



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

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

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

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

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Jefferson, County of and Jefferson County Local, CSEA, Local 1000, AFSCME, AFL-CIO (2002)**

Employer Name: **Jefferson, County of**

Union: **CSEA, AFSCME, AFL-CIO**

Local: **1000, Jefferson County Local**

Effective Date: **01/01/02**

Expiration Date: **12/31/05**

PERB ID Number: **7031**

Unit Size: **610**

Number of Pages: **44**

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

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

GEN/7031

agreement between



Jefferson County and the
Jefferson Local of the

C.
S.
E.
A., Inc.

January 1, 2002 to December 31, 2005

RECEIVED

JUL 25 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD



610

AGREEMENT BETWEEN

THE BOARD OF LEGISLATORS
REPRESENTING THE COUNTY OF JEFFERSON

AND THE

JEFFERSON LOCAL

OF THE

CIVIL SERVICE EMPLOYEES , INC.

JANUARY 1, 2002 TO DECEMBER 31, 2005

INDEX

ARTICLE I

RECOGNITION	1
MEMORANDUM OF AGREEMENT	2

ARTICLE II

TERMS AND CONDITIONS OF EMPLOYMENT	3-11
Hours of Work	3
Compensation	4-6
Employee Titles (Schedule)	7-8
Grade Classification (Appendix A)	9-10
Schedule I - 2002	11

ARTICLE III

RIGHTS & RESPONSIBILITIES OF THE EMPLOYEE ASSOCIATION	12-14
---	-------

ARTICLE IV

SENIORITY	14
-----------------	----

ARTICLE V

TENURE	15
--------------	----

ARTICLE VI

LEAVE	16-20
Sick Leave	16
Bereavement Leave	17
Other Leave Provisions	17-18
Vacations	19
Holidays	19-20
Work Week	20
Part-time	20

ARTICLE VII

PUBLIC HEALTH NURSING SERVICE - 24 Hour Long-Term Care Program	21
--	----

ARTICLE VIII

TRAVEL ALLOWANCE	21
------------------------	----

ARTICLE IX

RETIREMENT	21
------------------	----

ARTICLE X

HOSPITALIZATION	22
-----------------------	----

<u>ARTICLE XI</u>	
MANAGEMENT RIGHTS	23
<u>ARTICLE XII</u>	
SAVING CLAUSE	23
<u>ARTICLE XIII</u>	
PREVIOUS PRACTICE	23
<u>ARTICLE XIV</u>	
MISCELLANEOUS	24
<u>ARTICLE XV</u>	
REIMBURSEMENT FOR JOB RELATED INSTRUCTION	24
<u>ARTICLE XVI</u>	
SAFETY COMMITTEE	25
<u>ARTICLE XVII</u>	
REQUISITE LEGISLATIVE ACTION	25
<u>ARTICLE XVIII</u>	
TERMINATION	25
<u>ARTICLE XIX</u>	
PERSONAL PROPERTY DAMAGE	25
<u>ARTICLE XX</u>	
AFFIRMATIVE ACTION	26
<u>ARTICLE XXI</u>	
CAREER DEVELOPMENT	26
<u>ARTICLE XXII</u>	
LABOR MANAGEMENT MEETINGS	26
<u>ARTICLE XXIII</u>	
GRIEVANCE	27-29
<u>SIGNATURE PAGE</u>	30
<u>BOARD OF LEGISLATORS RESOLUTION</u>	31
<u>CODE OF ETHICS</u>	32-34
<u>SMOKING REGULATIONS</u>	35
<u>DRUG-FREE WORKPLACE</u>	36
<u>SEXUAL HARASSMENT</u>	37-38

ARTICLE I

RECOGNITION

The County of Jefferson, Employer, recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, as the sole employee organization for the purpose of negotiating collectively in the determination of an administration of grievances arising under the terms and conditions of employment for the employees in the bargaining unit as defined in Appendix A.

The Jefferson County Local of the Civil Service Employees Association be recognized as the sole bargaining agent for all full-time employees in job classifications listed in the attached schedules, and that terms and conditions of employment shall be negotiated by the C.S.E.A. negotiating team and the employees represented thereby.

C.S.E.A. affirms in writing that it does not assert the right to strike against Jefferson County, to assist, or participate in any strike or to impose an obligation to conduct, assist, or participate in a strike.

MEMORANDUM OF AGREEMENT
BETWEEN THE BOARD OF LEGISLATORS
AND THE
CIVIL SERVICE EMPLOYEES ASSOCIATION

The parties agree that the Civil Service Employees Association will be recognized as the exclusive bargaining agent for all full-time employees in job classifications listed in the attached schedule.

ARTICLE II

Terms and Conditions of Employment

I. Hours of Work

- Section 1. The normal work day will not exceed seven (7) hours for 35 hour employees and eight (8) hours for 40 hour employees.
- Section 2. a. The regular work week shall not exceed 40 hours. Employees working a 35 hour week shall continue to work those hours. For purposes of overtime calculations, the work week will commence Sunday at 12:01 a.m. and end Saturday at 12:00 midnight.
- b. The regular work week for all departments working a 24-hour, 7 day basis (shift work) shall be 40 hours per week consisting of 5 consecutive days of 8 hours each with 2 consecutive days off. For purposes of overtime calculations, the work week shall commence at 12:01 a.m. Sunday and end at 12:00 midnight Saturday.
- Section 3. All employees shall be paid for actual hours worked except that in the Highway Department, employees covered by this Agreement, when working on construction projects directly under the General Highway Foreman, shall be entitled to two (2) hours show time if they report on the job and are prevented from working due to inclement weather. All employees covered by this Agreement shall be paid time and one-half for hours worked over 40. Prior approval from the appropriate Department Head or his designee must be obtained before any overtime work will be allowed. As used in this Section, the 40 hour work week shall not be deemed to include payments made for occasional periods when no work is performed due to vacation, holiday, illness, or other similar cause; reasonable payments for traveling expenses or other expenses incurred by an employee in the furtherance of his Employer's interests and properly reimbursable by the Employer; and other similar payments to an employee which are not made as compensation for his hours of employment. Emergency time as deemed by the Highway Superintendent or his designee shall continue to be reimbursed at time and one-half.
- Section 4. Shift schedules shall be determined by the respective Department Heads. Except when prevented by circumstances beyond its control, the Employer will (a) post a schedule of each employee's work assignment not less than one (1) week in advance of the start of such work week, and (b) maintain this schedule until it is superseded by a new schedule.
- Section 5. Employees working a 35 hour week shall continue to earn compensatory time for hours worked between 35 and 40 hours. Employees shall have the option to receive payment at appropriate rate with Department Head request and Budget Officer approval. Compensatory time earned shall be taken by the employee at the discretion of the Department Head within 45 days of the date on which it was earned. The 45 day time limit may be extended at the sole discretion of the Department Head. The employee shall receive payment for the unused compensatory time if they are unable to take it within the 45 day period. Compensatory time shall be used prior to leaving service.

II. Compensation

- Section 1. Compensation for employees holding classifications included in Appendix A shall be based on Schedule I for 2002.
- Section 2. Employees shall begin employment at the hiring salary for the grade unless the Human Resources Committee determines that the need for their services require that compensation be fixed at a higher salary.
- Section 3. Employees shall receive a 3% increase in compensation in accordance with Schedule I in 2002. Employees shall receive a salary increase equal to the CPI-W but not less than 2.5% nor more than 3.5%, effective January 1, 2003, and January 1, 2004, and January 1, 2005. The CPI-W figure shall be the U.S. city average expressed in a percentage for the period July 2001 to July 2002 for the January 1, 2003 increase; and for the period July 2002 to July 2003 for the January 1, 2004 increase; and for the period July 2003 to July 2004 for the January 1, 2005 increase. In addition, for the life of the Agreement, employees not at the top of the grade shall move to the next step on January 1, 2002; and January 1, 2003; and January 1, 2004; and January 1, 2005. No employee may exceed the maximum of the grade. Employees hired after July 1st in each year shall not be eligible for step movement the following year.
- Section 4. A shift differential of 5% of the appropriate hiring salary shall be paid to employees for duty on night shifts after 3:00 p.m. with the exception of Watchmen specifically hired for night shifts.
- Section 5. A longevity benefit of 5% of the appropriate hiring salary will be awarded to employees in accordance with the salary schedule, and separated from the employee's salary when placement is done for promotional purposes effective January 1, 1986, after ten (10), fifteen (15), twenty (20), and twenty-five (25) years of full-time, continuous service. Such longevity payment will be tendered to the employee in the payroll period nearest the longevity anniversary date.
- Section 6. When an employee is promoted he shall receive an increase which represents a one step increase in the new grade or the minimum of the new grade, whichever is greater. No one shall exceed the top of the range for the new grade. Where an employee has been promoted between July 1st and December 31st and the promotion results in a salary increase of 5% or less, they shall be eligible for a step increase in the succeeding year providing they are otherwise eligible for a step increase. In no event shall an employee exceed the maximum of the grade.
- Section 7. Home Health Aides, Licensed Practical Nurses, Nursing Assistants, Senior Nursing Assistants, Public Health Nurses, and Registered Professional Nurses, Homemakers, and Food Service employees and Cleaners at the County Home shall be reimbursed for four (4) uniforms at the rate of \$50.00 per uniform.
- Permanently appointed employees of the Jefferson County Building Maintenance Department, including the Security division, will be provided with three (3) uniforms with the first year cost not to exceed \$100 per employee. Employees shall be required to maintain the uniforms. Uniforms will be replaced, with Department Head approval, when the items which are no longer usable are turned in. Color and style of uniforms will be determined by the Department Head.

- Section 8. Inclement Weather - Employees who have reported for duty will not be charged leave credits for time when the building is officially closed. Employees who are delayed in reporting for work due to inclement weather may charge time lost to annual leave credits, compensatory time, or floating holiday credit subject to approval by the Department Head.
- Section 9. Call-in-Pay Whenever an employee is called in to return to work at times that are not contiguous to their normal work day, they will be compensated for actual hours worked or two (2) hours at the straight time hourly rate, whichever is greater. Employees who are assigned to be on call and are required to use the telephone in the performance of County business will be paid for time worked rounded to the nearest 1/4 hour upon submission of an approved time form.
- Section 10. Effective January 1, 1993, three and one-half (3 ½) hours of compensatory time will be granted for Social Services employees who are on abuse call duty each Saturday, Sunday, or holiday on call. Two and one-quarter (2 ¼) hours of compensatory time will be granted for each week day abuse call duty.
- Section 11. Employees shall be entitled to out-of-title pay effective with the sixth consecutive day of duty at the higher title. The amount shall be 6% or the appropriate hiring salary, whichever is greater. Employees must meet Civil Service requirements and be performing all the duties and responsibilities of the position before payment will be authorized.
- Section 12. Jefferson County agrees to provide certain employees in the Highway Department and Buildings Department (Maintenance) with one (1) pair of safety shoes at a cost of \$90.00 per pair for 2002; \$100.00 per pair for 2003; \$110.00 per pair for 2004; \$120.00 per pair for 2005. For those employees who are required to work outside in inclement weather, safety shoes shall not be required when temperatures reach 35 degrees Fahrenheit or below. In addition, safety shoes for these employees will be added to the Safety Rules and Regulations as adopted July 31, 1972 and shall be required apparel while on the job. All employees who are required to wear or use protective safety equipment or devices in the performance of duties will be subject to the following progressive remedies for failure to wear or use said safety items:
- First Infraction: A warning letter with copy to be filed in employee's personnel folder.
- Second Infraction: One (1) hour's loss of pay.
- Each Additional Infraction: One (1) day's loss of pay.
- Serious violations of the Safety Rules and Regulations will be reviewed in conjunction with Article V of this Agreement.
- Section 13. Salaries for newly-created positions will be negotiated at the time of creation.
- Section 14. The Board of Legislators agrees for the life of this contract the practice of working one-half (½) hour less per day during the months of July and August.
- Employees benefitting from the provision during July and August shall be considered for payroll purposes to have worked this extra one-half (½) hour.

- Section 15. Nursing Assistants working as charge person on a shift shall be paid at Senior Nursing Assistant rate.
- Section 16. The Deferred Compensation Program shall be implemented in accordance with state regulations.
- Section 17. The Employer will provide for the defense and indemnity of employees pursuant to Local Law No. 1 of 1989 as provided for under the statutory authority of Public Officers Law - Section 18.

SCHEDULE

Accountant	Emergency Management Specialist
Account Clerk	Employment and Training Assistant
Account Clerk-Typist	Employment and Training Coordinator
Accounting Supervisor, Grade B	Employment and Training Counselor
Activity Program Coordinator	Employment and Training Fiscal Manager
Administrative Assistant	Employment Coordinator
Aging Services Aide	EMS Training Coordinator
Assistant Building Maintenance Mechanic	Energy Services Coordinator
Assistant Civil Engineer	Engineering Aide
Assistant Code Enforcement Officer	Food Service Helper
Assistant Cook	General Highway Foreman
Assistant County Safety Officer	Groundskeeper
Assistant Data Processing Programmer	Handicapped Children's Services Spec.
Asst. Director of Weights & Measures A	Head Automotive Mechanic
Assistant Fiscal Manager	Head Cook
Assistant Offset Printing Machine Operator	Health Planner
Assistant Planner	Highway Safety Officer
Assistant Recycling Coordinator	Home Health Aide
Associate Physical Therapist	Homemaker
Audit Clerk	Housekeeping Supervisor
Automotive Mechanic I	Junior Civil Engineer
Automotive Mechanic II	Laborer
Automotive Mechanic Foreman	Licensed Practical Nurse
Building Guard	Mail and Supply Clerk
Building Maintenance Mechanic	Managed Care Specialist
Bus Driver-Cleaner	Medical Worker
Buyer	Mental Health Caseworker
Case Supervisor, Grade B	M.E.O. I
Caseworker	M.E.O. II
Caseworker (Child Protective Unit)	Micro-Computer Technician
Civil Enforcement Officer	Motor Vehicle Clerk
Civil Engineer	Motor Vehicle Driver
Cleaner	Motor Vehicle Supervisor
Clerk	Nursing Assistant
Code Enforcement Officer	Nutritionist
Community Development Coordinator	Nutrition Services Assistant
Community Services Aide	Nutrition Services Coordinator
Community Service Worker	Occupational Testing Evaluator
Computer Operator	Occupational Therapist
Cook	Offset Printing Machine Operator
Coordinator of Children's Serv Initiative	On-the-Job Training Specialist
Coordinator of Services for the Aging	Parking Lot Attendant
Court Attendant	Physical Therapist
Custodian	Planning Aide
Data Collector	Planning Illustrator
Data Entry Machine Operator	Principal Account Clerk
Data Processing Programmer	Principal Clerk
Data Processing Systems Analyst	Principal Social Welfare Examiner
Drafting Technician	Principal Stenographer
Early Intervention Coordinator	Probation Assistant
Emergency Management Assistant	Probation Officer

Probation Officer Trainee
Public Health Educator
Public Health Nurse
Public Health Social Worker
Public Health Specialist
Real Property Appraisal Technician
Real Property Appraiser
Real Property Information Specialist
Real Property Tax Service Aide
Recording Clerk
Records Management Coordinator
Records Management Specialist
Registered Professional Nurse
Registration Clerk
Research Assistant
Resource Assistant
Right-of-Way Agent
Senior Account Clerk
Senior Building Guard
Senior Building Maintenance Mechanic I
Senior Building Maintenance Mechanic II
Senior Caseworker
Senior Caseworker (Child Protective Unit)
Senior Civil Enforcement Officer
Senior Clerk
Senior Code Enforcement Officer
Senior Custodian
Senior Data Entry Machine Operator
Senior Employment and Training Coordinator
Senior Engineering Aide
Senior Handicapped Children's Services Specialist
Senior Licensed Practical Nurse
Senior Micro-Computer Technician

Senior Motor Vehicle Clerk
Senior Nursing Assistant
Senior On-the-Job Training Specialist
Senior Physical Therapist
Senior Planner
Senior Probation Officer
Senior Sign Maintenance Man
Senior Social Welfare Examiner
Senior Stenographer
Senior Stock Clerk
Senior Support Investigator
Senior Tax Map Technician
Senior Typist
Sign Maintenance Man
Social Welfare Examiner
Social Work Assistant
Social Worker (DSS)
Specialist, Services for the Aging
Staff Development Coordinator
Stenographer
Stock Clerk
Supervising Support Investigator
Supervisor, Services for the Aging
Support Investigator
Switchboard Operator
Tax Map Technician
Tax Map Trainee
Typist
Watchman
Welder
Work Project Foreman
Working Foreman

Excluded Employees:

Junior Administrative Assistant
Principal Stenographer
Principal Clerk
Senior Stenographer
Deputy County Clerk
Forester
Secretary to District Attorney

Board of Legislators
Board of Legislators
Human Resources
Human Resources
County Clerk
Reforestation
District Attorney

Appendix A
Grade Classification

GRADE I

Cleaner
Food Service Helper

GRADE II

Custodian
Laborer
Parking Lot Attendant
Watchman

GRADE III

Building Guard
Community Services Aide

GRADE IV

Activity Program Coordinator
Assistant Building Maintenance Mechanic
Assistant Cook
Clerk
Community Service Worker
Home Health Aide
Homemaker
Mail and Supply Clerk
Motor Vehicle Driver
Nursing Assistant
Recording Clerk
Registration Clerk
Senior Custodian
Switchboard Operator
Tax Map Trainee
Typist

GRADE V

Court Attendant
Data Collector
Stock Clerk

GRADE VI

Account Clerk
Aging Services Aide
Asst. Offset Printing Machine Operator
Cook
Data Entry Machine Operator
Motor Vehicle Clerk
Real Property Tax Service Aide

GRADE VII

Account Clerk-Typist
Audit Clerk
Building Maintenance Mechanic
Bus Driver-Cleaner
Groundskeeper
Licensed Practical Nurse
M.E.O. I
Senior Building Guard
Senior Nursing Assistant
Stenographer

GRADE VIII

Head Cook
Senior Clerk
Senior Typist

GRADE IX

Drafting Technician
Emergency Management Assistant
Energy Services Coordinator
Housekeeping Supervisor
Nutrition Services Assistant
Senior Account Clerk
Senior L.P.N.
Senior Motor Vehicle Clerk
Senior Stenographer
Social Welfare Examiner
Support Investigator
Work Project Foreman

GRADE X

Automotive Mechanic I
Employment and Training Assistant
Engineering Aide
M.E.O. II
Real Property Appraisal Technician
Real Property Information Specialist
Sign Maintenance Man
Tax Map Technician
Welder

GRADE XI

Assistant Code Enforcement Officer
Asst. Director of Weights & Measures A
Automotive Mechanic II
Computer Operator
Coordinator of Services for the Aging
Records Management Specialist
Senior Data Entry Machine Operator
Senior Key Punch Operator
Specialist, Services for the Aging
Working Foreman

GRADE XII

Civil Enforcement Officer
General Highway Foreman
Senior Sign Maintenance Man

GRADE XIII

Administrative Assistant
Assistant Planner
Automotive Mechanic Foreman
Code Enforcement Officer
Laboratory Technician
Micro-Computer Technician
Motor Vehicle Supervisor
Planning Aide
Principal Clerk
Principal Stenographer
Probation Assistant
Senior Building Maintenance Mechanic I
Senior Engineering Aide
Senior Social Welfare Examiner
Senior Stock Clerk
Senior Support Investigator
Senior Tax Map Technician

GRADE XIV

Assistant County Safety Officer
Buyer
Nutrition Services Coordinator
Supervisor, Services for the Aging

GRADE XV

Assistant Data Processing Programmer
Emergency Management Specialist
Employment Coordinator
Head Automotive Mechanic
Planning Illustrator
Principal Social Welfare Examiner
Research Assistant
Senior Civil Enforcement Officer
Senior Code Enforcement Officer
Senior Micro-Computer Technician
Supervising Support Investigator

GRADE XVI

Caseworker
Employment and Training Coordinator
Employment and Training Counselor
EMS Training Coordinator
Handicapped Children's Services Spec.
Managed Care Specialist
Occupational Testing Evaluator
On-the-Job Training Specialist
Probation Officer Trainee
Records Management Coordinator
Registered Professional Nurse
Resource Assistant

GRADE XVII

Accounting Supervisor, Grade B
Caseworker (Child Protective Unit)
Highway Safety Officer
Junior Civil Engineer
Probation Officer
Public Health Educator
Public Health Specialist
Real Property Appraiser
Senior Caseworker
Senior Employment & Training Coord.
Senior Handicap'd Children's Serv Spec.
Senior On-the-Job Training Specialist

GRADE XVIII

Accountant
Assistant Fiscal Manager
Assistant Recycling Coordinator
Community Development Coordinator
Early Intervention Coordinator
Mental Health Caseworker
Offset Printing Machine Operator
Principal Account Clerk
Senior Building Maint. Mechanic II
Senior Caseworker (Child Protect. Unit)
Social Work Assistant
Staff Development Coordinator

GRADE XIX

Case Supervisor, Grade B
Employment and Training Fiscal Manager
Nutritionist
Public Health Nurse
Senior Probation Officer

GRADE XX

Assistant Civil Engineer
Coord. of Children's Serv. Initiative
Occupational Therapist
Physical Therapist
Public Health Social Worker
Right-of-Way Agent
Social Worker (DSS)

GRADE XXI

Data Processing Programmer
Senior Physical Therapist

GRADE XXII

Associate Physical Therapist
Data Processing Systems Analyst
Health Planner
Senior Planner

GRADE XXIII

Medical Worker

Grade XXIV

Civil Engineer

SCHEDULE I

2002 SCHEDULE

CSEA

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
1	8.67	8.94	9.25	9.52	9.82	10.12	10.48
2	8.97	9.30	9.57	9.88	10.23	10.61	10.92
3	9.58	9.93	10.29	10.65	11.02	11.36	11.79
4	9.96	10.29	10.67	11.02	11.36	11.79	12.20
5	10.17	10.55	10.90	11.28	11.68	12.12	12.57
6	10.55	10.90	11.30	11.68	12.13	12.57	13.08
7	10.79	11.23	11.60	11.99	12.52	13.01	13.48
8	11.19	11.59	11.98	12.44	12.96	13.44	14.04
9	11.80	12.26	12.73	13.30	13.83	14.43	15.02
10	12.07	12.56	13.06	13.61	14.15	14.78	15.40
11	12.63	13.14	13.73	14.30	14.91	15.52	16.19
12	13.09	13.68	14.27	14.87	15.46	16.19	16.83
13	13.61	14.15	14.82	15.43	16.14	16.81	17.54
14	14.09	14.72	15.37	16.06	16.70	17.46	18.17
15	14.82	15.43	16.14	16.83	17.57	18.36	19.12
16	15.48	16.18	16.84	17.59	18.41	19.19	20.04
17	16.17	16.84	17.59	18.38	19.19	20.04	20.89
18	16.87	17.66	18.45	19.26	20.10	21.02	21.93
19	17.71	18.47	19.30	20.12	21.03	21.95	22.95
20	18.18	19.06	19.86	20.73	21.64	22.54	23.68
21	19.38	20.24	21.14	22.13	23.11	24.10	25.22
22	20.15	21.06	21.96	22.99	24.06	25.08	26.23
23	21.14	22.13	23.11	24.11	25.25	26.36	27.58
24	21.98	23.08	24.09	25.15	26.32	27.52	28.76

ARTICLE III

Rights and Responsibilities of the Employee Association

1. Employees of the County shall have the right to form, join, and participate in or to refrain from joining or participating in any employee organization free from interference, coercion, restraint, discrimination, or reprisal.
2. The Association has the right to represent all employees within the bargaining unit on any matter concerning the terms and conditions of employment within the law and the limits of the Agreement. However, nothing in this Agreement shall be construed as to preclude any employee, regardless of Association membership, from bringing matters of personal concern directly to the attention of the appropriate appointing authority.
3. The Association has the right either as a representative of any employee or as an observer to have at least one (1), but not more than two (2), individuals present at any grievance or appeal hearing involving an employee who is determined to be in the bargaining unit. However, an employee shall have an unqualified right to choose his own representative so long as said representative does not represent a competing organization or to determine that he does not desire representation in a grievance or appeal hearing. An Association representative shall be present at all hearings.
4. The Association has the right to honestly and fairly represent any employee within the bargaining unit concerning the terms of the Agreement whether or not such employee is a member of said Association.
5. The Association has the right to represent all employees in the bargaining unit.
6. The Association has the right to appoint or elect representatives to conduct Association business during working hours and time off will be allowed from their regular employment at no charge to any leave credits, but, only within the limits established in this Agreement. Association business includes, but is not limited to, contract negotiations, grievances, disputes, working conditions, grade allocations, administration of said Agreement, appearances before Legislative Board, Grievance Board, and Appeals Board.
7. The Association representative and the Association President shall be granted reasonable time off during working hours for the conduct of Association business limited to the affairs of the bargaining unit only. Employees shall provide the Department Head or their designee with advance notification of the destination, type of business, and probable time of return. In cases where Association business is in conflict with departmental demands, the Association representative and the supervisor will select a mutually agreeable alternate time.
8. The Association shall have the right to elect Shop Stewards on all job sites included within the bargaining unit. The Association shall provide a written list of such Association representatives to the County immediately after their election or designation. There shall be no requirement on the part of the County to recognize any representative until such time as the official list has been delivered to the County at the County Human Resources' Office and one (1) copy has been filed with the Clerk of the Board of Legislators' Office.

9. The Association agrees pursuant to Section #210, Subdivision 1, that neither the Association or any employee represented by the Association shall engage in a strike or shall cause, instigate, encourage, or condone a strike.

10. The County agrees to deduct from paychecks and remit to the Association regular membership dues for the members of the Association who have signed authorization cards permitting such payroll deductions. It is also agreed to deduct union-sponsored insurance and benefit program premiums for employees covered by this Agreement. The Employer agrees to allow payroll deductions for an Association sponsored dental and visual plan with the cost of the plan to be borne 100% by the employee. The Association shall be entirely responsible for all costs and administration of the plan. C.S.E.A. having been recognized or certified as the exclusive representative of employees within the negotiating unit, shall be entitled to have deductions made from the wage or salary of employees of said bargaining unit who are not members of C.S.E.A., provided that 85% of those employees eligible shall be certified to have enrolled in the union. Employees shall not pay agency shop fees until after six (6) months of employment. The amount to be equivalent to the dues levied by C.S.E.A. and the fiscal or dispersing officer shall make such deductions and transmit a list itemizing the deductions of each employee to The Civil Service Employees Association, Inc., Capital Station, Box 7125, Albany, New York 12244. This deduction will be accompanied by a listing indicating the name and address of those employees who are not members of C.S.E.A. C.S.E.A. agrees to hold the (Employer) safe and harmless because of said deduction.

Separate checks covering the payroll deductions are to be submitted with the deduction information made payable as follows:

- A. Membership dues - payable to C.S.E.A., Inc.
 - B. Group life insurance - payable to Jardine Group Services Corp.
 - C. Accident and sickness insurance - payable to Jardine Group Services Corp.
 - D. Supplemental life insurance - payable to Jardine Group Services Corp.
 - E. Unity life - I.R.A.
-
11. The Association is granted the privilege of using bulletin boards maintained on the premises and facilities of the County with the exception of those located in the Court House and those specifically designated for legal notices. The boards shall be used only for the following notices:
 - a) Recreational and social affairs of the Association;
 - b) Association meetings;
 - c) Association elections;
 - d) Reports of Association committees;
 - e) Rulings or policies of the State Association.

The posting of any other notices or communications shall require prior approval of the County or its designee. In addition, the Association shall have the right to use the inter-office mail system for the purposes listed above.

12. Members of the Association who are designated to represent it at statewide conventions, statewide Association committee meetings, or Association conferences, shall be entitled to do so without charge to leave time. Total time for all such absences shall not exceed 36 person days in a calendar year for all approved members of the Association. The attendee shall provide notification to his Department Head as soon as possible, but not later than two (2) weeks prior to such absence.
13. The County agrees to provide the Association with a listing of names, job titles, and work department location, along with a designation of the employees' membership standing for all employees covered by this Agreement every four (4) months.

ARTICLE IV

Seniority

Employees' seniority shall be defined as meaning the length of continuous service from the last date of hire by the County.

- A. When a vacancy occurs in the labor or non-competitive class within the bargaining unit, the following procedure shall prevail:
 1. The job to be filled will be posted on the appropriate bulletin board for a period of five (5) working days. The posting will show (a) job title, (b) location, (c) shift. Interested employees shall file an application with the Human Resources Department.
 2. Copies of the job announcement shall be submitted to the unit president prior to the posting.
- B. Seniority will be a determining factor for filling all positions within the bargaining unit providing minimum qualifications are met.
- C. Employee seniority shall be defined as meaning the length of continuous service from the last date of hire by the County except where otherwise provided by Civil Service Law. Seniority shall be the determining factor in layoffs.
- D. Layoffs and recall for labor and non-competitive class employees shall be in accordance with provisions of the Manual on Layoff Procedure issued by the New York State Department of Civil Service.
- E. The Employer and employee Association recognize the advantages to offering improved services by the introduction of improved technology or managerial innovations. When such changes occur, the Employer shall give first consideration to the utilization of affected employees in the changed operations or departments.

ARTICLE V

Tenure

Removal and other disciplinary action. An employee described in paragraph (a) or paragraph (b) of this Section shall not be removed or otherwise subjected to any disciplinary penalty provided in this Section except for incompetency or misconduct shown after a hearing upon stated charges pursuant to this Section.

(a) A person holding a position by permanent appointment in the competitive class of the classified Civil Service; or

(b) A person in County service holding a position in the non-competitive or labor class, who since their last entry into full-time County service, has completed at least two (2) years' of continuous service in the non-competitive or labor class.

A person against whom removal or disciplinary action is proposed shall have written notice thereof and of the reasons therefore shall be furnished a copy of the charges preferred against him and shall be allowed at least eight (8) days for answering the same in writing. The hearing upon such charges shall be held by the officer or body having the power to remove the person against whom such charges are preferred, or by a deputy or other employee of such officer or body designated in writing for that purpose. In case a deputy or other employee is so designated, he shall, for the purpose of such hearing, be vested with all the powers of such officer or body and shall make a record of such hearing which shall, with his recommendations, be referred to such officer or body for review and decision. The person or persons holding such hearing shall, upon the request of the person against whom charges are preferred, permit him to be represented by counsel, and shall allow him to summon witnesses in his behalf. The burden of proving incompetency or misconduct shall be upon the person alleging the same. Compliance with technical rules of evidence shall not be required.

Other Subdivisions of the Section 75 of the Civil Service Law shall also apply.

ARTICLE VI

Leave

Section 1. Sick Leave

Absence from duty by an employee of Jefferson County by reason of the employee's own sickness or disability 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".

- A. Sick leave shall be credited at the rate of 4 hours per biweekly payroll period for 35 hour per week employees and 4.6 hours per biweekly payroll period for 40 hour per week employees. Employees shall be charged sick leave time for actual hours used.
- B. An employee who is absent on sick leave shall report his absence to his supervisor at the earliest possible time and the reason for the absence.
- C. Approval of sick leave shall be granted by the Department Head.
- D. Required Medical Certificate - After three (3) consecutive days of illness or after eight (8) cumulative days of illness during a twelve (12) month period, a medical certificate may be required before an employee may return to work. Employment connected injuries are not subject to this provision. Where a pattern of sick leave usage can be documented as possible abuse, the Department Head shall take such steps as necessary, including medical certification, to verify the appropriate use of such leave.
- E. Full credit for unused sick leave shall be granted to the employees up to a maximum of 200 days.
- F. Sick leave time shall be allowable for continuous service, which shall include the total length of service which may have been interrupted due to one (1) or more leaves of absence, and to lay offs not due to any fault of the employee, but, in the event of resignation or discharge of the employee, his accumulated and unused sick leave time shall be cancelled and not paid for.
- G. Sick leave pay is not allowed for absence from duty because of illness or injury purposely inflicted or caused by willful misconduct.
- H. An employee who fraudulently reports illnesses in order to secure the benefit of sick leave with pay or otherwise abuses the sick leave privileges will be subject to disciplinary action.
- I. Any additional absence up to fifteen (15) days required for death in the immediate family, or serious illness in the immediate family where direct care must be provided, shall be charged to sick leave. For purposes of this section, immediate family shall include parent, legal guardian, spouse, child, stepchild, or legal dependent residing in the household.

Section 2. Bereavement Leave

- A. All employees shall be allowed three (3) bereavement days for each death in the immediate family. Immediate family shall include grandparents, grandchildren, brother, sister, spouse, child, guardian, father, or mother of the employee or his spouse.
- B. Bereavement leave shall not be accumulated.
- C. Bereavement leave must be approved by the Department Head. Deaths or funerals on weekends and holidays shall not automatically be allowed three (3) days of bereavement leave.

Section 3. Other Leave Provisions

- A. Leave of Absence Without Pay Under Following Conditions:
 - 1. The employee holding a permanent position shall submit a written notification to her immediate supervisor at least four (4) weeks prior to her anticipated departure and stating the probable duration of such leave. Such leave may be granted for a period of not more than twelve (12) months. (Refer to Section 3 C-6, page 20). In no case shall the total period of leave exceed twelve months except as provided for by Rule XIX of the Civil Service Rules for the Classified Service of Jefferson County.
 - 2. In no case shall the employee be required to leave prior to childbirth unless, in the opinion of the physician, continuous employment may be injurious to the employee's health or her performance, or her attendance becomes unsatisfactory because of the pregnancy.
- B. Leave with Pay - Use of Sick Leave Credits: The use of accumulated sick leave credits may now be utilized for maternity disability in the following manner:
 - 1. Such sick leave credits shall be subjected to the rules and regulations within Article VI covering leave, providing that where sick leave credits are utilized for absences of more than three (3) consecutive work days, or after eight (8) cumulative work days in a twelve-month period, verification of medical disability and/or inability of the employee to perform her duties may be required before an employee may return to work.
 - 2. For any portion of a leave of absence for maternity purposes, during which time the employee is medically disabled from the performance of her duties, such employee shall be permitted to charge any and all leave credits, including sick leave credits, in the same manner as any other employee who is determined to be disabled. A medical certificate shall be required for any and all such disabilities in order to substantiate payment.

3. Upon return from sick leave of thirty (30) days or more or upon return from a maternity leave of absence without pay, whichever comes first, the employee shall submit to the Department Head a physician's statement attesting to the employee's recovery and physical fitness to perform her assignment.

C. Other Leave Provisions:

1. Where an employee is entitled to receive workers' compensation disability payments under the Workers' Compensation Law for a disability sustained, arising from, or in the course of employment; they shall elect in writing whether they desire to use accrued sick leave during the period of disability in lieu of receiving Workers' Compensation payments. Such written notice shall be filed with the employing Department Head, the Workers' Compensation Committee, and the Human Resources Department.

(a) Upon receipt of a request for reimbursement from the employing Department Head, reimbursement at the established workers' compensation rate in each instance will be made by the Workers' Compensation Department for the period of disability paid and reinstatement of sick time shall be made in accordance with the following formula:

$$\frac{\text{Weekly Workers' Comp. disability rate}}{\text{Employee's daily rate of pay}} = \frac{\text{Number of sick leave days per week reinstated to the nearest half day.}}{\text{Employee's daily rate of pay}}$$

2. An employee isolated or quarantined because of exposure to a communicable disease, shall for the purpose of this regulation 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 time.

3. It shall be the duty of every Department Head to make a report in writing to the Human Resources Department, setting forth the name of employees, with the sick leave and vacation leave granted during the period covered by this report.

4. A permanent employee may, in the discretion of the Department Head, be granted leave of absence without pay for a period not exceeding one (1) year. An employee may be required to exhaust accrued leave credits, consistent with the allowable use of leave under this contract, prior to the granting of an unpaid leave of absence.

5. On proof of the necessity of jury service or attending court pursuant to subpoena or other order of the court, an employee shall be granted such leave of absence with pay by the Department Head.

6. When an employee is on a leave of absence for three (3) months or longer, the anniversary date for longevity and vacation will be adjusted to reflect the leave of absence. Sick leave credits will be earned when an employee is on full pay status for seven (7) out of ten (10) days in the preceding payroll period. Days during which the employee is using accumulated sick leave credits, including Workers' Compensation, in excess of sixty (60) consecutive calendar days, are not considered to be days on full pay status for purposes of earning sick leave.

Section 4. Vacations

- A. Under ordinary circumstances, vacation credits shall be used during the twelve-month period following which they were earned. Only in unusual situations, when in the opinion of the Department Head the best interests of the County are served by the employee not taking his vacation until some later date, will vacation credits be permitted to be carried over from one twelve-month period to the next. In no instance will an accrual of more than twenty (20) days be allowed.
- B. Vacation credits may be used in a lump sum of the total credits earned as of the beginning date of a vacation, or in separate days, upon the approval of the Department Head of the Department. However, no more than three (3) days of vacation per year may be used in hourly units and no more than two (2) days of vacation per year may be used in one-half (1/2) day units. All vacation over five (5) days must be taken in units of one (1) day or more. For purpose of charging vacation, the amount charged will reflect the normal work day. When charging vacation to those employees benefiting from summer hours, the one-half (1/2) hour will be charged.
- C. Legal holidays are not chargeable against sick leave or vacation credits.
- D. Upon the termination of an employee, either by resignation or retirement, and when at least two (2) weeks' notice is given by such employee of his intended termination, any unused vacation credits are to be compensated at the employee's regular rate of pay. In the case of retirement, time worked from last anniversary date will be prorated and the additional vacation will be credited.
- E. Vacation will be earned on the employee's anniversary date and shall not be used until earned. Vacation will be credited as follows:

Upon completion of 1, 2, 3, 4 years of employment	13 days per yr.
Upon completion of 5 years of employment	14 days per yr.
Upon completion of 6 years of employment	15 days per yr.
Upon completion of 7 years of employment	16 days per yr.
Upon completion of 8 years of employment	17 days per yr.
Upon completion of 9 years of employment	18 days per yr.
Upon completion of 10, 11, 12, 13, 14 years of employment	20 days per yr.
Upon completion of 15 or more years of employment	25 days per yr.

Section 5. A full-time employee covered by this contract who, in the judgment of the Department Head can be spared without interfering with the operation of the department, will be allowed time off with pay to observe the following holidays, providing such employee shall have worked the working day immediately preceding such holiday and providing such employee does work the working day immediately following such holiday. These provisions shall not apply if such holiday falls within the employee's scheduled vacation, or if absence is because of illness. Employees working on a scheduled holiday shall be paid time and one-half (1 1/2) and the employee will have a compensatory day scheduled with the Department Head approval.

New Year's Day	Memorial Day	Election Day
Martin Luther King's Birthday	Independence Day	Veterans Day
Washington's Birthday	Labor Day	Thanksgiving Day
Lincoln's Birthday	Columbus Day	Christmas Day

County Offices will observe holidays in accordance with New York State Civil Service Holiday schedule, except offices that are normally open on the holiday shall observe it on that day.

Election Day and Lincoln's Birthday shall be floating holidays. Floating holidays shall be used in the calendar year in which they are earned.

Section 6. Work Week

- A. Office hours for County Offices, other than the Sheriff's Department, Highway Department, selected Buildings Department employees, and the County Home, shall be from 8:00 a.m. to 5:00 p.m. Monday through Friday with the employees' regular work week to be 35 hours. Specific work hours per employee will be determined by the Department Head based on seniority and minimum staffing requirements, and implementation of staggered working hours by department shall be with executive approval.
- B. Lunch Period - Employees, who are not covered by special departmental regulations, shall be granted a one (1) hour lunch period each full working day, said lunch hour to be taken according to a schedule determined by the Department Head. Lunch periods shall not exceed one (1) hour but may be less at the discretion of the Department Head.
- C. Rest or Relief Breaks - The Department Head shall be authorized to grant, at an appropriate time, a ten (10) minute rest break in the morning and ten (10) minute rest break in the afternoon. The Department Head shall have complete discretion as to the number of employees who can leave the work area and how coffee or refreshments are to be obtained.

Section 7. Part-time effective for employees hired through 12-31-91

Employees working less than full-time (full-time is defined as working one-half (½) the normal work week or earning more than \$4000) will not receive benefits.

Employees who meet the minimum definition for full-time but who work less than the normal work week shall have sick leave, vacation, holiday, and bereavement leave and uniforms granted to reflect the percentage of the total work week.

Part-time effective for employees hired on or after 1-1-92

Employees working one-half or less of the normal work week on a regularly scheduled basis or earning one-half or less of the base salary for the position in the graded salary plan will not receive benefits.

Employees who work less than full-time and in excess of one-half of the normal work week on a regularly scheduled basis or earn more than one-half of the base salary in the graded salary plan shall receive pro-rated sick leave, bereavement, vacation, and uniform benefits. In addition, they shall receive payment for holidays, to the extent of their scheduled hours, that fall on a regularly scheduled duty day providing they have worked or been on paid leave the working day before and after the holiday. Pro-rated sick and uniform benefits shall be provided after 6 months of continuous service. Vacation credits shall be earned on the anniversary date.

ARTICLE VII

PUBLIC HEALTH NURSING - 24 Hour Long-Term Care Program

Section 1. On-Call

Effective with the date of ratification of this Agreement, employees assigned to on-call status shall be compensated at the rate of \$1.85 per hour from 8:30 a.m. Monday through 4:30 p.m. Friday. Employees assigned to on-call status shall be compensated at the rate of \$2.35 per hour from 4:30 p.m. Friday through 8:30 a.m. Monday and holidays. There shall be no pyramiding of on-call and call-in hours.

The Employer shall provide beepers to staff assigned to on-call duties.

Section 2. Call-In

Refer to Article II, Section 9

Section 3. Shift Schedules

All staff will be assigned to rotate on-call responsibilities.

Employees assigned to work on the 12:30 a.m. to 8:30 p.m. schedule will be paid the shift differential in accordance with Article II, Section 4.

Employees hired after January 1, 1986, may be assigned to schedules which include weekend and holiday coverage as part of their regularly scheduled work week. Except in emergency situations, weekend and holiday work will be scheduled for no greater than seven (7) hours per day.

ARTICLE VIII

Travel Allowance

Whenever an employee is required to use his personally-owned automobile in the conduct of the County's business, they shall be reimbursed at the rate in cents per mile which is permitted by the I.R.S. as a tax deduction. The County will implement the I.R.S. change within thirty (30) calendar days of said effective date.

ARTICLE IX

Retirement

The County agrees to continue to provide the New York State 1/50th (Section 75 I Retirement and Social Security Law) Retirement Plan or Coordinated-Escalator Retirement Plan as required by law. The County will continue to provide Section 41 J.

ARTICLE X

Hospitalization

Health Benefits

The Employer will provide the Jefferson County Government Employees Health Benefits Program in accordance with the plan document. Group Health Incorporated, or a mutually agreed upon alternate provider, will act as third party administrator for the program for the life of the Agreement.

Effective January 1, 1995, the Employer will provide the Jefferson County Government Employees Health Benefits Program in accordance with the plan document as amended in the document "Health Benefit Amendments". Group Health Incorporated, or a mutually agreed upon alternate provider, will act as third party administrator for the program for the life of the Agreement.

Effective January 1, 2002, the employee cost of individual coverage is \$25.00 per bi-weekly pay period. The employee cost of family coverage is \$40.00 per bi-weekly pay period. Effective January 1, 2003, the employee cost of individual coverage is \$27.50 per bi-weekly pay period. The employee cost of family coverage is \$42.50 per bi-weekly pay period. Effective January 1, 2004, the employee cost of individual coverage is \$30.00 per bi-weekly pay period. The employee cost of family coverage is \$45.00 per bi-weekly pay period. Effective January 1, 2005, the employee cost of individual coverage is \$35.00 per bi-weekly pay period. The employee cost of family coverage is \$50.00 per bi-weekly pay period.

The Employer will provide the I.R.S. Section 125 spending account plan for employee contributions. The plan shall be administered in conformance with I.R.S. regulations. The Association shall hold the Employer safe and harmless in the event of changes in the regulations.

Health Insurance coverage upon retirement:

- I. Employees hired prior to 1-1-99 shall be eligible to continue health coverage in retirement provided they have met the following requirements:
 - A. completion of a minimum of ten years of full-time service with Jefferson County; and
 - B. are employed by Jefferson County at the time of retirement; and
 - C. are enrolled in the health plan at the time of retirement; and
 - D. provide the Employer with proof of retirement and otherwise meet the definition of retirement as specified by the NYS Retirement System

- II. Employees hired or reinstated after 1-1-99 shall be eligible to continue health coverage in retirement provided they have met the requirements of I B., C., and D. of this section and meet the service requirements listed in the following schedule:

<u>County Service</u>	<u>Share of monthly premium or premium equivalent cost</u>	
	<u>Employee Share</u>	<u>Employer Share</u>
10 years' service but less than 15 years'	50%	50%
15 years' service but less than 20 years'	25%	75%
20 years' service or more	0%	100%

ARTICLE XI

Management Rights

Subject only to the limitations set forth in this Agreement, the County's rights to direct the work force shall be unimpaired. These rights shall include, but not be limited to, the right to decide the number and location of its operations, services to be rendered, and the methods, procedures, and means used in the operation of its services, and the control of the buildings, real estate, materials, and all equipment which may be used in operating or supplying its services; to determine whether and to what extent work required in operating and supplying its services shall be performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and operations, including the right to hire, lay off, assign, transfer, promote, discipline, discharge, or suspend; to determine the starting and quitting time and the number of hours to be worked; and to take whatever action may be necessary to carry out the mission of the department, office, or agency concerned in accordance with the law.

The above rights of the County are not all inclusive, but indicate the type of matters or rights which belong to or are inherent to the Employer. Any and all rights, powers, and authority the Employer had prior to entering into this Agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted, or modified by this Agreement.

ARTICLE XII

Saving Clause

1. If any Article or Section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and addendums shall continue in full force and effect.
2. The parties agree that each has had the unlimited right to present proposals and counterproposals concerning wages, hours, and other conditions of work, the results of which are set forth in this Agreement.

This document constitutes the entire Agreement between the parties and no verbal statement or other agreement in whatever form, except an amendment to this Agreement in writing annexed hereto and specifically designated as an amendment to this Agreement, shall supersede or vary any of the provisions of this Agreement.

ARTICLE XIII

Previous Practice

All benefits and rights heretofore provided by work rules and regulations, Resolutions, or Local Laws and not specifically provided hereunder shall continue in effect.

ARTICLE XIV

Miscellaneous

Copies of this Agreement will be available in the Human Resources Department and upon request shall be furnished to any employee within the bargaining unit. Departmental Rules and Regulations shall be available from the respective Department Heads.

An employee's personnel file shall be deemed confidential insofar as practicable and consistent with appropriate laws, rules, and regulations. An employee may inspect their personnel file by providing the Department Head with a written request stating an appropriate reason for the review. Such review shall be conducted within ten (10) business days in the presence of the Department Head or their designee and where practical, shall be conducted during non-working hours unless otherwise approved by the Department Head. Upon request, an employee may have a representative of the Association present if a contractual issue is involved.

ARTICLE XV

Reimbursement for Job Related Instruction

This Article is intended to provide tuition reimbursement for job-related courses that are of mutual benefit to the Employer and employee in the direct provision of government services. The review of such courses shall include the relevancy of coursework to an employee's present duties, benefits to accomplishing or improving the Employer's delivery of services, and availability of appropriations.

Course requests must meet the IRS criteria for tax deductible status to be considered for approval.

Subject to the approval of the Department Head and review by the Human Resources Committee of the Board of Legislators, requests for the taking of specific courses at Jefferson Community College intended to improve the abilities of an employee in relation to his job performance will be granted without cost to the employee. Employees who fail to satisfactorily complete a course after the last date for withdrawal without penalty may be required to reimburse the County for the cost of the course pursuant to the decision of the Human Resources Committee. Each employee shall be entitled to a maximum of (\$885 in 2002, \$920 in 2003, \$955 in 2004 and \$990 in 2005) in tuition reimbursement each year. The County will not duplicate reimbursement from any source.

In addition, tuition will be reimbursed at SUNY rates for courses approved by the Department Head and Human Resources Committee at other colleges. Said reimbursement shall be upon receipt of satisfactory completion of the course.

ARTICLE XVI

Safety Committee

A Safety Committee shall be established consisting of two (2) union representatives and the County Safety Officer, the Superintendent of Buildings and Grounds, and the Chairman of the Board of Legislators or his designee. The committee shall meet by mutual agreement for the purpose of recommending solutions to safety problems and to advise on safety issues. Union representatives shall suffer no loss of pay for meetings held during normal working hours.

ARTICLE XVII

Requisite Legislative Action

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

ARTICLE XVIII

Termination

This Agreement shall be effective January 1, 2002 and shall continue in effect until December 31, 2005. This contract will expire on December 31, 2005 provided that a new contract has been entered into to take effect on January 1, 2006. If the parties hereto have failed to agree upon a new contract on or before December 31, 2005 all of the terms and conditions set forth in this Agreement shall continue in full force and effect until the date of execution of a new Agreement, provided, however, that nothing therein contained shall preclude the parties from meeting from time to time to renegotiate their differences.

ARTICLE XIX

Personal Property Damage

An employee's personal property or clothing destroyed or damaged under unusual circumstances and in the performance of duty may be replaced or repaired at County expense if approved by the employee's Department Head.

ARTICLE XX

Affirmative Action

Jefferson County is an equal opportunity Employer and there shall be no discrimination against any employee because of race, creed, color, sex, or national origin.

ARTICLE XXI

Career Development

The Employer and the union recognize the need for the development and training of qualified employees to fulfill the Employer's workforce requirements. The Employer agrees to the principles of career ladders and promotion from within its own organization. In keeping with such principles, the Employer and the union shall establish a Career Development Program. The Employer agrees to participate in a joint Union - Management Committee to develop a Career Ladder Program.

ARTICLE XXII

Labor Management Meetings

Two (2) representatives of the Association and two (2) representatives of the Employer will meet at mutually agreed-upon times to foster communications between the parties and to discuss issues of labor/management concern. The committee shall not conduct contract negotiations or discuss formal contract grievances at these meetings. A written agenda will be submitted at least ten (10) days prior to the meeting by either party.

ARTICLE XXIII

Grievance

Section 1.

A. Declaration of Policy

In order to establish a more harmonious and cooperative relationship it is hereby declared to be the purpose of this procedure to provide for settlement of certain differences between the County's employee and the County government through procedures under which either party may present grievances, free from coercion, interference, restraint, discrimination, or reprisal. The provisions of this resolution shall be liberally construed for the accomplishment of this purpose.

B. Definitions

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

- a. "Government" or "Employer" shall mean the County of Jefferson.
- b. "Public employee" or "employee" shall mean any person covered by the terms of this contract.
- c. "Party" shall mean any person covered by the terms of this contract, whether he is an employee or the Employer.
- d. "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.
- e. "Grievance" shall mean any claimed violation, misinterpretation, or inequitable application of the terms and conditions of this contract.
- f. The work "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 hereof.

C. Basic Standards and Principles

- a. Every employee covered by this contract shall have the right to present his grievances to his Employer, free from interference, coercion, restraint, discrimination, or reprisal, and the grievance procedure established shall provide the right to be represented at all but the initial stage thereof if the employee so chooses.
- b. It shall be a fundamental responsibility of supervisors at all levels commensurate with the authority delegated to them by their superiors, promptly to consider and take appropriate action upon grievances presented to them by employees under their supervision.
- c. It shall be the responsibility of the head of each department or agency of County government to take such steps as may be necessary to give effect to the provisions of this procedure.
- d. The informal resolution of differences prior to initiation of action under the formal grievance procedure is to be encouraged.
- e. Nothing in this Article is intended to prohibit the Employer as a party from presenting a grievance.

D. Grievances and Procedural Requirements

a. Initial Presentation

1. An employee who claims to have a grievance shall present his grievance to his immediate supervisor, orally, within ten (10) days after the grievance occurs.
2. The immediate supervisor shall discuss the grievance with the employee, shall make such investigation as he deems appropriate and shall consult with his superiors to such extent as he deems appropriate, all on an informal basis.
3. Within three (3) days after presentation of the grievance to him, the immediate supervisor shall make his decision and communicate the same to the employee presenting the grievance.

b. Second Stage

1. If an employee presenting a grievance be not satisfied with the decision made by his immediate supervisor, he may, within five (5) days thereafter, request a review and determination of his grievance by the Department Head. Such request shall be in writing and shall contain a statement of the specific nature of the grievance and facts relating to it. Such request shall be served upon both the Department Head and the immediate supervisor to whom the grievance was originally presented. Thereupon, and within five (5) days after receiving such request, the immediate supervisor shall submit to the Department Head a written statement of his information concerning the specific nature of the grievance and the facts relating to it.
2. The Department Head, or his nominee, may and at the request of the employee shall, hold a hearing within five (5) days after receiving the written request and statement from the employee. The employee, and his representative, if any, may appear at the hearing and present oral statements or arguments.
3. Within five (5) days after the close of the hearing, or within ten (10) days after the grievance has been submitted to him if there be no hearing, the Department Head, or his nominee, shall make his decision and communicate the same to the employee presenting the grievance, and to the employee's representative, if any.

c. Third Stage

In the event the grievance is not satisfied under Stage Two of the grievance procedure, the aggrieved employee and the Association may request a review of the grievance with the Director of Human Resources. Such request shall be submitted in the same manner provided in Stage Two of the grievance procedure and shall be submitted within five (5) business days from the conclusion of Step Two. The Director of Human Resources will review the grievance within ten (10) business days of receipt of the grievance, with the president of the union or his designee. The Director of Human Resources shall serve a written reply to the aggrieved employee and the Association within ten (10) business days following the close of the Stage Three review.

d. Fourth Stage - Arbitration Procedure

1. In the event the grievance is not resolved after the final step in the grievance procedure described above, the union or the County may submit to arbitration in accordance with the procedure listed below within ten (10) days of the close of the Stage Three review.
2. Either party will have the right to request a list of the names of seven (7) arbitrators from the American Arbitration Association. Upon the receipt of such list, each party will alternately strike three (3) names from the list and the remaining name will be the arbitrator to be designated to hear the grievance. A flip of a coin will determine which party will be the first to strike a name from the list.
3. The arbitrator's decision shall be rendered within thirty (30) calendar days of the conclusion of the hearing.
4. The decision of the arbitrator shall be final in the absence of Human Resources Committee review and action by the Jefferson County Board of Legislators to reverse the decision. The Board shall render a decision within twenty (20) working days of the receipt of the decision by the arbitrator.
5. The arbitrator shall have no jurisdiction to add, modify, detract, or alter the provisions of the Agreement. If the grievance concerns matters not covered by the Agreement or procedures have not been followed, the grievance shall be denied. Back-pay awards shall be remitted to the date of the filing of the grievance. The County and the Association shall equally share all costs of the grievance and neither party shall be responsible for the other party's individual costs related to the grievance.

E. Waiver of Extension of Time; Time for Discussion and Hearings

- a. The time limitations for presentation and resolution of grievances, as hereinabove fixed, may be waived or extended by mutual agreement of the parties involved.
- b. All discussion and hearings between parties, the immediate supervisor, and the Department Head, shall so far as practicable be conducted during regular working hours.
- c. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted at step 1 within ten (10) business days after the occurrence of the grievable act or within ten (10) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the grievable act. If a grievance is not presented by the employee or the Association within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the employee or the Association. If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer.
- d. Union stewards will be allowed reasonable time in the performance of these union duties.

Jefferson Chapter Civil Service
Employees' Association, Inc

Jefferson County

~~_____~~
Marc S. Koger
Deborah Eisenhauer
Maureen W. Hesse

~~_____~~
Michael W. Bellamy
Chairman, Board of Legislators

~~_____~~
Christal Ralston
~~_____~~
Ch. P. G. G. G.
Jan? Sen

~~_____~~
_____ ~~_____~~
Chairman, Finance & Rules Committee

~~_____~~
Sheldon C. Montem

~~_____~~
Robert A. Boice
Member, Finance & Rules Committee

~~_____~~

~~_____~~
James D. M. Croft
Member, Finance & Rules Committee

~~_____~~
Penny B. Clark

~~_____~~
K. D. B. B. B.
Member, Finance & Rules Committee

~~_____~~

~~_____~~
Robert J. Horn
Member, Finance & Rules Committee

~~_____~~
Georgina Z. Velby

~~_____~~
Carolyn Fitzpatrick
Member, Finance & Rules Committee

~~_____~~
John J. Haurf

~~_____~~
_____ ~~_____~~
Member, Finance & Rules Committee

~~_____~~

~~_____~~
Stephen R. Miller
Director of Human Resources

~~_____~~
Loretta L. Holt-Simmons

~~_____~~
Thomas M. Dupuy
Collective Bargaining Specialist

~~_____~~
_____ ~~_____~~
President, County Unit

JEFFERSON COUNTY BOARD OF LEGISLATORS
Resolution No. 310

Authorizing Employment Agreement with Jefferson County
Civil Service Employees Association Local 1000, AFSCME, AFL-CIO

By Legislator: Paul J. Warneck

Whereas, The attached employment agreement between the County of Jefferson and the Jefferson Local of the Civil Service Employees Association for the period of January 1, 2002 through December 31, 2005, has been arrived at through collective bargaining in accordance with Civil Service Law.

Now, Therefore, Be It Resolved, That Jefferson County enter into an agreement in the form hereto attached, with the Jefferson Local of the Civil Service Employees Association, and be it further

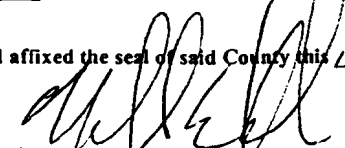
Resolved, That, pursuant to Section 450 of the County Law, the Chairman of the Board of Legislators be and is hereby authorized and directed to execute said agreement on behalf of Jefferson County.

Seconded by Legislator: Robert J. Thomas

State of New York)
County of Jefferson)

I, the undersigned, Clerk of the Board of Legislators of the County of Jefferson, New York, do hereby certify that I have compared the foregoing copy of Resolution No. 310 of the Board of Legislators of said County of Jefferson with the original thereof on file in my office and duly adopted by said Board at a meeting of said Board on the 13th day of November, 2001 and that the same is a true and correct copy of such Resolution and the whole thereof.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County this 14th day of December, 2001



Deputy Clerk of the Board of Legislators

The attached Code of Ethics
is provided solely for your
information and is not part
of the contract.

CODE OF ETHICS

ADOPTED BY THE JEFFERSON COUNTY BOARD OF SUPERVISORS ON OCTOBER 6, 1970.

Be it enacted by the Board of Supervisors of the County of Jefferson as follows:

Section 1. Pursuant to the provisions of section eight hundred six of the General Municipal Law, the Board of Supervisors of the County of Jefferson recognizes that there are rules of ethical conduct for public officers and employees which must be observed if a high degree of moral conduct is to be obtained and if public confidence is to be maintained in our unit of local government. It is the purpose of the Resolution to promulgate these rules of ethical conduct for the officers and employees of the County of Jefferson. These rules shall serve as a guide for official conduct of the officers and employees of the County of Jefferson. The rules of ethical conduct of this Resolution as adopted, shall not conflict with, but shall be in addition to any prohibition of article eighteen of the General Municipal Law or any other general or special law relating to ethical conduct and interest in contracts of municipal officers and employees.

Section 2. Definition, (a) "Municipal Officer or Employee" means an officer or employee of the County of Jefferson, whether paid or unpaid, including members of any administrative board, commission or other agency thereof. No person shall be deemed to be a municipal officer or employee solely by reason of being a volunteer fireman or civil defense volunteer, except a chief engineer or assistant chief engineer.

(b) "Interest" means a pecuniary or material benefit accruing to a municipal officer or employee unless the context otherwise requires.

Section 3. Standards of Conduct. Every officer or employee of the County of Jefferson shall be subject to and abide by the following standards of conduct:

(a) Gifts. He shall not directly or indirectly solicit any gift; or accept or receive any gift having the value of twenty-five dollars or more, whether in the form of money, services, loan, travel, entertainment, hospitality, thing or promise, or any other form under circumstances in which it could reasonably be inferred that the gift was intended to influence him, or could reasonably be expected to influence him, in the performance of his official duties or was intended as a reward for any official action on his part.

(b) Confidential information. He shall not disclose confidential information acquired by him in the course of his official duties or use such information to further his personal interest.

(c) Representation before one's own agency. He shall not receive, or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before any municipal agency of which he is an officer, member or employee or of any municipal agency over which he has jurisdiction or to which he has the power to appoint any member, officer, or employee.

(d) Representation before any agency for a contingent fee. He shall not receive, or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before any agency of his municipality, whereby his compensation is to be dependent or contingent upon any action by such agency with respect to such matter, provided that this paragraph shall not prohibit the fixing at any time of fees based upon the reasonable value of the services rendered.

(e) Disclosure of interest in legislation. To the extent that he knows thereof, a member of the Board of Supervisors and any officer or employee of the County of Jefferson, whether paid or unpaid, who participates in the discussion or gives official opinion to the Board of Supervisors on any legislation before the Board of Supervisors shall publicly disclose on the official record the nature and extent of any direct or indirect financial or other private interest he has in such legislation.

(f) Investments in conflict with official duties. He shall not invest or hold any investments directly or indirectly in any financial, business, commercial, or other private transaction, which creates a conflict with his official duties.

(g) Private employment. He shall not engage in, solicit, negotiate for, or promise to accept private employment or render services for private interests when such employment or service creates a conflict with or impairs the proper discharge of his official duties.

(h) Future employment. He shall not, after the termination of service or employment with such municipality, appear before any board or agency of the County of Jefferson in relation to any case, proceeding or application in which he personally participated during the period of his service or employment or which was under his active consideration.

Section 4. Nothing herein shall be deemed to bar or prevent the timely filing by a present or former municipal officer or employee of any claim, account, demand or suit against the County of Jefferson, or any agency thereof on behalf of himself or any member of his family arising out of any personal injury or property damage or for any lawful benefit authorized or permitted by law.



ADMINISTRATIVE MEMORANDUM POLICY AND PROCEDURES

County of Jefferson Board of Supervisors Office of County Administrator

Section: PERSONNEL

Issued: 4/90

Subsection: 3:04

Subsection: Smoking Regulations

Page: 1

POLICY:

In the interest of providing a safe and healthy environment for Jefferson County employees and visitors utilizing Jefferson County facilities, and in accordance with the provisions of state legislation, smoking is prohibited throughout facilities owned and operated by the County of Jefferson except in designated and identified smoking permitted areas.

REQUIREMENTS:

1. Smoking is defined as having a lighted cigarette, pipe, or other smoking material.
2. The preference of a non-smoker to smoke free air will prevail over an individual's preference to smoke.
3. Smoking is prohibited in corridors, restrooms, or on stairways; on elevators, in office lobbies, waiting rooms, meeting rooms, conference rooms, assembly spaces, classrooms, and areas containing equipment used by employees in common (i.e., copier and computer).
4. Smoking is prohibited in any enclosed or common work area occupied by more than one person, unless such area is occupied exclusively by smokers.
5. The County shall designate "smoking permitted areas" at County facilities. All designated smoking areas will be clearly marked and equipped with adequate ash receptacles and provided with sufficient ventilation.
6. Smoking shall be prohibited in County vehicles occupied by more than one person unless the occupants of such vehicle agree that smoking be permitted.
7. A private enclosed office, occupied exclusively by a smoker or smokers, may be designated as a "smoking permitted area." However, smokers shall refrain from smoking upon the request of a non-smoker or in the presence of the general public.
8. The Director of Public Health shall develop and implement smoking awareness and cessation programs to inform and assist County employees. Release time and County sponsorship will be provided to encourage participation in County cessation programs.
9. All areas where smoking is prohibited shall be clearly marked with "no smoking" signs utilizing the international "no smoking" symbol. Copies of the policy shall be conspicuously posted and available upon request.
10. All County employees shall be made aware of and provided a copy of this policy.

PROCEDURES:

1. Department heads shall be responsible for the enforcement and compliance with this policy within their departmental work areas.
2. It is the department head's responsibility to ensure their employees are aware of smoking restrictions, resolve conflicts involving smoking, and uphold the non-smokers reasonable objections if problems cannot be resolved.
3. The Buildings Department Security personnel shall be responsible for enforcement and compliance within all publicly accessible areas throughout the County buildings.
4. The Building Superintendent shall be responsible for the designation and signing of all "no smoking" and "smoking permitted" areas.
5. In work areas where space is shared by two or more employees, reasonable efforts should be made to accommodate individual preferences. If problems cannot be resolved, then the non-smokers objections shall prevail.
6. Any questions or complaints concerning the implementations of this policy should be reviewed with the department head. If unresolved, it should be referred in writing to the Office of the County Administrator.
7. Instances of failure to comply with this policy shall be reported to the County Administrator. The County Administrator shall keep the Board Chairman and jurisdictional committee of the Board apprised of non-compliance and initiate appropriate corrective action.

REFERENCES:

1. New York State Public Health Law Article 13-E
2. Jefferson County Board of Supervisors Resolution No. 73

EFFECTIVE: April 1, 1990

ISSUED:

James W. Wright
County Administrator



ADMINISTRATIVE MEMORANDUM POLICY AND PROCEDURES

County of Jefferson Board of Supervisors

Office of County Administrator

Section: PERSONNEL

Issued: 12/89

Subsection: 3.03

Subsection: Drug Free Workplace

Revised:

Page: 1

POLICY:

Jefferson County shall maintain a drug-free and alcohol-free workplace. The unlawful use, possession, manufacture, dispensing, or distribution of controlled substances or the use of alcoholic beverages by a County employee in the workplace is prohibited. As a condition of employment, County employees are required to abide by the terms of this policy.

REQUIREMENTS:

1. A. Employees shall notify their department head of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
 - B. In the event that an employee so convicted is employed in a position funded by a federal grant, the department head shall notify the federal grantor agency of such conviction within ten days from the date that the employee has provided notice or the department head has otherwise become aware of such conviction.
 - C. Within thirty days of receiving notice of or becoming aware of such conviction, the department head shall initiate appropriate personnel action against such employee, up to and including termination and/or requiring such employee to participate satisfactorily in a drug abuse or alcohol abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency. Each case requiring personnel action shall be considered and evaluated on its own merits and, where applicable, the action shall be consistent with the terms of existing collective bargaining agreements.
2. The Director of Personnel and the Director of Community Services shall cooperatively develop and implement a drug-free and alcohol-free awareness program to inform employees about:
 - A. The dangers of drug and alcohol abuse in the workplace.
 - B. The County's policy of maintaining a drug-free and alcohol-free workplace.
 - C. Any available drug and alcohol counseling and rehabilitation programs.
 - D. The penalties that may be imposed upon employees for drug abuse and alcohol abuse violations occurring in the workplace.
3. All County employees shall be made aware of and provided a copy of this policy.
4. Instances of failure to comply with this policy shall be reported to the County Administrator. The County Administrator shall keep the Board Chairman and jurisdictional committee of the Board apprised of non-compliance and initiate appropriate corrective action. Any question relative to the intent of this policy shall be subject to a determination of the appropriate jurisdictional committee of the Board or the Board of Supervisors if necessary.

REFERENCES:

1. Jefferson County Board of Supervisors Resolution No. 352, 1989
2. Drug-Free Work Place Act, Public Law 100-690, Title V, Subtitle D

EFFECTIVE: Immediately

ISSUED: November 21, 1989

James W. Wright
County Administrator



ADMINISTRATIVE MEMORANDUM POLICIES AND PROCEDURES

County of Jefferson

Board of Legislators

Office of the County Administrator

Section:	Human Resources	Issued:	5/00	Subsection:	3.06
Subsection:	Sexual Harassment	Revised:		Page:	1

POLICY: Sexual Harassment

Jefferson County is committed to serving the public efficiently and effectively, and to providing its employees, clients and patrons with an environment which is conducive to optimum performance. Any form of discriminatory behavior prevents employees from performing up to their fullest potential and also creates an offensive and adverse environment for employees and clients. Sexual harassment is a form of unlawful discrimination and is a violation of Jefferson County policy.

REQUIREMENTS:

1. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
 - a. Submission to such conduct is made explicitly or implicitly a term or condition of an individual's employment;
 - b. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual; or
 - c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.
2. Sexual harassment is prohibited conduct for all Jefferson County employees and constitutes grounds for disciplinary action.
3. All County employees shall be made aware of and provided a copy of this policy.

PROCEDURES:

1. Department heads shall have the primary responsibility for enforcement and compliance with this policy.
2. All employees of Jefferson County are responsible to notify their supervisor or Department Head immediately regarding incidents of sexual harassment. If the supervisor is alleged to be the individual who engaged in sexual harassment the notification will be made directly to the Department Head. If the Department Head is alleged to be the individual who engaged in sexual harassment the notification will be made directly to the Director of Human Resources or his/her designee.



ADMINISTRATIVE MEMORANDUM POLICIES AND PROCEDURES

County of Jefferson

Board of Legislators Office of the County Administrator

Section:	Human Resources	Issued:	5/00	Subsection:	3.06
Subsection:	Sexual Harassment	Revised:		Page:	2

3. Allegations of sexual harassment will be investigated promptly and thoroughly. Investigations will be handled in a professional manner while maintaining confidentiality except as is reasonably necessary to investigate and remedy the matter.
4. If an employee feels that he or she has been subjected to sexual harassment, an attempt may be made to resolve the problem through informal procedures if such a course of action is appropriate under the circumstances.
5. If the employee feels that informal resolution of the matter is not appropriate or if an attempt at informal resolution was ineffective, the employee shall make a written report using the official complaint form through his/her immediate supervisor or the Department Head. If the employee is unable to make the report of harassment to his/her immediate supervisor or the Department Head, the report will be made to the Director of Human Resources or his/her designee. (Jefferson County Office Bldg., 2nd Floor, 175 Arsenal St., Watertown, N.Y., ph. # 785-3147)
6. If a complaint of sexual harassment is made and an inquiry indicates that the charge is unlikely to be resolved informally, or an attempt at informal resolution has been unsuccessful, then the Department Head or the Director of Human Resources may institute more formal procedures to correct the problem.
7. Threats or other forms of intimidation and retaliation against a complainant or any other party reporting or acting pursuant to this policy are violations of the policy and constitutes grounds for disciplinary action.
8. Knowingly making a false report impedes the effectiveness of this policy and constitutes grounds for disciplinary action.

REFERENCES:

1. Jefferson County Board of Legislators' Resolution No. 133, 2000.
2. Title VII Civil Rights Act of 1964.
3. Civil Rights Act of 1991.
4. New York State Executive Law §290 *et seq.*