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# **AGREEMENT**

by and between the

## **COUNTY OF WARREN**

and

## CSEA, Local 1000 AFSCME, **AFL-CIO**

**Since 1910** New York's LEADING Union

NYS PUBLIC EMPLOYMENT RELATIONS BOARD

JUL 0 7 2009

**ADMINISTRATION** 

Warren County General Unit Warren County Local 857

January 1, 2008 - December 31, 2011

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AGREEMENT MADE AS OF THE 19th day of October 2007 between the COUNTY OF WARREN, NEW YORK, hereinafter referred to as the COUNTY and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, for the WARREN COUNTY GENERAL UNIT, of the WARREN COUNTY LOCAL 857, hereinafter referred to as the CSEA,

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

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

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

#### ARTICLE I - APPLICABLE LAW

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

## ARTICLE II - RECOGNITION

- a. The County recognizes CSEA as the sole and exclusive bargaining agent with unchallenged representation status for the maximum period permitted by law, for all employees of the County in the bargaining unit and with respect to the terms and conditions of employment and the settlement of grievances.
- b. The CSEA shall have the sole and exclusive right to represent all employees in the bargaining unit in any and all proceedings under the Public Employees Fair Employment Act under the terms and conditions of this Agreement; to designate its own representatives and to appear before the appropriate official of the County to effect such representation.
- c. All County employees shall be free to join or refrain from joining CSEA without fear of coercion, reprisal or penalty from CSEA or the County.

#### ARTICLE III - GENERAL BARGAINING UNIT

## Section 1. Bargaining Unit

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

All Elected Officials Department Heads Clerk of the Legislative Board Secretary to Clerk of Legislative Board Deputy Clerk of Legislative Board County Court Judge Confidential Law Assistant to County Court Judge Family Court Judge Surrogate Court Judge Commissioner of Jurors District Attorney Assistant District Attorney Administrator of Assigned Counsel Coroner County Auditor County Treasurer **Deputy County Treasurer** County Budget Officer Purchasing Agent Director of Real Property Tax Service Agency Deputy Director of Real Property Tax Service Agency County Clerk

**Deputy County Clerk** 

County Attorney

**Assistant County Attorney** 

Personnel Officer

Commissioners of Board of Elections

Deputy Commissioners of Board of Elections

**Building Superintendent** 

Systems Analyst Programmer

Court Officers and Court Attendants

Sheriff

Undersheriff

Patrol Officers - Part-time

Special Patrol Officers

Patrol Officers - Seasonal

Correctional Officers - Part-time

Fire Coordinator

**Deputy Fire Coordinator** 

Relief Dispatcher, Fire Control

Civil Defense Director

Supervising Nurse, Public Health Services

Medical Director, Physically Handicapped Children

Director, TB Clinic

Commissioner of Social Services

Deputy Commissioner of Social Services

Director, Mental Health

Director, Social Services

Director, Administrative Services

Social Services Attorney

Administrator, Westmount Infirmary

**Director of Nursing** 

Physicians, Westmount Infirmary

Consulting Pharmacist, Westmount Infirmary

Director, Veterans Service Agency

Sealer of Weights and Measures

Historian

Administrator, County Planning Board

Secretary, County Planning Board

All Employees, Regional Planning Board

County Veterinarian

Superintendent of Public Works

Deputy Superintendent of Public Works

Senior Engineer, Department of Public Works

General Highway Foreman

Auto Mechanic Foreman

Deputy Department Heads Executive Housekeeper **Assistant Directors** County Planning Board County Planner Planning Assistant Planning Administrator Associate Planner Mental Health Programs Analyst Mental Health Fiscal Officer Manpower Account Manager Dietetic Service Supervisor Non-deputized Communication Officers First Patrol Officers Civil Law Enforcement Officers Patrol Sergeants Patrol Officers Communications Operators **Correction Officers** All Managerial and Confidential Employees

#### <u>ARTICLE IV – GENERAL CONDITIONS</u>

#### Section 1. Prohibition of Strike

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

#### Section 2. Dues Deduction

- a. The County grants to CSEA exclusive payroll deduction or membership dues and insurance premiums from the pay of CSEA members and upon presentation to the County Treasurer of appropriate deduction authorization cards signed by the individual employee, the County shall make and remit such deductions to the office of Finance Officer, CSEA, Inc., Capital Station Box 7125, Albany, New York 12224-0125.
- b. No other employee organization shall be accorded similar payroll deduction privileges throughout the term of this agreement.
- c. The County shall deduct from the wages of employees and remit, at least monthly to the Hudson River Credit Union, amounts which have been authorized by employees who have signed the appropriate payroll deduction authorization permitting such deduction. An employee's payroll deduction authorization may not be amended

more than two times during any calendar year.

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

## Section 3. Past Practices

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

## Section 4. Reservation of County Rights

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

#### Section 5. Furnishing of Copies of Agreement

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

#### Section 6. Mandatory Legislative Language

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

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

#### Section 7. Nondiscrimination

The County and CSEA agree to administer their obligations under this agreement in a manner which will be fair and impartial to all employees and there shall be no discrimination against any employee because of age, race, creed, color sexual orientation, national origin military status, sex, disability, predisposing genetic characteristics, or marital status by either CSEA or the County by virtue of an employee's participation or nonparticipation in CSEA affairs.

#### Section 8. CSEA Representatives

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

#### Section 9. Employee Data

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

#### Section 10. Union Representative Visitations

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

#### ARTICLE V - SALARY AND COMPENSATION PLAN

#### Section 1.

For 2008, 2009, 2010 and 2011, the employees will be paid in accordance with the attached salary charts, which shall be based on 1.75% plus 1.75% calculations for years one to four and 3.5% calculation for years five and ten. For steps eighth and ninth the step shall be adjusted as the County proposed and will be phased out. There shall be a longevity payment of \$500 added on to the salary of such employee who will complete fifteen (15), twenty (20), twenty-five (25), and thirty (30) years of continuous employment during the employee's respective anniversary year.

The parties agree to move to the "form" County's proposed salary scheduled, both that of new hires and current workforce. The following applies to that statement:

- Longevity shall not be displayed but shall be clearly listed on the same page as the salary schedule.
- The CSEA agrees to the percentage increased proposed by the County regarding the new hires salary schedule, however, in no case shall the newly hired salary schedule result in such employees receiving more salary compensation than that of the current workforce.
- The newly hired salary schedule shall result in such employees reaching job rate no later than 5 years from commencement employment.

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

#### Section 1. Workweek, Workday

- a. The regular workweek in all departments of Warren County shall be 40 hours consisting of five consecutive workdays. All departments in Warren County service will remain open and operate on a 40-hour week during the entire year. The hourly wage rate of all full time employees for all calculations contained in this Agreement shall be determined by dividing the annual salary of the employee by 2080 hours.
- b. The regular hours of work in each day shall not exceed eight (8) hours, except that the hours worked when attending an authorized out-of-town conference, training class, seminar or similar educational class may be more than 8 hours but not more than eleven (11) hours when the Department Head (or designee) and the employee agree that the time worked over 8 hours (not more than 11), will be taken as authorized time off later in the same workweek". Agreement by the Department Head and employee must be in writing using a form provided by the County Attorney and approved by CSEA. If an agreement is not reached it is understood that the Department will either pay overtime or not authorize/require the employee to attend the conference, training class, seminar or similar education class for more than eight (8) hours. This provision "the exception" concerning hours worked when attending an authorized out-of-town conference, training class, seminar or similar education class shall terminate and no longer be part of this collective bargaining agreement one year after the date of execution of this agreement unless both parties agree to extend the same by separate written agreement.
- c. Regular full time office employees working at the Warren County Municipal Center shall be allowed a one-hour lunch period included in the eight-hour day. All other employees shall have a one-half hour lunch period included in the eight-hour day.

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

### Section 2. Overtime

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- a. When an employee is authorized or required by the Department Head to work in excess of 40 hours per week, or more than 8 hours in one day, he shall be entitled to receive compensation at the rate of time and one-half of his hourly rate of pay as defined in Section 2(b) of this Article (Overtime Compensation), except no overtime compensation shall be required under circumstances where an agreement is reached pursuant to 1(b) above.
- b. For the purpose of computing overtime for all employees, the hourly rate shall be determined by dividing the annual salary of the employee by 2080 hours. Paid sick leave, paid holidays, paid vacation days, paid personal days and paid bereavement leave will be considered as time worked in computing overtime in a 40-hour workweek.
- c. All payments for overtime shall be paid to the employee at the next regularly scheduled pay period.

## Section 3. Highway Personnel Exception

- a. All highway personnel shall have the voluntary option to work the regularly scheduled eight (8) hour/five (5) day workweek or a ten (10) hour/four (4) day workweek effective June 14, 2004 through September 19, 2004, subject to the following:
  - 1. Supervisory coverage must be maintained.
- 2. Highway Department personnel shall have the option to make their personal choice up until close of business, June 11, 2004.
- 3. Once choices have been made, individuals must remain in their selection until September 19, 2004.
- 4. The County and CSEA agree to meet and confer throughout the period identified in 3(a) herein, should problems arise, with the intent of resolving such problems.
- 5. Should problems arise that cannot be resolved, the parties agree to return to the negotiated workday/workweek (8 hours/5 days).

- 6. CSEA agrees, conditioned that this deviation remains voluntary, that grievances arising as a result of this agreement, shall not be arbitrable.
- 7. This particular workday/workweek deviation may be introduced by either party each year, for consideration and implementation if both parties agree to do so.

#### Section 4. Compensatory Time

- a. Compensatory time shall not be permitted. All time worked in excess of the regular 8 hour day or 40 hour week will be considered as overtime and payment for such overtime will be made at the next regularly scheduled payroll period, except no overtime compensation shall be required under circumstances where an agreement is reached pursuant to 1(b) above.
- b. No employee shall work overtime unless authorized by his department head prior to the time worked.

#### Section 5. Miscellaneous Compensation

- a. Eligible employees in the Department of Public Works, the Social Services Department, the Probation Department, and the Public Heath Department shall be allowed, as a reimbursement, up to the following amounts for meal expenses in accordance with the regulations and rules set up by each respective department head: Breakfast \$7.00; Lunch \$8.00; Dinner \$10.00.
- b. County employees working other than the scheduled daytime hours shall receive a shift differential as follows:
- 1. Afternoon shift, 4:00 p.m. to 12:00 midnight, or 3:00 p.m. to 11:00 p.m., whichever is applicable, 5% additional to hourly rate.
- 2. Night shift, 12:00 midnight to 8:00 a.m. or from 11:00 p.m. to 7:00 a.m., whichever is applicable, 10% additional to hourly rate.
- 3. An employee who has worked the evening shift as his regular workweek, for a period of at least 12 months prior to January 1, 1974, and continues to work this evening shift as his regular workweek will be paid for vacation, sick leave and personal leave based on the weekly salary he is presently receiving including the premium compensation for shift work.
- 4. Cooks and food service helpers who work from 5 a.m. to 1 p.m. at Westmount Infirmary or from 6 a.m. to 2 p.m. at the County Residential Hall shall receive ten percent (10%) additional to their hourly rate for all hours worked between

the beginning of their shift and 7 a.m. at Westmount Infirmary and between the beginning of their shift and 8 a.m. at the County Residential Hall; cooks and food service helpers who work from 10:30 a.m. to 6:30 p.m. or from 11 a.m. to 7 p.m. at Westmount Infirmary or the County Residential Hall shall receive five percent (5%) additional to their hourly rate for all hours worked from 4 p.m. until the end of their shift at County Residential Hall and from 3p.m. until the end of their shift at Westmount Infirmary.

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- c. The County will reimburse an employee required by the County to use his private automobile for County business at the reimbursement rate allowed by the Internal Revenue Service as nontaxable income.
- d. Except for prescheduled work, the County will provide a guarantee of three (3) hours call-in at a rate of time and one-half in the event an employee is called back to work by his foreman or department head after the completion of an eight (8) hour day and the employee has punched out his time card and departed for home and before the commencement of such employee's next workday.
- e. The standby schedule for caseworkers in the Department of Social Services will remain as structured in 1988, with all caseworkers participating in their proper time sequence. The nurses in the Public Health Department will work a revised schedule for weekends and holidays; however, in the event it becomes necessary for a nurse in the Public Health Department to be on standby, the payments provided in this paragraph shall be applicable. Caseworkers and nurses on weeknight standby shall receive \$20.00 per night for weeknight standby duty; caseworkers and nurses on weekend standby shall receive \$60.00 per weekend for weekend standby duty (weekend defined as Saturday through Monday a.m.). Holidays shall not be included in weekend standby. Caseworkers and nurses who are not scheduled to work the full holiday and who are on standby shall receive \$30 per holiday for holiday standby. Personnel who are unable to comply with the standby schedule for compelling reasons shall submit in writing to the Commissioner of Social Services or the Director of Patient Services, respectively, their specific justification for requesting removal from the list. The Commissioner or Director respectively shall respond in writing to their request, and, if denied, the rationale for doing so.
- f. The County agrees to reimburse employees for the costs of the following licenses or certifications, but only if the employee is required to have the license or certificate to meet the qualifications of the position of employment with the County and to perform the work:

CDL License

**CNA Certification** 

The benefit referred to herein shall only due and payable by the County after the employee successfully completes the required probation periods.

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

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

- a. Full time employee: A person who is employed by the County for a 12-month period of time and who works 35 hours per week or more.
- b. Part-time employee: A person who is employed by the County for a 12-month period and who works less than 35 hours per week, but more than 20 hours per week.
- c. Less than half-time employee: A person who is employed by the County for a 12-month period and who works 20 hours or less per week.
- d. Temporary and seasonal employee: A person who is employed for a particular program or project for a period not exceeding six months.

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

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

## ARTICLE VII - HOLIDAYS

## Section 1.

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

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

## Section 2. Weekend Holidays

- a. Full time employees will be paid the regular weekly salary without deduction when one of the above holidays is observed during the workweek.
- b. Part-time employees will be paid at their regular wage for the day when a holiday falls or is observed within their respective workweek schedule.
- c. Temporary employees as defined herein will be paid their regular wage for the day where a holiday falls or is observed within their respective workweek schedule.
- d. If a holiday falls on a Sunday it will be observed on the next day thereafter. If it falls on a Saturday it will be observed on the preceding Friday.
- e. If a holiday falls on any other day, the General Construction Law and amendments then in effect will govern the day of its observance.
- f. If a holiday falls during a vacation period, the day will not be charged against the employee's vacation credits. Vacation days are charged solely against working days.
- g. Any employee required to work on one of the scheduled holidays shall be paid time and one-half plus the holiday pay if the holiday falls during the employee's regular workweek schedule.
- h. Any employee called into work on a contract holiday shall be paid time and one-half plus the holiday pay.
- i. An employee who works at a County facility having a seven (7) day operation whose normal workday falls on a holiday or who is called in on a holiday shall be paid in accordance with the rates stated in Section 2(g) and Section 2(h) of this article respectively. An employee whose normal day off falls on a paid holiday shall receive an additional day's pay for the holiday.

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

## Section 3. Holiday Pay Eligibility

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

In the event an employee at a County facility operating seven days a week shall be denied holiday pay by reason of this provision, the employee shall have the right, within the same payroll period of the holiday or the payroll period immediately following said payroll period, to appeal the denial to the Human Resources Director who shall determine whether the employee shall be paid for the holiday. In making a decision the Human Resources Director shall allow the employee, the employee's immediate Supervisor, the CSEA President or other designated representative and Administrator to be heard. The Human Resources Director's shall render the decision in writing and shall include the basis or rational for the decision. The decision shall be delivered to the employee, the employee's supervisor, the CSEA President or designee and the Administrator.

#### Section 4. Floating Holidays

Subject to the provisions herein, full-time employees shall be entitled to two additional days off with pay at their usual daily rate. These days shall be known or referred to as floating holidays and shall be used within restricted periods of time. One floating holiday shall be taken between January 1st and June 30th of each year. The other shall be taken between July 1st and December 31st of each year. The days may be used in conjunction with vacation or personal days. Rules concerning scheduling and/or use shall be the same as those applicable to vacation days. The days must be taken. Days earned and not taken through no fault of the employee shall be treated in the same manner as vacation days not taken under the same circumstances. Part-time employee shall receive the benefit of the floating holidays in thesame proportion as the ratio of the number of hours the employees work to the number of hours in the regular work week. In their first year, a new employee shall be entitled to the floating holidays provided thatthenew employee was on the payroll at the time of the actual Lincoln's Birthday holiday or Election day.

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

#### Section 1. Vacation Leave

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

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

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

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

Month of EmploymentVacation DaysJanuary, February, March5 daysApril, May4 daysJune, July3August, Septemberdays2October, Novemberdays1 day

- b. Vacation leave may be taken in multiples of not less than one-half day. A vacation day taken the day before or day after a holiday must be approved in advance by the department head.
- c. The period of employment referred to above shall be for a period of total service in Warren County employment. Vacation credits shall be computed from the day of entry into County service.
  - d. A day of vacation shall be a working day.
- e. Vacation credits shall be computed from the day of entry into County service and computed on January 1 of each year. For the purpose of determining the effective date of earned vacation the period of service shall be computed from the 1<sup>st</sup> day of January in the year the employee was first appointed.
- f. Vacations shall be scheduled with the approval of the employee's department head, which approval shall not be unreasonably withheld. All vacations shall be taken in the calendar year during which the employee becomes entitled thereto. Vacation credits shall not be carried over from one calendar year to another or used in whole or in part any year except the year in which it is due; provided, however, that the County will allow an employee (1) to carry part of the vacation time earned in one calendar year over into the succeeding calendar year upon advance notice to the department head, and solely as a continuation of a planned trip commenced in the 12<sup>th</sup> month of the calendar year; or (2) to carry over up to 5 vacation days, not taken through any fault of the employee, into the succeeding calendar year, upon notice to the department head by December 1 of the current calendar year, to be taken no later than February 28 of the succeeding calendar year.
- g. All vacation time must be taken; however, vacation time earned and not otherwise taken through no fault of the employee as provided herein, shall be paid to an employee at the time of his termination of service.
- h. Part-time employees and full time employees who work less than forty hours per week will be entitled to vacation credits based on their regular workday and regular

#### workweek.

i. In order to be paid for a vacation day, the employee must work the employee's last scheduled workday before and after the vacation day, except with the employee's supervisor's approval. In the event an employee at a County facility operating seven days a week shall be denied vacation pay by reason of this provision, the employee shall have the right, within the same payroll period of the vacation or the payroll period immediately following said payroll period, to appeal the denial to the Human Resources Director who shall determine whether the employee shall be paid for the vacation day. In making a decision the Human Resources Director shall allow the employee, the employee's immediate Supervisor, the CSEA President or other designated representative and Administrator to be heard. The Human Resources Director's shall render the decision in writing and shall include the basis or rational for the decision. The decision shall be delivered to the employee, the employee's supervisor, the CSEA President or designee and the Administrator.

#### Section 2. Sick Leave

- a. 1 Absence from duty by an employee by reason of sickness or disability of himself or herself shall be considered "sick leave",
- a. 2 Absence from duty by an employee by reason of sickness or disability of an immediate member of employee's family shall also be considered "sick leave", provided, however, 1) the sickness or disability of the immediate family member must require the physical presence and actual assistance of the employee; 2) a full time employee may use no more then 5 or the maximum number of the sick leave days the employee has available for use, whichever is less, in any calender year for immediate family member sickness or disability and the number of days available for use by the part-time employee shall be that portion of 5 days which is in the same proportion to the number of hours worked when compared to full time employees and in no event shall exceed that the employee has accrued; 3) the use of sick leave for immediate family sickness or disability shall be subject to the same rules of use as are applicable to the employee's use of sick leave for employee's own sickness or disability including disciplinary action should the sick leave not be used in accordance with the rules specified herein; 4) the use of sick leave for immediate family sickness or disability shall be subtracted from or charged to the employee's accumulated sick leave balance in the same manner as if used for the employees own sickness or disability; 5) immediate family member shall mean mother, father, husband, wife, brother, sister, child, grandparent, grandchild, mother-in-law, father-in-law, and any relative or person residing in the immediate household of the employee; and 6) this benefit or privilege of using sick leave for immediate family member sickness or disability shall end December 31, 2009, unless extended by separate written agreement by CSEA and the County Board of Supervisors, such agreement being completely optional.

b. No employee shall receive any part of his compensation while absent from duty because of sickness or disability except as herein provided.

- c. A full time employee who is paid on an annual basis shall be entitled to sick leave with pay on the basis of one working day per month and no more than twelve working days in each year. Such sick leave with pay shall be granted to the employee by the department head. The department head may require a physician's statement for any absence of more than three consecutive days.
- d. The twelve working days per year allowed to an employee for such leave with pay may be accumulated to a maximum of 165 days, and may be kept to his or her credit for future sick leave with pay.
- e. In the event that any employee utilizes the sick leave benefits provided by this section while not actually sick, such employee will be subject to disciplinary proceedings.
- f. In the event that an employee has not used all of his accumulated sick leave at the time of his retirement, he shall be paid in cash at the hourly rate then in effect, for one-half of the accumulated sick leave to his credit, with a maximum of 70 days to be paid in cash.
- g. Part-time employees will earn sick leave credits based on their workday and workweek.
- h. The twelve working days per year allowed to an employee for sick leave will be earned at the rate of 1 day of sick leave for each calendar month of employment in County service.
- i. Employees shall be allowed to take sick leave in no less than one hour intervals.
- j. A sick leave incentive of \$400 shall be paid by the last pay period before December 25 of each year to any employee who has not taken sick leave from December 1 to the following November 30.
  - k. The following shall be applicable for voluntary sick leave donations:
- 1. A voluntary sick leave donation drive for a County employee will be allowed, and such drive will be administered by CSEA.
- 2 The sick leave donation drive will allow CSEA to obtain a voluntary contribution of not more than one sick leave day from any full time bargaining unit employee desiring to donate a sick leave day to the recipient employee, up to a

maximum total of 50 sick leave days from all voluntary contributors. In order to be eligible to donate a sick leave day, the donating employee must have at least 10 accumulated sick leave days. The maximum number of days to be contributed for all recipient employees shall be 450 per year. The recipient employee of the donated sick leave days must have exhausted all accumulated sick leave and all other types of leaves and has been out of work for more than 30 days in any calendar year due to a chronic, prolonged, catastrophic and/or disabling illness or injury.

- 3. CSEA will notify the County of the names of the individuals who have voluntarily donated a sick leave day to the employee, up to a maximum of 50 names for each recipient, and provide the County with a signed voluntary sick leave donation form, a copy of which is attached hereto and made a part hereof, for each contributor. The donated sick leave day will then be deducted from the sick leave accrual of the contributor, and credited to the recipient employee's sick leave accrual.
- 4. CSEA agrees to indemnify and hold the County harmless from and against any and all demands, claims, suits or other form of liability, including reasonable attorney's fees, that may arise out of, or by reason of, any action resulting from the implementation or administration of this voluntary sick leave donation program.
- 5. The parties may adjust this sick leave donation program by mutual agreement.

### Section 3. Personal Leave

- a. Personal leave is leave with pay for personal business, including religious observance, without charge against accumulated vacation credits.
- b. An employee in County service shall be entitled to personal leave not exceeding a total of 3 days in each year.
- c. Personal leave shall not be cumulative and no part thereof shall be carried over from one calendar year to another. Unused personal leave shall not be liquidated in cash at the time of separation, retirement or death.
- d. Personal leave shall be granted only by prior approval of the department head and only at a time convenient to the Department, and may be taken in multiples of not less than one hour.
- e. 1. An employee shall not be entitled to personal leave time until after four months of continuous employment.
- 2. Each new full time permanent employee shall be credited with one day of personal leave after four months of continuous employment and one additional day of personal leave after eight months of continuous employment and by an additional

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

#### Section 4. Leave of Absence

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

#### b. Medical Leave and Education Leave

- 1. An unpaid medical leave may be requested for a period not to exceed 90 days at a time. Extensions of such authorized medical leave will be granted after an approval by the Department Head and the Personnel Committee of Warren County.
- 2. Unpaid educational leave may be requested up to a period not to exceed 10 months.
- c. All requests for leave shall be approved by the Department Head and the Warren County Personnel Officer prior to the granting of leave. An employee shall receive a reason in writing for any denial of a request for leave; however, the denial of such leave or the reasons therefor shall not be subject to review under the grievance procedure of this contract.
- d. Upon termination of an authorized leave of absence, the employee will be reinstated without interruption of service, rights and benefits.
- e. In the event an employee is reinstated in his old position within two months from the date he has resigned or for any reason has left his position, he will be reinstated with all his accumulative rights and benefits as if no interruption in service had occurred.
- f. In the event an employee reenters County service after having terminated his service for any reason whatsoever and is not reinstated within two months from the date his service has terminated, such employee shall not be entitled to vacation credits based on total service until he has completed two years of continuous service from the date of reentering County service.

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

- a. Employees may be absent from work without loss of pay by reason of death in the immediate family up to a maximum period of three working days, commencing from the date of death of the family member or day before the funeral. Immediate family includes only mother, father, husband, wife, brother, sister, child, grandparent, grandchild, mother-in-law, father-in-law and any relative or person residing in the immediate household of the employee.
- b. Employees may be absent from work without loss of pay for one day to attend the funeral of the employee's brother-in-law, sister-in-law, or grandparent-in-law.
- c. When extreme weather conditions will not allow for a burial until spring, an employee may reserve and schedule a day of the bereavement leave discussed above for such reason.

#### Section 6.

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

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

## Section 1. - Health Insurance

- a. Effective January 1, 2008, commencing with the first day of the month immediately following permanent, full time employment with the County, the County shall contribute the sum of \$170 per month or the monthly premium of the lowest cost health provider, whichever is less, toward the premium for individual coverage. The balance of the applicable health insurance premiums, if any, shall be paid by the employee through payroll deduction. If the individual premium for the lowest cost health provider (MVP, CDPHP, Community Blue HMO, Empire HMO, NYSHIP or equivalent) exceeds \$152 per month, the County shall increase its contribution toward the health insurance premium by an amount equal to 85% of the difference between the individual premium for the lowest cost health provider minus \$152.
- b. Effective January 1, 2008, commencing with the first day of the month immediately following permanent, full time employment with the County, the County shall contribute up to the sum of \$357 per month or the monthly premium of the lowest cost health provider, whichever is less, toward the premium for two-person coverage. The balance of the applicable health insurance premiums, if any, shall be paid by the employee through payroll deduction. If the two-person rate for the lowest cost health provider (MVP, CDPHP, Community Blue HMO, Empire HMO, NYSHIP or equivalent) exceeds \$332 per month, the County shall increase its contribution toward the two-person premium by an amount equal to 85% of the difference between the two-person premium for the lowest cost health provider minus \$332.

- c. Effective January 1, 2008, commencing with the first day of the month immediately following permanent, full time employment with the County, the County shall contribute up to the sum of \$510 per month or the monthly premium of the lowest cost health provider, whichever is less, toward the premium for family coverage. The balance of the applicable health insurance premiums, if any, shall be paid by the employee through payroll deduction. If the family rate for the lowest cost health provider (MVP, CDPHP, Community Blue HMO, Empire HMO, NYSHIP or equivalent) exceeds \$494 per month, the County shall increase its contributions toward the two person premium [family?] by an amount equal to 85% of the difference between the family premium for the lowest cost health provider minus \$494.
- d. Two members of the same family employed by the County may only be enrolled in one health insurance plan. However, if two members of the same family employed by the County are eligible to be enrolled in a two-person plan, each employee may enroll in their own individual plan but the County will contribute a maximum total amount equal to the County's contribution for a two person plan.
- e. In no event shall the County pay more than the premium of the health provider selected by the employee, even if the formula set forth in paragraphs (a), (b), and (c) above, results in the County's portion of the premium being greater than that due and payable for coverage.
  - f. All Health Care coverage shall be offered with a maximum co-pay of \$25.00.
- g. The County may offer Health Net Retiree Medicare Plan with 10/30/50 RX or a similar plan as an option for medicare eligible retirees, in accordance with the same contribution formula as proposed with other Health Insurance Coverages and with the understanding as set forth above that if the County's calculated portion of the premium is greater than the premiums, there shall be no payment of the difference to the employee.

#### Section 2. Dental Insurance

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

#### Section 3. Health Insurance Incentive

Employees who are eligible for health insurance coverage as defined in Section 1 herein and who do not take health insurance will receive \$50.00 per month if the employee is eligible for individual coverage, or \$100.00 per month if the employee is

each year. In order to obtain the health insurance incentive, the employee must document to the County that other health insurance is available and the employee must sign a release to the County waiving any rights to health insurance coverage and releasing the County from any other health related liability. If an employee who has elected this option loses his other health insurance coverage, he must immediately notify the personnel office and his coverage will be reinstated upon the employee making the appropriate payment of the premium, if such premium is due, and otherwise satisfying the eligibility requirements. However, in order for the health insurance incentive referred to in this section to become effective, there must be at least 25 existing bargaining unit members who cancel their existing health insurance coverage with the County.

#### Section 4. Flexible Spending Account

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

#### Section 5. NYPERL

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

#### Section 6. Re-opener

In the event that, during the term of this collective bargaining agreement, the County desires to effect a change from the health care plans currently offered through multiple health insurance carriers to a multi-plan option through a single health insurance carrier or some hybrid thereof or mix of carriers, and such change will result in a plan which is substantially similar to or better then that currently offered through the multiple carrier approach now used at a cost which is the same or lower for the employee, CSEA agrees to negotiate such change in good faith and not raise unreasonable objections.

### <u>ARTICLE X - RETIREMENT PLANS AND DEATH BENEFITS</u>

#### Section 1. Career Retirement Plan

The County shall forthwith adopt a resolution providing for a career retirement plan for County employees pursuant to Section 75-i of the Retirement and Social Security Law of the State of New York. The foregoing shall be amended to the extent necessary to reflect changes in the Retirement and Social Security Law of the State of New York as it

applies to so-called "Tier Three" category employees. New York State laws and implementation by the New York State Retirement and Social Security system.

## Section 2. Guaranteed Ordinary Death Benefit

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

#### ARTICLE XI - GRIEVANCES

- a. The parties hereby agree to the following procedures in handling grievances:
- Step 1. When a grievance is made by an employee, the employee shall meet with his supervisor and attempt to resolve the matter informally. The employee shall notify the CSEA representative of the grievance.
- Step 2. In the event the grievance is not resolved informally, it shall be reduced to writing within 10 working days from the informal stage, and presented to the Department Head. The aggrieved employee shall meet with the Department Head to attempt to resolve the grievance. The aggrieved employee may be accompanied by the CSEA representative.
- Step 3. In the event such grievance is not satisfactorily resolved by the Department Head, a written appeal may be filed with the Labor-Management Committee of the Board of Supervisors within 10 working days after the aggrieved employee has received the decision of the Department Head. The Labor-Management Committee of the Board of Supervisors shall investigate the grievance, and shall notify the aggrieved employee and the CSEA representative of its decision within fifteen (15) working days after it has received the written appeal.
- Step 4. In the event that such grievance is not satisfactorily resolved by the Labor-Management Committee of the Board of Supervisors, the matter may then be referred by either party to arbitration before an impartial arbitrator to be mutually agreed upon by the parties. If the parties cannot agree on an impartial arbitrator, the parties shall use the services of the American Arbitration Association for the selection of an arbitrator.
  - b. The following shall apply to this entire grievance procedure:
- 1. A grievance is defined as a claim of an alleged violation of this agreement with respect to its application or interpretation, which claim shall not include any matter for which a method of review is prescribed by law or by any rule or

regulation of the Civil Service Commission having the force and effect of law.

2. All grievances shall include the name and position of the aggrieved

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

- 3. No written grievance shall be entertained and such grievance is waived, unless the written grievance was forwarded to the Department Head within 30 working days after the aggrieved employee knew or should have known of the act or condition upon which the grievance is based.
- 4. Failure to comply with the time limits set forth in this entire Article is intended to be, and shall be, considered a complete bar to the continued processing of any grievance or legal action, unless mutually agreed upon in writing by both parties.
- 5. In the event that an aggrieved employee has submitted the subject matter of the grievance to any forum, including administrative agencies, judicial bodies or the courts, the employee may not utilize this grievance procedure.
- 6. The CSEA and the County shall bear equally the fees and expenses of the arbitration stage of the grievance, exclusive of attorneys' fees.

#### <u>ARTICLE XII – DISCHARGE</u>

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

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

#### ARTICLE XIII - MISCELLANEOUS PROVISIONS

## Section 1. Posting of Job Vacancies

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

#### Section 2. Coffee Breaks

es.

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

### Section 3. Annual Statement of Accrued Time

During the month of February in each year or as soon thereafter as may be practicable, the County shall prepare and distribute to each employee in County service a statement of his accrued credits for vacation and sick leave as of the end of the prior calendar year and a statement of any such other credits or leave time the employee shall be entitled to during the ensuing year which are not accumulative.

#### Section 4. Review of Time Cards

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

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

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

#### Section 6. Medicare Premiums

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

## Section 7. Workers' Compensation Relmbursement

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

#### Section 8. Disability Insurance

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

## Section 9. Jury Duty Compensation

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

#### Section 10. Emergency Recall from Leave

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

#### Section 11. Overtime Distribution

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

#### Section 12. Safety Standards

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

## Section 13. Foul Weather Gear, Boots and Other Clothing

Employees required to work outside shall be provided with foul weather gear as needed. The following boots and other clothing shall be provided or reimbursed by the County, but only if the employee is required by Management to wear the same to meet the qualifications of the position or perform the work:

## <u>Department of Public Works/Buildings and Grounds/Parks, Recreation and Railroad/Airport:</u>

Shirts - annually

Boots - annually

Hats - as needed

Gloves - as needed

Coats - every couple of years as needed

Vests & Coveralls - kept by Buildings and Grounds, used as needed Hard hats & Goggles - kept by Buildings and Grounds, used as needed

#### Westmount Health Facility

Maintenance workers

Boots - annually

#### Countryside Adult Home:

Maintenance workers

Boots - annually

Requests for clothing should be addressed with the Department Head, reimbursement will only be considered if the County is unable to make the purchase and approval is given prior to purchase by employee.

#### Section 14. Out-of-Title Work

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

### Section 15. Training Programs

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

#### Section 16. Employee Indemnification

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

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

- a. Sections 80, 81 and 85 of the Civil Service Law shall cover County employees referred to in those sections for abolition of positions, suspensions, demotions and preferred lists.
- b. "Manpower" employees shall have first preference in the filling of permanent vacancies in the job to which that employee was hired under "Manpower."

## Section 18. Labor/Management Committee

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

### Section 19. Required Testing and License Fees

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

#### Section 20. Americans with Disabilities Act

The County and CSEA shall comply with the applicable provisions of the Americans

with Disabilities Act.

#### Section 21. Direct Deposit

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

## Section 22 – Check Envelopes

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

#### Section 23 - New Employee Orientation and Union Participation

Whenever the County holds an orientation involving a new CSEA Union employee, a CSEA Representative shall be invited to be present and provide information with regard to the CSEA Union and Union benefits.

## Section 24 - Overnight Hotel Stays

If employees are required to stay over night at Hotels or similar facilities while on County business, then each employee shall be entitled to their own separate room at County expense.

#### Section 25 - Inland Marine Policy

The County has added an endorsement to its Inland Marine Policy which adds employee tools coverage for a \$129,000 limit effective 5/18/07 with a \$1,000.00 deductible. Ending or terminating such coverage shall be subject to negotiation. The County may, from time to time, arrange for similar insurance coverage with other carriers without negotiations or consultation with the Union, so long as the total amount of coverage is not less than \$129,000 and the deductible not greater than \$1,000.00. If an event occurs which causes damage or loss of employees tools and such event is covered by the said endorsement, the County will be responsible for the payment of the deductible, not the employees.

#### ARTICLE XIV - WAIVER

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

## **ARTICLE XV - EFFECTIVE DATE**

This agreement shall be effective January 1, 2008 and shall end on December 31, 2011.

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

APPROVEDAS TO FORM:	BY: <u>Jedenth Marre</u> , 1-33-00 Chairman, Warren County Board of Supervisors
	WARREN COUNTY UNIT OF THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.  BY:  Jon Premo, LRS, CSEA, Inc.
	Laura O Lane
	Brench Helton Treasures
	Session UP.

GRADE 2 Cleaner

Clerk

Food Service Helper

Hospital Aide Institutional Aide

Laborer

Laundry Worker

Supervisor of Volunteers

Van Driver Meal Site Cook

Meal Site Manager Aging Services Aide

GRADE 3 Leisure Time Activities Aide

Typist Ward Clerk WIC Clerks

Hatchery Aide

Physical Therapy Aide WIC Program Aide

GRADE 4 Account Clerk

Cook

D.E. Machine Op

Index Clerk

**Janitor** 

Senior Clerk

Senior Stenographer - Secretary

Senior Typist – Secretary Stenographer – Secretary Storeroom/Printshop Assistant

Tourism Specialist
WIC Assistant
Assistant Manager
Food Service Manager
Aging Services Assistant

**CNA** 

GRADE 5 Account Clerk-Typist

Charge Aide

Motor Equipment Operator (Light)

Motor Vehicle License/Registration Clerk

Records Clerk

Youth Services Specialist

Legal Clerk

Recreational Aide

Motor Vehicle Registration/Enforcement Clerk

**GRADE 6** Bldg Maint Man

**HEAP Examiner** 

Messenger

Senior Data Entry Operator

Working Supervisor **WIC Nutrition Aide** Personnel Clerk

**Building Maintenance Worker** 

Motor Coach Promoter

**GRADE 7** Auto Mechanic Helper

**Licensed Practical Nurse** 

Motor Equipment Operator (Medium)

Principal Stenographer Senior Account Clerk Probation Asst.

**GRADE 8** Administrative Assistant

Airport Maintenance Worker

**Employment & Training Coordinator** 

**Graphics Desktop Publisher** Heavy Equipment Operator

Nurse Technician

Senior Account Clerk/Typist Social Welfare Examiner

**Support Collector** Support Investigation

**GRADE 9 Auto Mechanic** 

> **Employment & Training Counselor** Leisure Time Activities Director

Personnel Technician Sign Maintenance Worker

Welder

GRADE 10 Draftsman

**Engineering Technician** 

**Highway Construction Supervisor** 

Principal Account Clerk Senior Records Clerk

Sign Maintenance Supervisor

Social Work Assistant

Specialist, Services for the Aging Records Management Technician

GRADE 11 Senior Social Welfare Examiner

> Senior Support Collector Social Services Investigator

### Principal Account Clerk/Typist

GRADE 12 WIC Nutritionist
Resource Assistant
Principal Acct Clerk/Comp Sys Op
Senior Engineering Technician

GRADE 13 Building Maintenance Mechanic
Mechanical Storekeeper
Tax Map Technician
Data Coordinator
JTPA Coordinator

GRADE 14 Caseworker
CASA Coordinator
Health Educator

GRADE 15 Senior Caseworker
Accounting Supervisor
Principal Social Welfare Examiner
Rehabilitation Specialist
Staff Development Coordinator
Senior Employment & Training Counselor
Supervising Support Investigator
WIC Coordinator

GRADE 16 Sr. Tax Map Technician Sr. Bldg Maint Mechanic WIC Dietitian WIC Nutrition Counselor

GRADE 17 Fire & Building Code Enforcement Officer Case Supervisor B

GRADE 18 Senior Planner

GRADE 19 Coordinator, Services for the Aging Probation Officer RPN

GRADE 20 CHN RPN Supervisor

GRADE 21 PHN

## **SAL2008** \*

	2008 -	2007	2006	2005	2004-02	 2001-00	1999-95	1994-90	1989-85	1984-80	1979	
Grades	First	Second	Third	Fourth	Fifth	Eighth	Tenth	Fisteen	Twenty	Twentyfive	Thirty	
1	21,921	22,305	22,695	23,092	24,015	25,506	26,226	26,726	27,226	27,726	28,226	
2	22,503	22,897	23,298	23,706	24,654	26,134	26,853	27,353	27,853	28,353	28,853	
3	22,988	23,390	23,799	24,215	25,186	26,658	27,378	27,878	28,378	28,878	29,378	
4	24,059	24,480	24,908	25,344	26,358	27,812	28,532	29,032	29,532	30,032	30,532	
5	25,032	25,470	25,916	26,370	27,424	28,861	29,581	30,081	30,581	31,081	31,581	
6	26,101	26,558	27,023	27,496	28,596	30,015	30,734	31,234	31,734	32,234	32,734	
7	27,559	28,041	28,532	29,031	30,193	31,587	32,308	32,808	33,308	33,808	′ 34,308	
8	28,697	29,199	29,710	30,230	31,439	32,814	33,534	34,034	34,534	35,034	35,534	
9	29,702	30,222	30,751	31,289	32,540	33,899	34,619	35,119	35,619	36,119	36,619	
10	30,867	31,407	31,957	32,516	33,817	35,154	35,874	36,374	36,874	37,374	37,874	
11	31,351	31,900	32,458	33,026	34,349	35,678	36,398	36,898	37,398	37,898	38,398	
12	31,839	32,396	32,963	33,540	34,882	36,203 ·	36,923	37,423	37,923	38,423	38,923	
13	32,812	33,386	33,970	34,564	35,949	37,255	37,974	38,474	38,974	39,474	39,974	
14	33,590	34,178	34,776	35,385	36,799	38,092	38,813	39,313	39,813	40,313	40,813	
15	34,564	35,169	35,784	36,410	37,868	39,144	39,864	40,364	40,864	41,364	41,864	33
16	35,587	36,210	36,844	37,489	38,988	40,246	40,966	41,466	41,966	42,466	42,966	ω.
17	37,282	37,934	38,598	39,273	40,846	42,075	42,795	43,295	43,795	44,295	44,795	
18	38,133	38,800	39,479	40,170	41,777	42,992	43,712	44,212	44,712	45,212	45,712	
19	38,978	39,660	40,354	41,060	-	43,905	44,625	45,125	45,625	46,125	46,625	
20	40,647	41,358	42,082	42,818	44,532	45,705	46,425	46,925	47,425	47,925	48,425	
21	41,679	42,408	43,150	43,905	45,620	46,740	47,490	47,990	48,490	48,990	49,490	

<sup>\* 3.5%</sup> salary increase on base from 2007 determined by

<sup>1)</sup> multiply the previous year STEP first by 1.75% and then by 1.75% multiply first to get second, second to get third and third to get fourth.

<sup>2)</sup> Multiply step fifth and tenth by 3.5%, eighth and ninth require individual calculation of salary due to longevity and previous years salary, and to account for the fact the same will be phased out.

<sup>3) \$500</sup> longevity payments are added in years 15, 20, 25 and 30.

## SAL2009

	2009	2008	2007	2006	2005-02	2001	2000-96	1995-91	1990-86	1985-81	1980	
Grades	First	Second	Third .	Fourth	Fifth .	Nineth	Tenth	Fisteen	Twenty	Twentyfive	Thirty	
1	22,305	22,695	23,092	23,496	24,856	26,348	27,144	27,644	28,144	28,644	29,144	
2	22,897	23,298	23,706	24,121	25,517	26,998	27,793	28,293	28,793	29,293	29,793	
3	23,390	23,799	24,215	24,639	26,068	27,541	28,336	28,836	29,336	29,836	30,336	i
4	24,480	24,908	25,344	25,788	. 27,281	28,735	29,531	30,031	30,531	31,031	31,531	
5	25,470	25,916	26,370	26,831	28,384	29,821	30,616	31,116	31,616	32,116	32,616	
6	26,558	27,023	27,496	27,977	29,597	31,015	31,810	32,310	32,810	33,310	33,810	
7	28,041	28,532	29,031	29,539	31,250	32,642	33,439	33,939	34,439	34,939	35,439	
8	29,199	29,710	30,230	30,759	32,539	33,912	34,708	35,208	35,708	36,208	36,708	
9	30,222	30,751	31,289	31,837	33,679	35,035	35,831	36,331	36,831	37,331	37,831	
10	31,407	31,957	32,516	33,085	35,001	36,334	37,130	37,630	38,130	38,630	39,130	
11	31,900	32,458	33,026	33,604	35,551	36,876	37,672	38,172	38,672	39,172	39,672	
12	32,396	32,963	33,540	34,127	36,103	37,420	38,215	38,715	39,215	39,715	40,215	
13	33,386	33,970	34,564	35,169	37,207	38,509		39,803	40,303	40,803	41,303	
14	34,178	34,776	35,385	36,004	38,087	39,375		40,671	41,171	41,671	42,171	34
15	35,169	35,784	36,410	37,047	39,193	40,464		41,759	42,259	42,759	43,259	(n)
16	36,210	36,844	37,489	38,145	40,353	41,604		42,900	43,400	43,900	44,400	
17	37,934	38,598	39,273	39,960		43,497		44,793	45,293	45,793	46,293	
18	38,800	39,479	40,170	40,873	43,239	44,446	-	45,742	46,242	46,742	47,242	
19	39,660	40,354	41,060	41,779		45,391		46,687	47,187	47,687	48,187	
20	41,358	42,082	42,818	43,567		47,254			49,050		50,050	
21	42,408	43,150	43,905	44,673	•	48,326			50,152	50,652	51,152	

## SAL2010

	2010	2009	2008	2007	2006-02	····	2001-97	1996-92	1991-87	1986-82	1981	
Grades	First	Second	Third	Fourth	Fifth		Tenth	Fisteen	Twenty	Twentyfive	Thirty	
1	22,695	23,092	23,496	23,907	25,726		28,094	28,594	29,094	29,594	30,094	
2	23,298	23,706	24,121	24,543	26,410		28,766	29,266	29,766	30,266	30,766	
3	23,799	24,215	24,639	25,070	26,980		29,328	. 29,828	30,328	30,828	31,328	
4	24,908	25,344	25,788	26,239	28,236		30,565	31,065	31,565	32,065	32,565	
5	25,916	26,370	26,831	27,301	29,377		31,688	32,188	32,688	33,188	33,688	
6	27,023	27,496	27,977	28,467	30,633	•	32,923	33,423	33,923	34,423	34,923	
7	28,532	29,031	29,539	30,056	32,344		34,609	35,109	35,609	36,109	36,609	
8	29,710	30,230	30,759	31,297	33,678	•	35,923	36,423	36,923	37,423	37,923	
9	30,751	31,289	31,837	32,394	34,858		37,085	·37,585	38,085	38,585	39,085	
10	31,957	32,516	33,085	33,664	36,226		38,430	38,930	39,430	39,930	40,430	
11	32,458	33,026	33,604	34,192	36,795		38,991	39,491	39,991	40,491	40,991	
12	32,963	33,540	34,127	34,724	37,367		39,553	40,053	40,553	41,053	41,553	
13	33,970	34,564	35,169	35,784	38,509		40,679	41,179	41,679	42,179	42,679	
14	34,776	35,385	36,004	36,634	39,420		41,577	42,077	42,577	43,077	43,577	35
15	35,784	36,410	37,047	37,695	40,565		42,703	43,203	43,703	44,203	44,703	(1)
16	36,844	37,489	38,145	38,813	41,765		43,884	44,384	44,884	45,384	45,884	
17	38,598	39,273	39,960	40,659	43,756		45,843	46,343	46,843	47,343	47,843	
18	39,479	40,170	40,873	41,588	44,752		46,825	47,325	47,825	48,325	48,825	
19	40,354	41,060	41,779	42,510	45,745		47,804	48,304	48,804	49,304	49,804	
20	42,082	42,818	43,567	44,329	47,704		49,732	50,232	50,732	51,232	51,732	
21	43,150	43,905	44,673	45,455	48,870		50,872	51,372	51,872	52,372	52,872	

## SAL2011

	2011	2010	2009 .	2008	2007-03	·	2002-98	1997-93	1992-88	1987-83	1982	
Grades	First	Second	Third '	Fourth	Fifth		Tenth	Fifteen	Twenty	Twentyfive	Thirty	
1	23,092	23,496	23,907	24,325	26,626		29,077	29,577	30,077	30,577	31,077	
2	23,706	24,121	24,543	24,973	27,334		29,773	30,273	30,773.	31,273	31,773	
3	24,215	24,639	25,070	25,509	27,924		30,354	30,854	31,354	31,854	32,354	
4	25,344	25,788	26,239	26,698	29,224		31,635	32,135	32,635	33,135	33,635	
5	26,370	26,831	27,301	27,779	30,405	•	32,797	33,297	33,797	34,297	34,797	
6	27,496	27,977	28,467	28,965	31,705		34,075	34,575	35,075	35,575	36,075	
7	29,031	29,539	30,056	30,582	33,476	,	35,820	36,320	36,820	37,320	37,820	
8	30,230	30,759	31,297	31,845	34,857		37,180	37,680	38,180	38,680	39,180	
9	31,289	31,837	32,394	32,961	36,078		38,383	38,883	39,383	39,883	40,383	
10	32,516	33,085	33,664	34,253	37,494		39,775	40,275	40,775	41,275	41,775	
11	33,026	33,604	34,192	34,790	38,083		40,356	40,856	41,356	41,856	42,356	
12	33,540	34,127	34,724	35,332	38,675	,	40,937	41,437	41,937	42,437	42,937	
13	34,564	35,169	35,784	36,410	39,857		42,103	42,603	43,103	43,603	44,103	
14	35,385	36,004	36,634	37,275	40,800		43,032	43,532	44,032	44,532	45,032	36
15	36,410	37,047	37,695	38,355	41,985		44,198	44,698	45,198	45,698	46,198	` '
16	37,489	38,145	38,813	39,492	43,227		45,420	45,920	46,420	46,920	47,420	
17	39,273	39,960	40,659	41,371	45,287		47,448	47,948	48,448	48,948	49,448	
18	40,170	40,873	41,588	42,316	46,318		48,464	48,964	49,464	49,964	50,464	
19	41,060	41,779	42,510	43,254			49,477	49,977	50,477	50,977	51,477	
20	42,818	43,567	44,329	45,105			51,473	51,973	52,473	52,973	53,473	
21	43,905	44,673	45,455	46,250			52,653	53,153	53,653	54,153	54,653	

## Warren County Voard of Supervisors

RESOLUTION NO. 664 OF 2007

Resolution introduced by Supervisors Gabriels, Kenny, Haskell, Belden, Stec, F. Thomas and Sokol

AUTHORIZING EXECUTION OF CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. COLLECTIVE BARGAINING AGREEMENT EFFECTIVE AS OF DATE OF EXECUTION THROUGH DECEMBER 31, 2011

WHEREAS, the Warren County Board of Supervisors has adopted resolutions recognizing the Warren County Chapter of the Civil Service Employees Association, Inc., (CSEA) as the sole bargaining representative for County employees in the General Unit, and as a result of collective bargaining, a proposed agreement has been reached establishing the terms and conditions of employment and compensation of employees in the General Unit for a term to commence January 1, 2008 and to terminate December 31, 2011, now, therefore, be it

RESOLVED, that the proposed memorandum of agreement outlining the terms of the proposed agreement between the County of Warren and CSEA negotiated by the County's representatives and now presented to this Board of Supervisors is hereby ratified and approved, and that the Chairman of the Board of Supervisors be, and hereby is, authorized to execute an agreement on behalf of the County of Warren with the General Unit of the CSEA which incorporates the terms of said memorandum of agreement, for a term commencing on the date of the execution of the collective bargaining agreement and terminating December 31, 2011, and in the form approved by the County Attorney.