u>Fiscal Manager</u>		
	<u>Licensed Practical Nurse</u>		
	<u>E & T Program Coordinator</u>		
	<u>Managed Care Coordinator</u>		
	<u>Motor Vehicle Bureau Supervisor</u>		
	<u>Payroll Clerk/Typist</u>		
	<u>Personnel Technician</u>		
	<u>Planner</u>		
	<u>Principal Account Clerk</u>		
	<u>Probation Officer Trainee</u>		
	<u>Public Health Technician</u>		
	<u>Real Property Tax Service Technician</u>		
	<u>Resource Assistant</u>		
	<u>Senior Payroll Clerk</u>		
	<u>Social Services Employment Specialist</u>		
	<u>Social Services Investigator</u>		
	<u>Support Investigator</u>		
	<u>Support Investigator Probation Dept.</u>		
	<u>Systems Coordinator</u>		
	<u>Tax Roll Supervisor</u>		

8. SALARY GRADE VIII	\$25879	\$26479
<u>Chief E-911 Dispatcher</u>		
<u>Computer Support Technician</u>		
<u>Dental Hygienist</u>		
<u>Executive Financial Administrator</u>		
<u>Junior Computer Maintenance Technician</u>		
<u>Junior Computer Programmer</u>		
<u>Medical Records Technician</u>		
<u>Mental Health Counselor</u>		
9. SALARY GRADE IX	\$27308	\$27908
<u>Administrative Accounting Supervisor</u>		
<u>Child Support Enforcement Supervisor</u>		
<u>Director of Medical Records</u>		
<u>Employment & Training Counselor</u>		
<u>Infection Control Nurse</u>		
<u>Physical Therapist</u>		
<u>Public Health Sanitarian</u>		
<u>Quality Control Inspector</u>		
<u>Senior Social Services Investigator</u>		
<u>Senior Social Welfare Examiner</u>		
<u>Senior Support Investigator</u>		
10. SALARY GRADE X	\$28545	\$29145
<u>Alcohol & Drug Counselor (CAC)</u>		
<u>Caseworker</u>		
<u>Computer Maintenance Technician</u>		
<u>Dental Health Coordinator</u>		
<u>Early Intervention Service Coordinator</u>		
<u>Early Intervention Service Coordinator/RN</u>		
<u>Home Health Aide Coordinator</u>		
<u>Payroll Supervisor</u>		
<u>Principal Social Welfare Examiner</u>		
<u>Senior Quality Control Inspector</u>		
<u>Senior Public Health Sanitarian</u>		
<u>Social Work Assistant I</u>		
<u>Social Services Employment Supervisor</u>		
<u>Staff Development Coordinator</u>		
<u>Supervising Principal Account Clerk</u>		
11. SALARY GRADE XI	\$29761	\$30361
<u>Accounting Supervisor Grade B</u>		
<u>Administrative Supervisor</u>		
<u>Certified Alcohol & Drug Counselor</u>		
<u>Early Diversion Youth Counselor</u>		
<u>Head Social Welfare Examiner</u>		
<u>Network Specialist</u>		
<u>Nurse Educator</u>		

	<u>Public Health Educator</u>		
	<u>Probation Officer</u>		
	<u>Senior Caseworker</u>		
	<u>Senior Employment & Training Coordinator</u>		
	<u>Senior Employment & Training Counselor</u>		
	<u>Social Work Assistant II</u>		
	<u>Welfare Management Systems Coordinator</u>		
12.	<u>SALARY GRADE XII</u>	<u>\$30967</u>	<u>\$31567</u>
	<u>Case Manager/Service Coordinator</u>		
	<u>Case Manager Supervisor (TASAP)</u>		
	<u>Clinical Services Coordinator</u>		
	<u>Quality Assurance Coordinator</u>		
	<u>Senior Alcohol & Drug Counselor</u>		
	<u>Senior Probation Officer</u>		
13.	<u>SALARY GRADE XIII</u>	<u>\$32534</u>	<u>\$33134</u>
	<u>Assistant Engineer</u>		
	<u>Computer Programmer</u>		
14.	<u>SALARY GRADE XIV</u>	<u>\$34440</u>	<u>\$35040</u>
	<u>Case Supervisor, Grade B</u>		
	<u>Caseworker/RN</u>		
	<u>Registered Professional Nurse</u>		
	<u>TASAP Administrator</u>		
	<u>Working Supervisor – PW</u>		
15.	<u>SALARY GRADE XV</u>	<u>\$37336</u>	<u>\$37936</u>
	<u>Assistant Dir of Patient Services</u>		
	<u>Certified Recreational Therapist</u>		
	<u>Community Health Nurse</u>		
	<u>Community Mental Health Nurse</u>		
	<u>Coordinator of Child Support Enforcement</u>		
	<u>Forensic Coordinator</u>		
	<u>GIS Administrator</u>		
	<u>Probation Supervisor</u>		
	<u>Public Health Nurse</u>		
	<u>Senior Caseworker/RN</u>		
16.	<u>SALARY GRADE XVI</u>	<u>\$38899</u>	<u>\$39499</u>
	<u>Clinical Social Worker</u>		
17.	<u>SALARY GRADE XVII</u>	<u>\$40669</u>	<u>\$41269</u>
	<u>Community Mental Health Planner</u>		
	<u>Coordinator of Quality/Managed Care</u>		
	<u>Director of Children with Special Needs</u>		
	<u>Nurse Practitioner</u>		
	<u>Senior Clinical Social Worker</u>		

	<u>Senior Community Mental Health Nurse</u>		
	<u>Supervising CHN</u>		
	<u>Supervising PHN</u>		
18.	<u>SALARY GRADE XVIII</u>	<u>\$42337</u>	<u>\$42937</u>
	<u>Clinical Supervisor</u>		
	<u>Counseling Supervisor</u>		
	<u>Supervising Clinical Social Worker</u>		
19.	<u>SALARY GRADE XIX</u>	<u>\$50023</u>	<u>\$50623</u>
	<u>Staff Psychologist</u>		
20.	<u>SALARY GRADE XX</u>	<u>\$56900</u>	<u>\$57500</u>
	<u>Supervising Psychologist</u>		

2005 STARTING WAGES & JOB DESCRIPTIONS
DEPARTMENT OF PUBLIC WORKS

<u>GRADE</u>	<u>JOB DESCRIPTION</u>	<u>STARTING WAGE</u>
1.	<u>HEO Site Leader</u>	<u>\$ 15.412 per hour</u>
	<u>Mechanic Working Supervisor</u>	
	<u>Working Supervisor (B&G)</u>	
1A.	<u>Technical Facility Supervisor</u>	<u>\$ 14.062 per hour</u>
2.	<u>Automotive Stock Clerk</u>	<u>\$ 13.570 per hour</u>
	<u>Master Craftsman</u>	
3.	<u>Heavy Equipment Operator III</u>	<u>\$ 12.712 per hour</u>
	<u>Building Maintenance Mechanic III</u>	
4.	<u>Heavy Equipment Operator II</u>	<u>\$ 12.234 per hour</u>
	<u>Automotive Mechanic II</u>	
	<u>Building Maintenance Mechanic II</u>	
5.	<u>Heavy Equipment Operator I</u>	<u>\$ 11.738 per hour</u>
	<u>Automotive Mechanic I</u>	
	<u>Building Maintenance Mechanic I</u>	
	<u>Sign Maintenance Worker</u>	
6.	<u>Motor Equipment Operator III</u>	<u>\$ 11.259 per hour</u>
7.	<u>Motor Equipment Operator II</u>	<u>\$ 10.764 per hour</u>
	<u>Cleaner III</u>	

8.	<u>Motor Equipment Operator I</u>	<u>\$ 10.285 per hour</u>
	<u>Cleaner II</u>	
9.	<u>Laborer</u>	<u>\$ 9.312 per hour</u>
	<u>Cleaner I</u>	

ATTACHMENT A

TIOGA COUNTY SALARY SCHEDULE

Effective January 2006
ANNUAL STARTING SALARIES

	<u>MINIMUM</u>	<u>MAXIMUM</u>
1. SALARY GRADE I	\$16624	\$17224
2. SALARY GRADE II	\$17615	\$18215
<u>Clerk</u>		
<u>Composer Operator</u>		
3. SALARY GRADE III	\$18417	\$19017
<u>Account Clerk</u>		
<u>Data Entry Machine Operator Trainee</u>		
<u>Mail Clerk</u>		
<u>Motor Vehicle License Clerk</u>		
<u>Personal Care Aide</u>		
<u>Switchboard Operator</u>		
<u>Typist</u>		
4. SALARY GRADE IV	\$19499	\$20099
<u>Account Clerk Typist</u>		
<u>Community Services Worker</u>		
<u>Data Base Clerk</u>		
<u>Data Entry Machine Operator</u>		
<u>Development and Injury Control Specialist</u>		
<u>Motor Vehicle Examiner</u>		
<u>Motor Vehicle License Clerk Typist</u>		
<u>Project Coordinator</u>		
<u>Records Clerk</u>		
<u>Senior Account Clerk</u>		
<u>Senior Clerk</u>		
<u>Senior Typist</u>		
<u>Stenographer</u>		
5. SALARY GRADE V	\$20577	\$21177
<u>Administrative Secretary</u>		
<u>Civil Law Clerk</u>		
<u>Dental Assistant</u>		
<u>Employment Counselor, D.S.S.</u>		
<u>Engineering Aide</u>		
<u>Environmental Health Aide</u>		

Home Health Aide
Paralegal Assistant
Personnel Clerk
Planning Aide
Real Property Tax Service Assistant
Research Aide
Senior Account Clerk Typist
Senior Data Entry Machine Operator
Senior Motor Vehicle License Clerk
Senior Stenographer
Stenographic Secretary
Veteran's Service Officer

6. SALARY GRADE VI \$22205 \$22805

Computer Operator
Data Communications Coordinator
E-911 Dispatcher Trainee
Employment & Training Assistant
Office Manager
Payroll Clerk
Principal Motor Vehicle License Clerk
Probation Assistant
Records Management Clerk
Social Welfare Examiner

7. SALARY GRADE VII \$25186 \$25786

Administrative Assistant
Community Mental Health Aide
E-911 Dispatcher
Engineering Technician
Executive Secretary
Fiscal Manager
Licensed Practical Nurse
E & T Program Coordinator
Managed Care Coordinator
Motor Vehicle Bureau Supervisor
Payroll Clerk/Typist
Personnel Technician
Planner
Principal Account Clerk
Probation Officer Trainee
Public Health Technician
Real Property Tax Service Technician
Resource Assistant
Senior Payroll Clerk
Social Services Employment Specialist
Social Services Investigator
Support Investigator

	<u>Support Investigator Probation Dept.</u>		
	<u>Systems Coordinator</u>		
	<u>Tax Roll Supervisor</u>		
8.	SALARY GRADE VIII	\$26655	\$27255
	<u>Chief E-911 Dispatcher</u>		
	<u>Computer Support Technician</u>		
	<u>Dental Hygienist</u>		
	<u>Executive Financial Administrator</u>		
	<u>Junior Computer Maintenance Technician</u>		
	<u>Junior Computer Programmer</u>		
	<u>Medical Records Technician</u>		
	<u>Mental Health Counselor</u>		
9.	SALARY GRADE IX	\$28127	\$28727
	<u>Administrative Accounting Supervisor</u>		
	<u>Child Support Enforcement Supervisor</u>		
	<u>Director of Medical Records</u>		
	<u>Employment & Training Counselor</u>		
	<u>Infection Control Nurse</u>		
	<u>Physical Therapist</u>		
	<u>Public Health Sanitarian</u>		
	<u>Quality Control Inspector</u>		
	<u>Senior Social Services Investigator</u>		
	<u>Senior Social Welfare Examiner</u>		
	<u>Senior Support Investigator</u>		
10.	SALARY GRADE X	\$29401	\$30001
	<u>Alcohol & Drug Counselor (CAC)</u>		
	<u>Caseworker</u>		
	<u>Computer Maintenance Technician</u>		
	<u>Dental Health Coordinator</u>		
	<u>Early Intervention Service Coordinator</u>		
	<u>Early Intervention Service Coordinator/RN</u>		
	<u>Home Health Aide Coordinator</u>		
	<u>Payroll Supervisor</u>		
	<u>Principal Social Welfare Examiner</u>		
	<u>Senior Quality Control Inspector</u>		
	<u>Senior Public Health Sanitarian</u>		
	<u>Social Work Assistant I</u>		
	<u>Social Services Employment Supervisor</u>		
	<u>Staff Development Coordinator</u>		
	<u>Supervising Principal Account Clerk</u>		
11.	SALARY GRADE XI	\$30654	\$31254
	<u>Accounting Supervisor Grade B</u>		
	<u>Administrative Supervisor</u>		
	<u>Certified Alcohol & Drug Counselor</u>		

	<u>Early Diversion Youth Counselor</u>		
	<u>Head Social Welfare Examiner</u>		
	<u>Network Specialist</u>		
	<u>Nurse Educator</u>		
	<u>Public Health Educator</u>		
	<u>Probation Officer</u>		
	<u>Senior Caseworker</u>		
	<u>Senior Employment & Training Coordinator</u>		
	<u>Senior Employment & Training Counselor</u>		
	<u>Social Work Assistant II</u>		
	<u>Welfare Management Systems Coordinator</u>		
12.	SALARY GRADE XII	\$31896	\$32496
	<u>Case Manager/Service Coordinator</u>		
	<u>Case Manager Supervisor (TASAP)</u>		
	<u>Clinical Services Coordinator</u>		
	<u>Quality Assurance Coordinator</u>		
	<u>Senior Alcohol & Drug Counselor</u>		
	<u>Senior Probation Officer</u>		
13.	SALARY GRADE XIII	\$33510	\$34110
	<u>Assistant Engineer</u>		
	<u>Computer Programmer</u>		
14.	SALARY GRADE XIV	\$35473	\$36073
	<u>Case Supervisor, Grade B</u>		
	<u>Caseworker/RN</u>		
	<u>Registered Professional Nurse</u>		
	<u>TASAP Administrator</u>		
	<u>Working Supervisor – PW</u>		
15.	SALARY GRADE XV	\$38456	\$39056
	<u>Assistant Dir of Patient Services</u>		
	<u>Certified Recreational Therapist</u>		
	<u>Community Health Nurse</u>		
	<u>Community Mental Health Nurse</u>		
	<u>Coordinator of Child Support Enforcement</u>		
	<u>Forensic Coordinator</u>		
	<u>GIS Administrator</u>		
	<u>Probation Supervisor</u>		
	<u>Public Health Nurse</u>		
	<u>Senior Caseworker/RN</u>		
16.	SALARY GRADE XVI	\$40066	\$40666
	<u>Clinical Social Worker</u>		
17.	SALARY GRADE XVII	\$41889	\$42489
	<u>Community Mental Health Planner</u>		

	<u>Coordinator of Quality/Managed Care</u>		
	<u>Director of Children with Special Needs</u>		
	<u>Nurse Practitioner</u>		
	<u>Senior Clinical Social Worker</u>		
	<u>Senior Community Mental Health Nurse</u>		
	<u>Supervising CHN</u>		
	<u>Supervising PHN</u>		
18.	<u>SALARY GRADE XVIII</u>	<u>\$43607</u>	<u>\$44207</u>
	<u>Clinical Supervisor</u>		
	<u>Counseling Supervisor</u>		
	<u>Supervising Clinical Social Worker</u>		
19.	<u>SALARY GRADE XIX</u>	<u>\$51524</u>	<u>\$52124</u>
	<u>Staff Psychologist</u>		
20.	<u>SALARY GRADE XX</u>	<u>\$58607</u>	<u>\$59207</u>
	<u>Supervising Psychologist</u>		

2006 STARTING WAGES & JOB DESCRIPTIONS
DEPARTMENT OF PUBLIC WORKS

<u>GRADE</u>	<u>JOB DESCRIPTION</u>	<u>STARTING WAGE</u>
1.	<u>HEO Site Leader</u>	<u>\$ 15.874 per hour</u>
	<u>Mechanic Working Supervisor</u>	
	<u>Working Supervisor (B&G)</u>	
1A.	<u>Technical Facility Supervisor</u>	<u>\$ 14.484 per hour</u>
2.	<u>Automotive Stock Clerk</u>	<u>\$ 13.977 per hour</u>
	<u>Master Craftsman</u>	
3.	<u>Heavy Equipment Operator III</u>	<u>\$ 13.093 per hour</u>
	<u>Building Maintenance Mechanic III</u>	
4.	<u>Heavy Equipment Operator II</u>	<u>\$ 12.601 per hour</u>
	<u>Automotive Mechanic II</u>	
	<u>Building Maintenance Mechanic II</u>	
5.	<u>Heavy Equipment Operator I</u>	<u>\$ 12.090 per hour</u>
	<u>Automotive Mechanic I</u>	
	<u>Building Maintenance Mechanic I</u>	
	<u>Sign Maintenance Worker</u>	
6.	<u>Motor Equipment Operator III</u>	<u>\$ 11.597 per hour</u>

7.	Motor Equipment Operator II	\$ 11.087 per hour
	Cleaner III	
8.	Motor Equipment Operator I	\$ 10.594 per hour
	Cleaner II	
9.	Laborer	\$ 9.591 per hour
	Cleaner I	

ATTACHMENT A

TIOGA COUNTY SALARY SCHEDULE

Effective January 2007

ANNUAL STARTING SALARIES

	<u>MINIMUM</u>	<u>MAXIMUM</u>
1. SALARY GRADE I	\$17123	\$17723
2. SALARY GRADE II	\$18143	\$18743
<u>Clerk</u>		
<u>Composer Operator</u>		
3. SALARY GRADE III	\$18970	\$19570
<u>Account Clerk</u>		
<u>Data Entry Machine Operator Trainee</u>		
<u>Mail Clerk</u>		
<u>Motor Vehicle License Clerk</u>		
<u>Personal Care Aide</u>		
<u>Switchboard Operator</u>		
<u>Typist</u>		
4. SALARY GRADE IV	\$20084	\$20684
<u>Account Clerk Typist</u>		
<u>Community Services Worker</u>		
<u>Data Base Clerk</u>		
<u>Data Entry Machine Operator</u>		
<u>Development and Injury Control Specialist</u>		
<u>Motor Vehicle Examiner</u>		
<u>Motor Vehicle License Clerk Typist</u>		
<u>Project Coordinator</u>		
<u>Records Clerk</u>		
<u>Senior Account Clerk</u>		
<u>Senior Clerk</u>		
<u>Senior Typist</u>		
<u>Stenographer</u>		
5. SALARY GRADE V	\$21194	\$21794
<u>Administrative Secretary</u>		
<u>Civil Law Clerk</u>		
<u>Dental Assistant</u>		
<u>Employment Counselor,D.S.S.</u>		
<u>Engineering Aide</u>		
<u>Environmental Health Aide</u>		

	<u>Support Investigator Probation Dept.</u>		
	<u>Systems Coordinator</u>		
	<u>Tax Roll Supervisor</u>		
8.	SALARY GRADE VIII	\$27455	\$28055
	<u>Chief E-911 Dispatcher</u>		
	<u>Computer Support Technician</u>		
	<u>Dental Hygienist</u>		
	<u>Executive Financial Administrator</u>		
	<u>Junior Computer Maintenance Technician</u>		
	<u>Junior Computer Programmer</u>		
	<u>Medical Records Technician</u>		
	<u>Mental Health Counselor</u>		
9.	SALARY GRADE IX	\$28971	\$29571
	<u>Administrative Accounting Supervisor</u>		
	<u>Child Support Enforcement Supervisor</u>		
	<u>Director of Medical Records</u>		
	<u>Employment & Training Counselor</u>		
	<u>Infection Control Nurse</u>		
	<u>Physical Therapist</u>		
	<u>Public Health Sanitarian</u>		
	<u>Quality Control Inspector</u>		
	<u>Senior Social Services Investigator</u>		
	<u>Senior Social Welfare Examiner</u>		
	<u>Senior Support Investigator</u>		
10.	SALARY GRADE X	\$30283	\$30883
	<u>Alcohol & Drug Counselor (CAC)</u>		
	<u>Caseworker</u>		
	<u>Computer Maintenance Technician</u>		
	<u>Dental Health Coordinator</u>		
	<u>Early Intervention Service Coordinator</u>		
	<u>Early Intervention Service Coordinator/RN</u>		
	<u>Home Health Aide Coordinator</u>		
	<u>Payroll Supervisor</u>		
	<u>Principal Social Welfare Examiner</u>		
	<u>Senior Quality Control Inspector</u>		
	<u>Senior Public Health Sanitarian</u>		
	<u>Social Work Assistant I</u>		
	<u>Social Services Employment Supervisor</u>		
	<u>Staff Development Coordinator</u>		
	<u>Supervising Principal Account Clerk</u>		
11.	SALARY GRADE XI	\$31574	\$32174
	<u>Accounting Supervisor Grade B</u>		
	<u>Administrative Supervisor</u>		
	<u>Certified Alcohol & Drug Counselor</u>		

	<u>Early Diversion Youth Counselor</u>		
	<u>Head Social Welfare Examiner</u>		
	<u>Network Specialist</u>		
	<u>Nurse Educator</u>		
	<u>Public Health Educator</u>		
	<u>Probation Officer</u>		
	<u>Senior Caseworker</u>		
	<u>Senior Employment & Training Coordinator</u>		
	<u>Senior Employment & Training Counselor</u>		
	<u>Social Work Assistant II</u>		
	<u>Welfare Management Systems Coordinator</u>		
12.	SALARY GRADE XII	\$32853	\$33453
	<u>Case Manager/Service Coordinator</u>		
	<u>Case Manager Supervisor (TASAP)</u>		
	<u>Clinical Services Coordinator</u>		
	<u>Quality Assurance Coordinator</u>		
	<u>Senior Alcohol & Drug Counselor</u>		
	<u>Senior Probation Officer</u>		
13.	SALARY GRADE XIII	\$34515	\$35115
	<u>Assistant Engineer</u>		
	<u>Computer Programmer</u>		
14.	SALARY GRADE XIV	\$36537	\$37137
	<u>Case Supervisor, Grade B</u>		
	<u>Caseworker/RN</u>		
	<u>Registered Professional Nurse</u>		
	<u>TASAP Administrator</u>		
	<u>Working Supervisor – PW</u>		
15.	SALARY GRADE XV	\$39610	\$40210
	<u>Assistant Dir of Patient Services</u>		
	<u>Certified Recreational Therapist</u>		
	<u>Community Health Nurse</u>		
	<u>Community Mental Health Nurse</u>		
	<u>Coordinator of Child Support Enforcement</u>		
	<u>Forensic Coordinator</u>		
	<u>GIS Administrator</u>		
	<u>Probation Supervisor</u>		
	<u>Public Health Nurse</u>		
	<u>Senior Caseworker/RN</u>		
16.	SALARY GRADE XVI	\$41268	\$41868
	<u>Clinical Social Worker</u>		
17.	SALARY GRADE XVII	\$43146	\$43746
	<u>Community Mental Health Planner</u>		

	<u>Coordinator of Quality/Managed Care</u>		
	<u>Director of Children with Special Needs</u>		
	<u>Nurse Practitioner</u>		
	<u>Senior Clinical Social Worker</u>		
	<u>Senior Community Mental Health Nurse</u>		
	<u>Supervising CHN</u>		
	<u>Supervising PHN</u>		
18.	<u>SALARY GRADE XVIII</u>	<u>\$44915</u>	<u>\$45515</u>
	<u>Clinical Supervisor</u>		
	<u>Counseling Supervisor</u>		
	<u>Supervising Clinical Social Worker</u>		
19.	<u>SALARY GRADE XIX</u>	<u>\$53070</u>	<u>\$53670</u>
	<u>Staff Psychologist</u>		
20.	<u>SALARY GRADE XX</u>	<u>\$60365</u>	<u>\$60965</u>
	<u>Supervising Psychologist</u>		

2007 STARTING WAGES & JOB DESCRIPTIONS
DEPARTMENT OF PUBLIC WORKS

<u>GRADE</u>	<u>JOB DESCRIPTION</u>	<u>STARTING WAGE</u>
1.	<u>HEO Site Leader</u>	<u>\$ 16.350 per hour</u>
	<u>Mechanic Working Supervisor</u>	
	<u>Working Supervisor (B&G)</u>	
1A.	<u>Technical Facility Supervisor</u>	<u>\$ 14.919 per hour</u>
2.	<u>Automotive Stock Clerk</u>	<u>\$ 14.396 per hour</u>
	<u>Master Craftsman</u>	
3.	<u>Heavy Equipment Operator III</u>	<u>\$ 13.486 per hour</u>
	<u>Building Maintenance Mechanic III</u>	
4.	<u>Heavy Equipment Operator II</u>	<u>\$ 12.979 per hour</u>
	<u>Automotive Mechanic II</u>	
	<u>Building Maintenance Mechanic II</u>	
5.	<u>Heavy Equipment Operator I</u>	<u>\$ 12.453 per hour</u>
	<u>Automotive Mechanic I</u>	
	<u>Building Maintenance Mechanic I</u>	
	<u>Sign Maintenance Worker</u>	
6.	<u>Motor Equipment Operator III</u>	<u>\$ 11.945 per hour</u>

<u>7.</u>	<u>Motor Equipment Operator II</u>	<u>\$ 11.420 per hour</u>
	<u>Cleaner III</u>	
<u>8.</u>	<u>Motor Equipment Operator I</u>	<u>\$ 10.912 per hour</u>
	<u>Cleaner II</u>	
<u>9.</u>	<u>Laborer</u>	<u>\$ 9.879 per hour</u>
	<u>Cleaner I</u>	

ATTACHMENT B

TIOGA COUNTY TRAVEL TIME SCHEDULE

Travel time to “required” (as defined in Article 4, Section G) out of County trainings/ meetings/conferences shall be credited in the form of Comp time according to the following schedule, regardless of the actual amount of time taken by the employee to reach the exact destination:

<u>County of Destination</u>	<u>One-Way Travel Time (Hours)</u>
Albany	2.6
Allegany	2.0
Broome	.4
Cattaraugus	2.9
Cayuga	1.5
Chautauqua	3.6
Chemung	.6
Chenango	1.0
Clinton	5.1
Columbia	2.9
Cortland	1.0
Delaware	1.5
Dutchess	2.6
Erie	3.4
Essex	4.5
Franklin	4.6
Fulton	2.5
Genesee	2.6
Greene	2.7
Hamilton	4.2
Herkimer	2.1
Jefferson	2.7
Lewis	3.0
Livingston	2.2
Madison	2.0
Monroe	2.3
Montgomery	2.5
Nassau	3.7
New York City	3.3
Niagara	3.4
Oneida	1.8

Onondaga	1.6
Ontario	1.9
Orange	2.6
Orleans	3.0
Oswego	2.2
Otsego	2.2
Putnam	3.3
Rensselaer	2.8
Rockland	3.1
St. Lawrence	3.8
Saratoga	3.0
Schnectady	2.5
Schoharie	2.1
Schuyler	.8
Seneca	1.7
Steuben	1.3
Suffolk	4.6
Sullivan	1.9
Tompkins	.5
Ulster	2.5
Warren	3.5
Washington	3.3
Wayne	1.8
Westchester	3.5
Wyoming	2.5
Yates	1.4

An additional 15 minutes (.25 hours) shall be added to the hours indicated above for any travel to required trainings/meetings/conferences during the period of November 1 through March 31.

CSEA Headquarters
143 Washington Avenue
Albany, NY 12210
Web Page: www.cseainc.org
(800) 342-4146
(518) 434-0191

CSEA Insurance Program
(800) 342-4146 ask for Insurance Dept.

CSEA Member Benefits Department
(800) 342-4146, ext 1327

OTHER HELPFUL NUMBERS:

Tioga County Personnel & Civil Service 687-8207

Tioga County Benefits Manager 687-8205

Tioga County Payroll Supervisor 687-8672

NYS Retirement System
(866) 805-0990
(518) 474-7736
www.osc.state.ny.us

Horizons Credit Union
724-5876

Guardian Disability Insurance
(800) 367-4420

Nationwide Deferred Compensation
Kevin Calegari (877) 677-3678, Option 8

EBS Flexible Spending
(315) 448-3927

CSEA

Local 1000, AFSCME, AFL-CIO
143 Washington Avenue, Albany, NY 12210

Danny Donohue, President