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AGREEMENT

by and between

WYOMING COUNTY

and

CSEA, Local 1000 AFSCME, AFL-CIO

Hospital Supervisors Unit Wyoming County Local 861

January 1, 2009 – December 31, 2011

18

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AGREEMENT

This is an agreement effective the 1st day of January, 2009, by and between Wyoming County (hereinafter referred to as the Employer) and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, Hospital Supervisors Unit Wyoming County Local 861 (hereinafter referred to as the Union).

ARTICLE I - RECOGNITION

Section 1.1: The Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of the agreement for all Wyoming County Community Hospital Supervisory employees of the Employer. Excluding however, Director of Nursing, Director of Healthcare Information Systems, Assistant Director Outpatient Services, Assistant Director of Nursing Acute, Assistant Director of Nursing (Emergency Services), Assistant Director Nursing (Nursing Facility), Director of Outpatient Services, Hospital Administrator, Assistant Hospital Administrator, Hospital Finance Director, Nursing Facility Administrator, Director of Nursing Service-Acute, Director of Nursing Service-Nursing Facility, Administrative Physicians, and Director of Outpatient Services, Director of Pharmaceutical Services, Director of Operations and Planning, Director of Reimbursement and Budget, and Assistant Director of Outpatient Services.

Both the County and the Union agree to allow for the transfer of functions outside the bargaining unit. However, the parties agree that no present bargaining unit member shall experience a loss of present employment, or demotion in current grade level, due to the aforementioned transfer of functions.

<u>Section 1.2:</u> The Employer shall deduct from the wages of the employees, and shall remit to the Union, regular membership dues and CSEA insurances for those employees who have signed authorizations permitting such payroll deductions.

Section 1.3: The Hospital Supervisors Unit, Wyoming County Local #861, CSEA, Inc. Local 1000, AFSCME, AFL-CIO, affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, slow down, or demonstration interfering with departmental operations, or to impose an obligation upon its members to conduct, assist or participate in such a strike.

<u>Section 1.4:</u> CSEA having been certified as the exclusive representative of the employees covered under the collective bargaining unit shall be entitled to have monies deducted from the wages or salaries of employees of the aforementioned bargaining unit who are not members of CSEA in the amount equivalent to the annual dues levied by CSEA for full time and part time employees who are members.

The fiscal disbursing officer shall deduct and transmit the amount of monies as determined by the employment status (part-time or full-time) of the employee(s) who is not a member and as established by CSEA to the CSEA in the same form and manner that he/she is now transmitting the dues paid by the employees who are members. All agency shop fees deducted shall be sent to: CSEA, Inc., 143 Washington Avenue, Albany, New York 12210 on a monthly basis. The agency shop deduction shall be accompanied by a list indicating the name and address of those who are not members of CSEA.

ARTICLE II MANAGEMENT RIGHTS

Section 2.1: The Employer retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business or in supplying its services, and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services; to determine whether and to what extent the work required in operating its business 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 sole right to discipline, suspend and discharge employees for cause; to hire, lay off, assign, transfer, promote, demote and determine the qualifications of employees; to determine the schedule of its various departments, and to determine the starting and quitting time and the number of hours to be worked; subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement, or provided by law.

<u>Section 2.2:</u> The above rights of the Employer are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to the Employer. Any and all rights, powers and authority which 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 III RECIPROCAL RIGHTS

Section 3.1: The CSEA shall have the sole and exclusive right with respect to other organizations to represent all employees in the heretofore defined negotiating unit in any and all proceedings under the Public Employees Fair Employment Act, under any other applicable law, rule regulation, or statute, or under the terms and conditions of this Agreement, and to designate its own representatives and to appear before any appropriate official of the Employer to effect such representation, to direct, manage, and govern its own affairs, to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the Employer or any of its agents. The CSEA shall have the sole and exclusive right to pursue any matter or issue to any court of competent jurisdiction, whichever is appropriate; and shall not be held liable to give any non-member any of its professional, legal, technical, or specialized services.

<u>Section 3.2:</u> The Employer recognizes the right of employees to designate representatives of the Civil Service Employees Association, Inc., to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to terms and conditions of this Agreement and to reasonably visit employees during working hours. Such employee representatives shall also be permitted to appear at public hearings before the Board of Supervisors upon the request of the employees.

<u>Section 3.3:</u> The Union shall have the right to post notices and communications on the bulletin boards maintained on the premises and facilities of the Employer, subject to the approval of the contents of such notices and communications by the Personnel Officers of the Employer or his designee. The officers and agents of the Wyoming County Local #861, C.S.E.A., Inc., should have the reasonable right to visit the Employer's facilities for the purpose of adjusting grievances and administering the terms and conditions of this Agreement.

ARTICLE IV GRIEVANCE PROCEDURE

<u>Section 4.1:</u> The purpose of this Article is to provide the sole method for settlement of grievances as defined herein and such grievances shall be settled in accordance with the following procedure.

STEP 1: The grievance shall be presented in writing by the aggrieved employee to his immediate supervisor, with or without his CSEA representative at the employee's option, within ten (10) business days from the date of knowledge of the cause or occurrence giving rise to the grievance, or from the date the grievant should reasonably have known of such cause or occurrence. Group grievances, presenting common issues of fact and contract interpretation, shall be presented within the same time limit to the lowest ranking supervisor common to all grievants within the group. If discussion of the grievance with the immediate supervisor does not result in resolution of the grievance within seven (7) business days, the employee or group may proceed to Step 2.

STEP 2: The aggrieved employee, or in the case of a group grievance, the aggrieved group, may within ten (10) business days from the time provided for the completion of Step 1, submit the grievance to the appropriate department head (where that is not the immediate supervisor), or in the case of the Hospital to the Administrator or his designated representative, who within ten (10) business days after receiving the written grievance shall convene a meeting between the aggrieved employee and his CSEA representative for the purpose of resolving the grievance. If discussion of the grievance at this level does not result in resolution of the grievance within five (5) business days, the employee or group may proceed to Step 3.

STEP 3: The aggrieved employee or group of employees may submit the grievance to the Chairman of the Board of Supervisors by filing a request for review with the Clerk of the Board of Supervisors within seven (7) business days from the time provided for the completion of Step 2. Within ten (10) business days thereafter, the Chairman or his designated representative shall convene a meeting between the aggrieved employee or a representative or the aggrieved employee group, his CSEA representative(s) and the Chairman or his designated representative(s) for the purpose of resolving the grievance. If the grievance is not resolved within ten (10) business days following the said meeting, the grievance may be submitted to arbitration, as provided in Step 4.

STEP 4: If the grievance is not resolved in Steps 1, 2 or 3, either the Union or the Employer may submit the matter to arbitration by written notice to the other within ten (10) work days after receipt of an answer from the meeting held in Step 3. Selection of the arbitrator shall be in accordance with Section 4.8. The arbitrator shall apply the express terms of this Agreement to the issues presented by the grievance and to the facts which he determines to exist on the basis of the evidence presented, but he shall have no power to add to, subtract from, or modify any provisions of this agreement in making his award. The arbitration shall be conducted in accordance with the Rules of the New York State Public Employment Relations Board, and the expenses of the arbitrator shall be shared equally by the parties. The decision of the arbitrator shall be final and binding on both parties.

<u>Section 4.2:</u> Failure of an employee to present or process a grievance within the time limits set forth in Steps 1, 2, 3 and 4 shall automatically and fully conclude the grievance. Failure of the Employer to answer a grievance within the time limits specified in Steps 1, 2 or 3, shall automatically entitle an employee to move the grievance to the next step in a timely manner. This time limitation for each step of this procedure may be waived by written agreement of the parties only.

<u>Section 4.3:</u> This procedure shall not affect any right otherwise afforded an employee to bring an action at law in connection with any alleged violation of the employee's rights, provided the employee has exhausted his remedies hereunder. The grievance and arbitration provisions of this Article shall, however, be the exclusive procedure by which an employee may review a disciplinary action or discharge.

<u>Section 4.4:</u> An employee shall commence a six-month probationary period from his most recent date of hire. Following completion of this probationary period, an employee may be discharged only for just cause. Discharge for other than just cause following completion of the probationary period shall be subject to the grievance procedure set forth in this Article.

Section 4.5: The grievance procedure shall be effective only as to the grievances arising as the result of events occurring on or after the effective date of this Agreement.

<u>Section 4.6:</u> The grievance and arbitration provisions of Article IV are adopted in lieu of and as a replacement for the provisions of Sections 75 and 76 of the Civil Service Law of the State of New York, and the provisions of Sections 75 and 76 are hereby waived with respect to employees covered by this Agreement.

In any instance in which the appointing authority seeks to discipline an employee, a written notice of discipline shall be served upon the employee.

Service of the notice of discipline shall be made by personal service, if possible, and if such service cannot be effectuated by personal service, it shall be made by registered or certified mail, return receipt requested.

The notice shall contain the reason(s) for the discipline, including a description of the alleged acts and/or conduct, and the dates, times and places such acts occurred. Said notice shall also include the penalty the Employer seeks. A copy of the notice shall be served concurrently upon the Unit President. An employee who is suspended without pay, or the penalty sought is termination, shall be allowed to waive all steps of the procedures contained in this Section 4.6 prior to arbitration, and proceed directly to final and binding arbitration. An employee shall not be disciplined for acts which occurred more than eighteen (18) months prior to the notice of discipline, except where the incompetence or misconduct complained of, and described in the charges would constitute a crime pursuant to the Laws of the State of New York.

In no event shall the employee be suspended for more than ten (10) working days. Any suspension beyond ten (10) working days must be with pay, subject to a final decision of an arbitrator.

1. No employee shall be required to submit to an interrogation by a supervisor or department head if the information sought is to be used against the employee in a disciplinary proceeding, or after a notice of discipline has been served on such employee, or after employee's resignation has been requested, unless the employee is notified in advance that he/she has the right to have CSEA representation during such proceeding.

Section 4.7: Definitions

(a) "Employee" shall refer to any person within the bargaining unit described in Paragraph 1.1 of this Agreement.

- (b) "Grievance" shall refer to any dispute or controversy between an individual employee covered by this Agreement and the Employer arising out of the alleged violation, misinterpretation or improper application of this Agreement, or any work rules, procedures or regulations of the County issued under Article II of this Agreement.
- (c) "Business Days" shall exclude weekends or holidays in computing time limits hereunder.

Section 4.8: Selection of Panel of Arbitrators:

For the purpose of this Article, ten (10) arbitrators shall be selected jointly by the Union and the Employer to hear grievance discipline arbitration cases. The Union and the Employer shall review the list of arbitrators annually and shall jointly agree upon which arbitrators shall remain on the list and any new arbitrators to be placed on the list alphabetically. Arbitrators shall be called to hear discipline or discharge cases beginning with the name of the first arbitrator on the list and thereafter moving down the list until it is exhausted. When this occurs, the parties shall return to the name of the first arbitrator on the list and the process shall be repeated.

ARTICLE V SENIORITY

<u>Section 5.1:</u> Seniority shall be defined as the length of continuous service with the Employer. Subject to the applicable provisions of the Civil Service Law, the Employer shall layoff employees covered under the collective bargaining unit on the basis of an ascending order of seniority beginning with the layoff of the employee who has the least seniority within the aforementioned bargaining unit, and shall thereafter continue to layoff excess employees from the bargaining unit in the same ascending order until the total number of employees required to decrease the work force is established.

By written notice to the Employer within five (5) working days after layoff, laid off employees shall be entitled to exercise their seniority, as above defined, to displace employees with lesser seniority on job titles for which they are presently qualified. Recall shall be in the inverse order of layoff.

- <u>Section 5.2:</u> Subject to the Civil Service Law, an employee shall lose his seniority only upon the following:
- (1) Resignation (except where reinstated within a period permitted by applicable provisions of the Civil Service Law);
 - (2) Discharge;
 - (3) Retirement;
 - (4) Refusal of a recall to employment;
 - (5) Layoff for a period exceeding one (1) year
- <u>Section 5.3:</u> The relative seniority of two or more employees hired or appointed on the same date shall be in the order of their hiring or appointment by the hiring or appointing officer.

ARTICLE VI JOB VACANCIES

<u>Section 6.1:</u> When a job vacancy or vacancies occur within the County employment covered by this Agreement, the Employer will post in a conspicuous location at the agreed upon work locations and distribute for posting to the Union an announcement of such vacancies at least fifteen (15) calendar days prior to the date they are to be filled, except in the event of an emergency. Announcements of such vacancies shall contain the title of the positions to be filled, minimum qualifications required for appointment, and the number and work location of vacancies. The Employer shall notify the CSEA Unit President in writing of all jobs filled on an emergency basis.

Section 6.2: When such vacancies are announced as provided herein, employees who wish to be considered for appointment to such vacancies shall be allowed to file appropriate notice therefore with the appointing authority; provided however, that such notice must be filed within ten (10) days following the date of initial posting and distribution for posting of an announcement of the vacancy.

<u>Section 6.3:</u> After the appropriate notice(s) have been filed by the employee(s) with the Employer, the vacancy or vacancies shall be filed within the following format with seniority being the determining factor when other job qualifications are considered fairly equal, and provided that there is no conflict with the New York State Civil Service Law, including the right of the Employer to select one of three persons certified as standing highest on an eligible list for appointment or promotion within the competitive class.

Preference for filling job vacancies shall be determined in the following manner:

- 1) First preference shall be given to those employees presently working within the department to whom the vacancy will result in a promotion.
- 2) Second preference shall be given to those employees whose transfer would result in a lateral transfer of job title and pay grade.
- 3) Third preference shall be given to those employees whose transfer would result in a new job title but remain in the same pay grade.
- 4) Fourth preference shall be given to all other County employees.

ARTICLE VII LEAVES WITHOUT PAY

<u>Section 7.1:</u> Leaves of absence without pay may be granted for a period not exceeding two (2) years, at the sole discretion of the Employer. Such leaves shall not be unreasonably withheld.

Section 7.2: A full-time or regular part-time employee who is either pregnant or has arranged for elective surgery or other treatment which will result in disability or desires parenting leave by reason of adoption of a child shall be granted a leave of absence without pay for a period up to six (6) months (seven (7) months for adoption provided below), which maybe extended by the Employer, upon written request of the employee, up to a total leave of one (1) year. Such an extension shall be given where either the employee, or where pregnancy is involved, her new born child, is not in good health following either the treatment or the termination of the employee's pregnancy, whichever is applicable.

Adoption shall be defined as the process by which a person assumes guardianship and permanent custody of a child and shall include all periods beginning with the initial placement of the child as well as child care and parenting that leads to said guardianship and custody. An employee may begin his or her leave for adoption purposes, if he or she desires on the date the child is placed with him or her and continue such leave for thirty (30) days following the date guardianship and permanent custody is awarded to the aforementioned employee.

<u>Section 7.3:</u> The employee shall report to the Employer the existence of pregnancy, scheduled surgery, or other treatment or adoption proceedings including placement as soon as reasonably practicable.

<u>Section 7.4:</u> The Employer may thereafter place the employee on leave at such time as he cannot safely or reasonably perform the duties of his job, or at such earlier time as the employee requests such leave. A decision by the Employer to place the employee on leave pursuant to this section shall be subject to review pursuant to Article IV (Grievance Procedure). Notwithstanding the language of this Section 8.4, the employer shall place an employee on leave for adoption purposes earlier than scheduled only if the employee requests that the leave begin on a date prior to the date initially selected by the employee.

Section 7.5: The employee may be allowed to reduce the period of leave without pay by the use of any or all earned credits.

<u>Section 7.6:</u> A physician's statement as to the fitness of the employee for the performance of his duties may be required at any time before such leave commences, and may be required prior to the employee's return to duty.

<u>Section 7.7:</u> Whenever possible, an employee who has complied with the procedures above shall be placed in his former job and shift, following his return to duty.

<u>Section 7.8:</u> An employee on such leave shall give notice to his department head, or at the Hospital, to the Administrator or his designated representative, at least two (2) weeks but not more than four (4) weeks prior to his intended return to work.

<u>Section 7.9:</u> Leaves of absence without pay shall be granted for military duty as required by law. The County may, in its sole discretion, grant leave with or without pay for appropriate conferences, without limitation as to geographic location, with reimbursements for specified expenses thereof.

ARTICLE VIII ASSOCIATION REPRESENTATIVE

<u>Section 8.1:</u> The Union shall be allowed to designate one (1) delegate to attend the semiannual conventions of the CSEA as a representative of the Union, upon two (2) weeks' notice to the Hospital Administrator or his designated representative.

Section 8.2: Attendance at such convention shall be at the expense of the employee, except that an employee shall have the right to use accumulated personal or vacation leave for this purpose. The Union shall be allowed a total of five (5) man days in the aggregate each year of the contract for designated delegates to attend semiannual conventions of the CSEA without loss of pay. In addition, leave without loss of pay or leave credits shall be granted to any duly elected or appointed officer or representative of the Unit to attend Regional or Statewide meetings of the Civil Service Employees Association, Inc. or a Committee thereof. The leave granted herein shall not exceed an aggregate total of ten (10) work days per year.

<u>Section 8.3:</u> The CSEA Labor Relations Specialist and Insurance Representative shall be allowed access to employees covered hereunder on the Employer's property and during working hours, provided that he shall give reasonable notice on his arrival to the Hospital Administrator or his designated representative, and provided that he shall not unreasonably interfere with the normal operation of the department to which access is allowed.

<u>Section 8.4:</u> Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this Agreement shall be permitted a reasonable amount of time free from their regular duties without loss of pay to fulfill these obligations, which have as their purpose the maintenance of harmonious and cooperative relations between the Employer and the employees and the uninterrupted operation of government.

<u>Section 8.5:</u> The President of the Unit or the Union Steward (but not both in any given situation) shall be permitted to act as the grievance representative in all formal stages of the grievance procedure after STEP 1 without loss of pay in the event that a grievance cannot be resolved short of STEP 2.

ARTICLE IX COMPENSATION

Section 9.1:

Effective January 1, 2009, each employee's hourly rate and annual salary in effect on December 31, 2008, shall be increased by two (2.0%) per cent.

Effective January 1, 2010, each employee's hourly rate or annual salary in effect on December 31, 2009, shall be increased by two (2.0%) per cent.

Effective January 1, 20011, each employee's hourly rate or annual salary in effect on December 31, 20010, shall be increased by two (2.0%) per cent.

Section 9.2: Effective January 1, 2000, each Schedule E salary grade shall add two (2) additional salary steps. These initial Steps shall be determined by increasing the highest salary step in each grade by two (2) per cent on December 31, 1999. In each successive year, these steps shall comply with Section 9.1. Beginning in 2000 each employee shall be able to progress through these additional salary steps subject to the requirements of 9.8. These steps will be effective beginning on January 1, 2000 and are not retroactive. Progress to these additional salary steps will be subject to a satisfactory performance appraisal by the employee's senior manager on the employee's anniversary date.

<u>Section 9.3:</u> All Hospital employees covered under this Agreement shall be paid bi-weekly. The Supervisory Unit will be paid on a current payroll basis as are other employees.

<u>Section 9.4:</u> Subject to 9.8, an employee shall become eligible for a step increment under the Wyoming County Salary Plan on January 1 of each year, if such employee has been continuously employed by the County since prior to January 1, 1971. An employee hired, or rehired after loss of seniority, on or after January 1, 1971 shall become eligible for such increment upon his anniversary date of hire.

Section 9.5: If an employee is appointed or promoted to a position in a higher grade, he shall receive an increase in salary, upon such appointment or promotion, which is equivalent to the full increment payable in the position to which he is appointed or promoted, or shall be paid the minimum salary of the grade of the position to which he is appointed or promoted, whichever results in the higher annual salary, but shall not be eligible for additional annual increments until promotional anniversaries.

Section 9.6: An employee promoted to a higher salary grade who becomes eligible for a step increment under 9.4 shall receive such increment in addition to that employee's last annual or hourly salary or wage rate immediately prior to eligibility for such increment.

<u>Section 9.7:</u> An employee promoted to a higher salary grade less than one (1) year after receiving a step increment under 9.4 shall be placed at an increment in the new grade in accordance with 9.5.

Section 9.8: Annual salary increments are established to provide orderly salary administration. An employee otherwise eligible for a step increment under 9.4 shall receive such increment unless such employee's work has been unsatisfactory during the most recent preceding period required for eligibility, in the opinion of the employee's department head. If an employee is due an increment, the pay change will become effective on the beginning of the pay period which commences nearest to the increment date. An employee whose work is unsatisfactory will be reviewed at least once near the mid-point of the employee's current eligibility period by his department head or other designated Employer representative, and shall be specifically and conscientiously rated and advised upon any deficiencies in all aspects of the job which have an effect on the employee's work record and receipt of the next increment. The employee shall be given an opportunity to demonstrate improved performance, and if denied an increment, shall be provided with the reasons for such denial in writing upon request.

Section 9.9: All regular, part-time employees shall receive increments annually regardless of number of hours worked. A regular part-time employee is defined as an employee working a prearranged fixed schedule.

ARTICLE X WORK DAY, WORK WEEK, HOLIDAYS, VACATION AND SICK LEAVE

Section 10.1: All Wyoming County employees shall have the following seven (7) paid holidays per year: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In addition, employees shall have the following three holidays; one in April, one in June and one in August. The specific dates of the latter three holidays shall be agreed upon between the Employer and the employee. Any such holidays falling on a Sunday shall be observed on the following Monday. Any such holidays falling on a Saturday shall be observed on the preceding Friday. Staggered shift workers, or those who must work on a holiday, shall be given a compensatory day, or shall be paid for such day, at the election of the employee. Holiday pay shall be for all employees who work the majority of their shift on the holiday. When an employee elects a compensatory day, the date of such day shall be agreed upon between the Employer and the employee, but must be granted by the Employer within thirty (30) days. If the employee elects to be paid, he shall be paid within thirty (30) days.

Section 10.2: All bargaining unit employees who have completed their probationary period shall be allowed to accumulate sick leave at the rate of one (1) day per month, to a total of two hundred ten (210) days. Upon reaching the age of fifty-seven (57) an employee shall be allowed to accrue an unlimited amount of sick leave days/hours. Any employee requesting sick leave during three (3) or more consecutive days shall be required to supply his own statement, or at the discretion of the Department Head or the Employer, that of a physician licensed under Article 131 of the Education Law. Sick leave shall be defined as absence for reasons of illness or injury, or dental or medical appointment for the employee. Where an employee is entitled to compensation insurance for any period, such employee may elect to take a portion of his sick leave so as to make a full normal pay.

Other than cases of emergency, medical or dental appointment, sick leave shall be granted by prior arrangement with the Hospital Administrator or his designated representative. Eligible employees who do not use sick leave for any sixth month period in any year shall receive one (1) additional day of vacation for each six (6) month period not to exceed two (2) additional vacation days in the twelve month period.

Section 10.3: All employees of the Employer covered hereunder shall receive three (3) personal leave days per year. All new employees with less than a year of service shall receive one (1) day personal leave at the beginning of each four month period. After completion of one (1) year of service, employees shall be granted three (3) days per year on their anniversary date. No such personal leave shall be taken on a holiday or on a day before or day after a holiday or vacation day without the prior consent of the Hospital Administrator or his designated representative. An employee may accrue up to two (2) unused personal days in any year and carry over to the succeeding year up to two (2) personal leave days. However, the maximum number of personal leave days usable in any one year shall be five (5).

Section 10.4: Vacation leave shall be allowed to each bargaining unit employee who has completed twelve (12) months of continuous service, consisting of two (2) days per month, not to exceed twenty (20) working days per year, which may be accumulated up to a maximum of fifty (50) days only. A bargaining unit employee who has completed ten (10) years of continuous service shall receive one (1) additional day of vacation during each succeeding year, resulting in a maximum total vacation of twenty five (25) working days per year following completion of the fifteenth (15th) year of continuous service. An employee shall take his vacation mutually agreed with the Hospital Administrator or his designated representative. An employee shall request the time for vacation at least one (1) month in advance, and shall be advised whenever possible not later than two (2) weeks thereafter whether the requested time is approved or not. In the event of an emergency, previously approved vacation time may be rescheduled to a mutually agreed time.

Section 10.4 (a): A bargaining unit employee who resigns or otherwise terminates his employment with the Employer, except dismissal for just cause, shall be entitled to the monetary value of accumulated and unused vacation time, or time allowance granted in lieu of overtime compensation, standing to his credit at the time of his separation from employment. In case of death in service, the same shall be paid to the legal representative(s) of his estate or to his beneficiaries, as permitted by law. Part-time employees (those working less than full-time) will receive such allowance on a pro-rata basis. The Hospital Administrator or his designated representative will determine the amount due the employees in their respective departments.

Notwithstanding the foregoing, no vacation leave shall be allowed to any employee until he has completed twelve (12) months of continuous employment.

<u>Section 10.4 (b):</u> Upon agreement between an employee and the Hospital Administrator or his designated representative, an employee shall be permitted to receive vacation pay without taking the vacation for which he is eligible.

<u>Section 10.4 (c):</u> Employees shall be permitted to receive vacation pay up to a maximum of five (5) days annually without taking the vacation for which he/she are eligible. The employee will tender benefit requests to the employer and shall receive payment for this request. This leave is to be utilized intermittently, rather than consecutively.

<u>Section 10.4 (d):</u> In the event a bargaining member's request for use of vacation time is not granted by Management because of staffing or quality care concerns, such employee shall be entitled to cash payment for the requested vacation time. It is recognized that the final determination as to whether to grant a particular vacation leave or make payment to an employee shall be at Management's discretion.

<u>Section 10.5:</u> The Employer agrees to continue longevity pay increments to be awarded each year to all qualified employees, said increments to be awarded for increased skills and ability acquired by length of time in County service in addition to scheduled increments and other special salary raises, if any, according to the following schedules:

Ten Consecutive Years of Service	\$300.00 per annum
Fifteen Consecutive Years of Service	\$400.00 per annum
Twenty Consecutive Years of Service	\$500.00 per annum
Twenty-Five Consecutive Years of Service	\$600.00 per annum
Thirty Consecutive Years of Service	\$700.00 per annum

Said increment shall be awarded to qualified employees commencing with the first pay period following qualification, said payment in the 1st year of qualification to be pro-rated over the remaining pay periods in the calendar year to constitute the full amount of the increment. In subsequent years of qualification, the increment shall be pro-rated over the entire calendar year. Alternatively, the employee may elect to receive the increment in a lump sum payment in the pay period immediately preceding Christmas providing appropriate notice of such election is given to

the Assistant Administrator by December 15th of the prior calendar year. Consecutive service shall mean continuous and uninterrupted employment for the County of Wyoming, except that no person shall be disqualified by absences which were bona fide sick leave, military leave, sabbatical leave, or leave of absence granted by the Hospital Administrator or his designated representative. In addition, a pro-rata increment pay shall be awarded to all part-time employees who have so continuously worked 20 or more hours a week for the necessary period of time. An employee shall be qualified for the increment herein granted in the calendar year in which his employment reached the necessary span of years to qualify.

<u>Section 10.6:</u> The Employer shall reimburse the County employees for mileage, when entitled thereto, at a rate authorized as a deduction for business mileage by the Internal Revenue Service. Any change in the rate of mileage reimbursement will be effective either on the announcement date of a retroactive change by the Internal Revenue Service or on the effective date of any prospectively announced change by the Internal Revenue Service, whichever is later.

Section 10.7: Employees shall be allowed to use ten (10) sick leave days per year for illness in the employee's family.

The Union agrees that it will not grieve the existence of a sick leave policy.

<u>Section 10.8</u>: Bereavement leave not exceeding three (3) consecutive days per death shall be granted by a Department Head in the event of death of a parent, spouse, brother, brother-in-law, sister, sister-in-law, significant other, child, stepchild or an employee's spouse's parents, aunt, uncle, niece, nephew, grandparent, grandchild, stepparent, stepbrother and stepsister.

ARTICLE XI HEALTH INSURANCE AND PENSIONS

Section 11.1(a): Effective January 1, 2005 the parties agree to establish a single provider health insurance plan and it shall be developed through the Joint Labor Management Healthcare Task Force. The County and CSEA shall participate in a joint task force to handle the maintenance of health insurance, dental insurance and any related product(s). It shall be agreed that all benefits will remain equal to or better than those that are currently in place. Univera Healthcare will provide the

current level of health insurance coverage unless otherwise agreed.

Effective 1/1/2007, The Health Plan Coverage will be Univera PPO Plan. Office Visit co-pay - \$15
Prescription Drug co-pay - \$7/\$15/\$35
Dependant Child age 23 (age 25 if full time student)

OPEN ENROLLMENT: Open enrollment will be decided by the health insurance joint task group and posted on the CSEA bulletin boards by January 1 of each year.

Section 11.1(b): The employer will pay 100% of the cost of single or family health insurance coverage for full-time employees hired on or before November 13, 1990. For the purpose of this selection "employee" is a person averaging twenty (20) hours or more per week.

Full-time employees hired on or after November 13, 1990, shall contribute toward their health insurance on the following basis:

<u>Single Policy:</u> Eight per cent (8%) of the premium rate of whichever health insurance plan is selected by the employee.

Family Policy: Twenty per cent (20%) of the premium rate of whichever health insurance plan is selected by the employee.

For the purposes of this section any employee moving into this Supervisory Unit from the Wyoming County Employees Unit shall be considered to have been hired by the County on the date first hired into the General Unit.

<u>Dental Insurance</u>: All employees who elect to join shall contribute 100% towards the cost of dental insurance

MISCELLANEOUS: CSEA and the County agree that any contributions toward health insurance shall be done on a pretax basis by establishing a flexible spending account.

Section 11.1(c): Any employee who is eligible for health insurance benefits shall have available the following options on an annual basis:

- a) For 2004, repudiation will be \$750.00 single coverage and \$1500.00 family coverage, provided fifteen (15) new repudiations occur at WCCH and a total of twenty-five (25) new repudiations occur county-wide (includes the WCCH amount). If the numbers are not obtained for 2004, repudiation will remain at the current amount of \$350.00 for single coverage and \$750.00 for family coverage.
- b) For year three of the contract (2005), the above mentioned standard will remain in effect, however, if that standard is not met, the repudiation values shall be \$750.00 for single coverage and \$1,000.00 for family coverage.
- c) The 2006-2008 repudiation rates shall be \$750.00 for single coverage and \$1000.00 for family coverage.

Section 11.2: The Employer shall continue the retirement benefits now provided (1/60 non-contributory retroactive to 1938) until April 1, 1973, at which time the Employer agrees to inaugurate "the 25 year career" retirement plan (75i) as presently constituted. Effective April 1, 1973, the Employer agrees to pay the cost of two riders to the retirement program available under the New York State Employee's Retirement System, consisting of (1) the application of unused sick leave as additional service credit upon retirement, and (2) a guaranteed minimum death benefit of three (3) times an employee's annual salary as stated in the 75i insurance plan. This benefit is subject to certain limitations if the employee remains in service after age 61 per the New York State Retirement System.

Section 11.3: The Employer shall provide employees with disability insurance coverage similar to that required as of the effective date of this Agreement of private sector employers under the New York State Disability Benefits Law (Worker's Compensation Law, Section 200 et. seq.) Each employee shall contribute one half (1/2) of one (1%) per cent of wages in one pay week or not to exceed sixty (\$.60) cents per week through payroll deduction to the cost of such coverage. An employee shall not become entitled to benefit payments pursuant to this section until after exhaustion of the employee's sick leave entitlement.

<u>Section 11.4:</u> The County acknowledges that the following past practices have existed and will continue during the term of the collective bargaining agreement expiring December 31, 2001.

County employees retiring or on leave of absence to have the option to remain in the group insurance at their own cost, if permitted under the regulations of the insurance carrier.

<u>Section 11.5:</u> Any employee who upon retirement has accrued at least 90 days of sick leave shall be entitled to continuation of insurance coverage for a period equal to the number of accrued sick leave days not to exceed 210 days.

ARTICLE XII PART-TIME EMPLOYEES

Section 12.1: Any employee who has a prearranged fixed schedule or who normally works twenty (20) hours per week shall be entitled to all benefits enjoyed by regular full-time employees on a pro-rated basis.

The pro-rated amount shall be determined by the ratio of the number of hours the regular part-time employee works to the normal work week within such employee's department, but in no case shall a normal work week for this purpose be construed to be greater than forty (40) hours.

ARTICLE XIII MISCELLANEOUS

Section 13.1: The Employer agrees that it will not downgrade the salary grade in which a particular job classification is placed without bilateral agreement with the Union. The Employer agrees that it will not upgrade the salary grade in which a particular job classification is placed without prior negotiations with the Union. The President of the Wyoming County Local CSEA and the President of the Hospital Supervisors Unit of that Local shall be notified in writing at least twenty (20) working days in advance of any intended change in salary grade, and shall be given the opportunity to confer with designated representatives of the Employer prior to implementation of any change.

Section 13.2: Any person hired by the Employer who does not have experience or demonstrated ability in a particular position shall be paid only the minimum rate of pay for the grade in which such employee is hired. If a new employee is paid more than the minimum rate without experience or demonstrated ability, the Employer

shall raise the rate paid to other such employees performing the same job in that grade to the rate of pay received by the new employee.

<u>Section 13.3:</u> The use of the masculine gender in any provision of this Agreement is intended to include the female gender, and no discrimination on the basis of sex is intended by the parties.

<u>Section 13.4:</u> To the extent that the Wyoming County Salary Plan presently in effect is inconsistent with the express terms of the Agreement, the terms of this Agreement shall prevail as to those employees within the bargaining unit described in Article I.

<u>Section 13.5:</u> There shall be a bilateral committee established for the purpose of implementing educational assistance for all employees in the bargaining unit. This committee will consist of equal numbers from the Union and Management.

<u>Section 13.6:</u> Upon at least five (5) calendar days' advance written notice to the appropriate department head, an employee shall be entitled to review his personnel file in the presence of an appropriate representative of the County, to the extent provided by law. No adverse comment by an Employer representative, concerning the employee's performance in his job, shall be placed in the employee's personnel file without notification to the employee. Adverse comments concerning the employee's performance in his job may not be considered in connection with the discipline after a period of eighteen (18) months. Upon written request, an adverse comment contained in the requesting employee's personnel file which is more than eighteen (18) months old shall be removed.

<u>Section 13.7:</u> The Union president or their designee, shall be a member of the Wyoming County Board of Hospital Managers. They shall be a non-voting member.

<u>Section 13.8:</u> Within six (6) months from the ratification of the collective bargaining agreement, the parties agree to establish a joint taskforce to address recruitment, retention and salary issues for nursing titles.

ARTICLE XIV BARGAINING AND ENTIRE AGREEMENT

<u>Section 14.1:</u> The County and the Union acknowledge that during negotiations resulting in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from collective negotiations, and each of the parties releases and relinquishes the right to require the other to bargain with respect to any and all matters which this Agreement is intended to cover.

<u>Section 14.2:</u> 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 written form, and annexed hereto, shall supersede or vary any of the provisions herein contained.

ARTICLE XV OTHER LAWS AND SAVINGS CLAUSE

<u>Section 15.1:</u> The Public Employee's Fair Employment Act, the other provisions of the Civil Service Law and the Local Laws of the County of Wyoming which are not inconsistent with said Act and the Civil Service Law shall govern the terms of this Agreement.

Section 15.2: This Agreement shall supersede any rules, regulations, or practices of the Employer which shall be contrary to or inconsistent with its expressed terms. If a clause or provision of this Agreement is determined to be illegal, unenforceable or null and void by any tribunal of competent jurisdiction, such determination shall not affect any other clause or provision hereof or give any right to either party to negotiate or renegotiate any part of this Agreement.

Section 15.3: It is hereby understood and agreed that this Agreement and each and every part thereof is subject to the provisions of the New York State Civil Service Law, any valid rules or regulations of the State Civil Service Commission or Wyoming County Civil Service Personnel Officer and shall be construed and enforced only to the extent allowable and within the limits of the Law, as if such law were a specific amendment to this Agreement. The application of the law to this Agreement which results in any change shall in no way give rise to any right by either party to renegotiate any part or all of this Agreement.

<u>Section 15.4:</u> PURSUANT TO SECTION 204-a OF THE NEW YORK STATE CIVIL SERVICE 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.

ARTICLE XVI TERMINATION AND MODIFICATION

Section 16.1: This Agreement shall be effective as of the 1st day of January, 2009 and continue in full force and effect until the 31st day of December, 2011.

<u>Section 16.1(a)</u>: If either party desires to terminate this Agreement it shall, one hundred eighty (180) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, this Agreement shall continue in effect from year to year thereafter, subject to written notice of termination by either party one hundred eighty (180) days prior to the then current year's termination date.

Section 16.1(b): If either party shall, one hundred eighty (180) days prior to the termination date or any subsequent termination date, give written notice of amendment, the notice shall set forth the nature of the amendment or amendments desired. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

<u>Section 16.1(c)</u>: Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to the President of the Hospital Supervisors Unit of the Wyoming County Local of the Civil Service Employees Association, Inc., and if to the Employer, to the Wyoming County Board of Supervisors, Wyoming Court House, Warsaw, New York 14569 or to any such address as the Union or the Employer may make available to each other. During negotiations, all benefits will remain in effect.

<u>Section 16.(d)</u>: It is agreed that either party may provide one hundred twenty (120) days written notice to the other party of its intent to begin contract negotiations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

FOR THE UNION	FOR THE EMPLOYER
p/Lynn Knoop	p/A. D. Berwanger
p/Karen M. Tallman	p/E Dadd, County Attorney
p/Ann M. Liberatore	
Date: 4/8/09	Date: 5/20/09

Wyoming County

MEMORANDUM OF UNDERSTANDING

The Employer agrees that it will not create a new classification without first giving written notice including tentative job specifications to the Union of its intent to do so. The Employer further agrees, upon receipt of written request from the Union within five (5) business days after giving such notice, to meet once with the Union, at a time to be mutually agreed upon but not later than ten (10) calendar days after such request, for the purpose of receiving and considering input from the Union regarding the appropriate salary grade for the new job classification. This section is not to be construed, however, as otherwise restricting the Employer's ultimate right to create new job classifications and establish the initial terms and conditions of employment to be applied thereto.

Wyoming County

MEMORANDUM OF UNDERSTANDING

The parties have agreed that labor-management meetings will be held on the second Thursday of each month. Each party may designate a committee not exceeding three (3) members, which shall meet at an agreed location to discuss items including, but not limited to, newly created titles, salary plan placement, current job-related problems and similar kinds of matters. Each party will submit to the other a written agenda ten (10) days prior to the meeting; if such an agenda is not submitted, there will be no meeting. Unless otherwise agreed, such meeting shall not exceed one and one-half (1 1/2) hours of paid time.

Schedule E 2009

Job Description	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Grade 1 Vacant	\$38,526.91 \$18.52	\$38,961.96 \$18.74	\$39,647.40 \$19.06	\$40,492.98 \$19.46	\$41,260.02 \$19.84	\$42,079.08 \$20.23		
Grade 2 Recreational Activity Specialist	\$39,780.00 \$19.13	\$41,021.34 \$19.72	\$41,889.36 \$20.15	\$42,831.06 \$20.59	\$43,663.14 \$20.99	\$44,535.24 \$21.41		
Grade 3 Chief Respiratory Therapist	\$42,304.53 \$20.34	\$43,583.58 \$20.95	\$44,507.70 \$21.40	\$45,432.84 \$21.84	\$46,333.50 \$22.28	\$47,272.11 \$22.73		
Grade 4 Director of Sterile Processing and Distribution	\$43,531.56 \$20.93	\$44,746.38 \$21.51	\$45,643.98 \$21.95	\$46,768.49 \$22.49	\$47,661.28 \$22.91	\$48,645.64 \$23.39		
Grade 5 Purchasing Supervisor Sr. Social Work Assistant	\$46,279.44 \$22.26	\$47,624.82 \$22.89	\$48,603.00 \$23.37	\$49,792.32 \$23.94	\$50,793.96 \$24.42	\$51,797.64 \$24.91		
Grade 6	\$ 49,975.92	\$ 51,244.80	\$52,644.24	\$53,938.62	\$55,009.63	\$56,079.60		
Data Processing Manager * Business Office Manager Director of Medical Records Cardiac Services Supervisor	\$24.03	\$24.64	\$25.31	\$25.93	\$26.45	\$26.97		
Grade 7 Asst. Hospital Maintenance Sup * Director Social Work Trainee*	\$52,380.06 \$25.18	\$53,779.50 \$25.85	\$55,101.42 \$26.49	\$56,446.80 \$27.13	\$57,556.56 \$27.66	\$58,693.86 \$28.21		
Grade 8	\$55,762.38	\$57,275.95	\$58,720.38	\$60,251.40	\$61,556.76	\$63,044.74	\$64,268.16	\$65,560.50
Inservice Director* Health Service Nurse * Director of Social Work * Hospital Maintenance Superintendent * Acute Clinical Staff Coordinator Supervising Nurse Chief Radiologic Technologist* Chief Respiratory Therapist * Cardiopulmonary Manager *	\$26.81	\$27.54	\$28.22	\$28.97	\$29.60	\$30.30	\$30.89	\$31.52
Mental Health Nurse Manager Unit/Clinical Coordinator SNF	Capped at Step 5	*	*	*	*			
Clinical Reimbursement Coordinator SNF	*	apped at Step 5	*	*	*			
Grade 9 Team Treatment Leader	\$65,140.26 \$31.32	\$65,817.54 \$31.64	\$66,987.48 \$32.20	\$67,897.86 \$32.64	\$69,260.04 \$33.29	\$70,605.42 \$33.95		
Grade 10 Laboratory Supervisor (12/8/05)	\$69,431.64 \$33.38	\$70,471.80 \$33.87	\$71,529.54 \$34.39	\$72,682.30 \$34.95	\$74,119.32 \$35.63	\$75,598.32 \$36.34		
Grade 11 Pharmacist	\$75,795.63 \$36.43	\$78,476.76 \$37.73	\$81,173.64 \$39.03	\$83,602.26 \$40.20	\$85,264.86 \$41.00	\$86,944.06 \$41.80		
(13) Per Diem Pharmacist (10%)	\$40.09	\$41.48	\$42.93	\$44.22	\$45.09	\$45.98		
Grade 12 Senior Pharmacist Chief Physical Therapist * Supervisor Occupational Therapist * Vacant positions and/or moved	\$79,229.44 \$38.10	\$82,862.76 \$39.84	\$85,787.10 \$41.25	\$88,386.06 \$42.49	\$90,127.20 \$43.33	\$94,315.30 \$45.35	\$95,735.16 \$46.03	\$96,168.66 \$46.24
to Schedule C								

Schedule E

2010

Job Description	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Grade 1 Vacant	\$39,297.45 \$18.89	\$39,741.20 \$19.11	\$40,440.35 \$19.44	\$41,302.84 \$19.85	\$42,085.22 \$20.24	\$42,920.66 \$20.63		
Grade 2 Recreational Activity Specialist	\$40,575.60 \$19.51	\$41,841.77 \$20.11	\$42,727.15 \$20.55	\$43.687.68 \$21.00	\$44,536.40 \$21.41	45,425.95 \$21.84		
Grade 3 Chief Respiratory Therapist	\$43,150.62 \$20.75	\$44,455.25 \$21.37	\$45,397.85 \$21.83	\$46,341.50 \$22.28	\$47,260.17 \$22.73	\$48,217.55 \$23.18		
Grade 4 Director of Sterile Processing and Distribution	\$44,402.19 \$21.35	\$45,641.31 \$21.94	\$46,556.86 \$22.39	\$47,703.86 \$22.94	\$48,614.51 \$23.37	\$49,618.55 \$23.86		
Grade 5 Purchasing Supervisor Sr. Social Work Assistant	\$47,205.03 \$22.71	\$48,577.32 \$23.35	\$49,575.06 \$23.84	\$50.788.17 \$24.42	\$51,809.84 \$24.91	\$52,833.59 \$25.41		
Grade 6 Data Processing Manager * Business Office Manager Director of Medical Records Cardiac Services Supervisor	\$50,975.44 \$24.51	\$52,269.70 \$25.13	\$53,697.13 \$25.82	\$55,017.39 \$26.45	\$56,109.82 \$26.98	\$57,201.19 \$27.51		
Grade 7 Asst. Hospital Maintenance Sup * Director Social Work Trainee*	\$53,427.66 \$25.68	\$54,855.09 \$26.37	\$56,203.45 \$27.02	\$57,575.74 \$27.67	\$58,707.69 \$28.21	\$59,867.74 \$28.77		
Grade 8 Inservice Director* Health Service Nurse * Director of Social Work * Hospital Maintenance Superintendent * Acute Clinical Staff Coordinator Supervising Nurse Chief Radiologic Technologist* Chief Respiratory Therapist * Cardiopulmonary Manager * Mental Health Nurse Manager	\$56,877.63 \$27.35	\$58,421.47 \$28.09	\$59,894.79 \$28.78	\$61,456.43 \$29.55	\$62,787.90 \$30.19	\$64,305.64 \$30.91	\$ 65,553.52 \$31.51	\$66,871.71 \$32.15
Unit/Clinical Coordinator SNF	Capped at Step 5	*	*	*	*			
Clinical Reimbursement Coordinator SNF	*	Capped at Step 5	*	*	*			
Grade 9 Team Treatment Leader	\$66,443.07 \$31.95	\$67,133.89 \$32.27	\$68,327.23 \$32.84	\$69,255.82 \$33.29	\$70,645.24 \$33.96	\$72,017.53 \$34.63		
Grade 10 Laboratory Supervisor (12/8/05)	\$70,820.27 \$34.05	\$71,881.24 \$34.55	\$72,960.13 \$35.08	\$74,135.95 \$35.65	\$75,601.71 \$36.34	\$77,110.29 \$37.07		
Grade 11 Pharmacist	\$77,311.51 \$37.16	\$80,046.30 \$38.48	\$82,797.11 \$39.81	\$85,274.31 \$41.00	\$86,970.16 \$41.82	\$88,682.94 \$42.64		
(13) Per Diem Pharmacist (10%)	\$40.89	\$42.31	\$43.79	\$45.10	\$45.99	\$46.90		
Grade 12 Senior Pharmacist Chief Physical Therapist * Supervisor Occupational Therapist *	\$80,814.03 \$38.86	\$84,520.02 \$40.64	\$87,502.84 \$42.08	\$90,153.78 \$43.34	\$91,929.74 \$44.20	\$96,201.61 \$46.26	\$97,649.86 \$46.95	\$98,092.03 \$47.16
Vacant positions and/or moved to Schedule C								

Schedule E

2011

Job Description	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Grade 1 Vacant	\$40,083.40 \$19.27	\$40,536.02 \$19.49	\$41,249.16 \$19.83	\$42,128.90 \$20.25	\$42,926.92 \$20.64	\$43,779.07 \$21.04		
Grade 2 Recreational Activity Specialist	\$41,387.11 \$19.90	\$42,678.61 \$20.51	\$43,581.69 \$20.96	\$44,561.43 \$21.42	\$45,427.13 \$21.84	\$46,334.47 \$22.28		
Grade 3 Chief Respiratory Therapist	\$44,013.63 \$21.17	\$45,344.36 \$21.80	\$46,305.81 \$22.27	\$47,268.33 \$22.73	\$48,205.37 \$23.18	\$49,181.90 \$23.64		
Grade 4 Director of Sterile Processing and Distribution	\$45,290.23 \$21.78	\$46,554.14 \$22.38	\$47,488.00 \$22.84	\$48,657.94 \$23.40	\$49,586.80 \$23.84	\$50,610.92 \$24.34		
Grade 5 Purchasing Supervisor Sr. Social Work Assistant	\$48,149.13 \$23.16	\$49,548.87 \$23.82	\$50,566.56 \$24.32	\$51,803.93 \$24.91	\$52,846.04 \$25.41	\$53,890.26 \$25.92		
Grade 6 Data Processing Manager * Business Office Manager Director of Medical Records Cardiac Services Supervisor	\$51,994.95 \$25.00	\$53,315.09 \$25.63	\$54,771.07 \$26.34	\$56,117.74 \$26.98	\$57,232.02 \$27.52	\$58,345.21 \$28.06		
Grade 7 Asst. Hospital Maintenance Sup * Director Social Work Trainee*	\$54,496.21 \$26.19	\$55,952.19 \$26.90	\$57,327.52 \$27.56	\$58,727.26 \$28.22	\$59,881.84 \$28.77	\$61,065.10 \$29.35		
Grade 8 Inservice Director* Health Service Nurse * Director of Social Work * Hospital Maintenance Superintendent * Acute Clinical Staff Coordinator Supervising Nurse Chief Radiologic Technologist* Chief Respiratory Therapist * Cardiopulmonary Manager * Mental Health Nurse Manager	\$58,015.18 \$27.90	\$59,589.90 \$28.65	\$61,092.69 \$29.36	\$62,685.56 \$30.14	\$64,043.66 \$30.79	\$65,591.75 \$31.53	\$66,864.59 \$32.14	\$68,209.14 \$32.79
Unit/Clinical Coordinator SNF	Capped at Step 5	*	*	*	*			
Clinical Reimbursement Coordinator SNF	* (Capped at Step 5	*	*	*			
Grade 9 Team Treatment Leader Grade 10 Laboratory Supervisor (12/8/05)	\$67,771.93 \$32.59 \$72,236.68 \$34.73	\$68,476.57 \$32.92 \$73,318.87 \$35.24	\$69,693.78 \$33.50 \$74,419.33 \$35.78	\$70,640.94 \$33.96 \$75,618.67 \$36.36	\$72,058.15 \$34.64 \$77,113.74 \$37.07	\$73,457.88 \$35.32 \$78,652.50 \$37.81		
Grade 11 Pharmacist	\$78,857.74 \$37.90	\$81,647.23 \$39.25	\$84,453.05 \$40.61	\$86,979.80 \$ 41.82	\$88,709.56 \$42.66	\$90,456.60 \$43.49		
(13) Per Diem Pharmacist (10%)	\$41.71	\$43.16	\$44.67	\$46.00	\$46.91	\$47.84		
Grade 12 Senior Pharmacist Chief Physical Therapist * Supervisor Occupational Therapist * Vacant positions and/or moved to Schedule C	\$82,430.31 \$39.64	\$86,210.42 \$41.45	\$89,252.90 \$42.92	\$91,956.86 \$44.21	\$93,768.34 \$45.08	\$98,125.64 \$47.19	\$99,602.86 \$ 47.89	\$100,053.87 \$48.10
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