

**MEMORANDUM OF AGREEMENT
REGARDING THE TERMS AND CONDITIONS OF PUBLIC EMPLOYMENT**

BETWEEN

THE COUNTY OF DELAWARE

AND

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

JANUARY 1, 2002 - DECEMBER 31, 2005

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A MEMORANDUM OF AGREEMENT REGARDING THE TERMS AND CONDITIONS OF PUBLIC EMPLOYMENT BETWEEN THE COUNTY OF DELAWARE AND THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO.

THE COUNTY OF DELAWARE, a municipal corporation of the State of New York, with offices in the County Office Building, Delhi, New York, hereinafter designated as "the County"; and

THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO. hereinafter referred to as "the Union".

WHEREAS, the parties hereto desire to promote harmonious and cooperative relationships between them in accordance with the policy expressed in the Public Employees Fair Employment Act, Article XIV of the Civil Service Law, Section 200-212, Resolution #42 dated June 12, 1968, creating Delaware County Public Employees Relation Board, and now **THEREFORE**, in consideration of the premises, it is mutually agreed between the parties hereto as follows:

**ARTICLE I
RECOGNITION**

The County recognizes for the duration of this agreement the Union as the sole and exclusive representative for all employees excluding: [a] All nurses employed in the Public Health Department; [b] All regular fulltime employees in the Sheriff's Department in the titles of Corrections Officer, Deputy Sheriff, Sergeant and Lieutenant; [c] All elected officials; [d] All seasonal employees; [e] Part-time employees who work less than an average of twenty-four (24) hours per week; [f] All department heads and County officers; Those full-time positions to be excluded from the bargaining unit are set forth in Appendix C attached hereto and incorporated herein by this reference.

Employee Definitions:

Full-Time Regular Employees: All employees are to be considered full-time regular employees unless they come under one of the following categories:

1. **Part-Time Employees:** Are those employees who for the purpose of defining this bargaining unit only are those employees whose regular work schedule is less than an average of twenty-four (24) hours per work week.
2. **Permanent Part-Time Employees:** Are those employees whose regular work schedule is between twenty-four (24) and thirty-two (32) hours per work week.
3. **Temporary Employees:** Are those employees who are employed for a specified period of time. Temporary employees shall normally be employed for a period not to exceed ninety (90) days but may be retained for a longer period if they are employed in place of an employee on leave of absence.
4. **Seasonal Employees:** A seasonal employee is an employee hired to fill a position where the nature of the service is such that it is not continuous throughout the year but recurs in each successive year.
5. **CETA Employees:** Are those employees who are employed as participants and those employees paid out of administrative funds under the Comprehensive Employment and Training Act of 1973.

ARTICLE II
DURATION OF AGREEMENT

This agreement shall be effective from **January 1, 2002 until December 31, 2005** inclusive and from year to year thereafter unless either party serves termination notice on the other party by Certified Mail postmarked by June 1st as may correspond to a year of subsequent renewal. Termination may be in whole or in part if so specified.

If during the duration of this agreement the County encounters difficulties in recruiting Licensed Practical Nurses, Registered Professional Nurses, Head Nurses and Supervising Nurses, this agreement may be reopened for the purpose of renegotiating salaries for these titles.

ARTICLE III
RENEGOTIATION

The parties agree that it is desirable and mutually beneficial that negotiations of a subsequent agreement begin in a timely manner. Therefore, the parties agree to make a good faith effort to commence negotiations for a subsequent agreement by July 1 prior to the date this agreement expires. However, if either party is unable to commence negotiations by the date indicated both parties shall still have the duty to negotiate. If such agreement is not concluded by September 3, **2005**, either party may request the New York State Public Employees Relations Board to designate a mediator to assist the parties to reach agreement. If the parties have not reached an agreement by September 20, **2005**, either party may request that the New York State Public Employees Relations Board appoint a fact-finding Board.

ARTICLE IV
PRIORITY OF AGREEMENT

1. Where provisions of this Agreement are in conflict with County policy or practices, this Agreement shall govern, except as provided by law.
2. Nothing herein contained shall be construed to deny or restrict any employee any rights he may have under Civil Service Law or any other applicable laws and regulations. The rights provided to employees hereunder shall be deemed in addition to those provided elsewhere.

ARTICLE V
UNION STATUS AND RIGHTS

1. **RIGHT OF ORGANIZATION:** Employees shall have the right to join and participate in the Union for the purpose of this Contract.
2. **RIGHT OF REPRESENTATION:** Employees shall have the right to be represented by the Union and to negotiate collectively with the County in the determination of their wages, hours and terms and conditions of employment, and the administration of grievances.
3. **NON-DISCRIMINATION:** The County and the Union will not discriminate against any employee with respect to wages, hours, or terms and conditions of employment by reason of race, creed, color, national origin, age, sex, or marital status, except as such conditions may constitute a bonafide occupational or assignment qualification.

4. **DUES-DEDUCTION:**
 - A. The County agrees to deduct from the salaries of the employees a full and part-time membership dues for the Union, from said employees who voluntarily and individually authorize the County to deduct and to transmit the monies to the Union. Employee authorizations shall be in writing and in a manner consistent with the law.
 - B. Deductions shall be made uniformly and consistently on each payday of the month. Funds thus collected shall be transmitted to the Treasurer of the CSEA, Inc., Capital Station, Box 7125, Albany, New York 12224.
 - C. Deductions authorized by an employee shall continue as so authorized unless, and until, such employee notifies the County of their desire to discontinue or to change such authorization in writing. Notifications of discontinuance of deductions shall be in writing and signed by the employee and submitted to the County in triplicate. One copy shall be forwarded to the Treasurer of CSEA, by the County, one shall be sent to the Delaware County Local, and one shall be retained by the County. The Union assumes responsibility for the disposition of such funds so deducted once they are turned over to the Union.
5. **PAYROLL DEDUCTION:** The County agrees to provide payroll deductions as specified by CSEA for employees insurance provided through CSEA.

ARTICLE VI
UNION TIME

1. Duly authorized representatives of the Union shall be permitted to transact official Union business directly related to the administration of this Agreement and on County property during the workday, but at a reasonable time and in a reasonable manner that shall not interfere with or interrupt work or the individual duties and responsibilities of such representatives as County employees.
2. The Union shall certify to the County the names of authorized representatives and the Staff Field Representative in the areas in which their representation is effective.
3. When Union representatives meet by agreement with a County representative during the day, such meeting shall be without loss of pay.
4. Subject to reasonable rules with respect to security, safety and operating requirements, representatives of the Union may be granted access to working areas in County facilities during the working hours in such areas of employment covered by this agreement, for the purpose of observing whether the terms of this agreement are being maintained.

Union representatives desiring to conduct Union business during the work day must obtain prior approval of their department head and the head of the department in which they wish to conduct Union business. Approval of such requests shall be dependent on the work requirements of the departments involved, but shall not be unreasonably denied. In requesting permission to conduct Union business, Union representatives shall specify what employee(s) will be involved, and the amount of time required to conduct such business. All such requests shall be in writing and submitted at least two working days in advance of the date requested.

5. **BULLETIN-BOARDS:** The Union shall have the right to post notices of its legitimate activities on Union bulletin boards provided by the County in each County building. No communications posted or mailed shall tend to impugn the good name, justly or unjustly, of any person, organization or group.

Notices posted on Union bulletin boards shall be approved in advance by the appropriate department head, not later than two working days after the request for approval has been received by the department head. Holidays, Saturdays and Sundays will not be considered as working days. In the event a disagreement arises between a department head and the Union over the posting of a particular notice, the matter will be referred to the Personnel Officer for a decision. Any notice posted without the approval of a department head or the Personnel Officer may be removed immediately by the County.

6. The County will credit a total of fifteen (15) working days as paid leave time for authorized union delegates to attend C.S. E. A. Board of Directors meetings, annual convention, and official regional meetings. Two of the aforementioned fifteen leave days will be paid for by C. S. E. A. The union president shall notify the appropriate department head and the Personnel Officer at least ten (10) working days in advance of the dates the leave time is to be used. Said notice shall specify the employee(s) to be using the leave, the dates requested off, and the number of paid leave days to be used by each employee. Departmental approval of the time off shall be dependent on the work requirements of the department but shall not be unreasonably denied.

ARTICLE VII

EMPLOYEE STATUS AND RIGHTS

1. **POSITION CLASSIFICATIONS:** No employee shall be appointed or assigned under any title not appropriate to the duties to be performed as determined in the specification for that title under the position classification system for the County of Delaware. There shall be a uniform wage scale for all employees in all County Departments who are classified in the same category and labor grade.
2. **PROMOTIONS:**
 - A. Any advancement of an employee from a position in one title to a position in another title for which a higher maximum rate of pay (exclusive of any premium pay) is prescribed shall be deemed a promotion.
 - B. Notices of promotion examinations or opportunities are to be posted conspicuously in all offices and departments occupied by eligible employees. The Personnel Office shall provide the President of CSEA with twenty (20) copies of all Civil Service examination announcements and promotion opportunities. The Union President shall be responsible for insuring that notices of promotional opportunities and examination announcements are posted in work sites.
 - C. In making promotions, the appointing authority will consider giving the opportunity to senior qualified employees within the department whenever they occur; second opportunity to be given to qualified County employees currently employed in other departments. Vacancies to be filled from outside only after exhausting previous possibilities.
 - D. The following shall be applicable to promotions within the non-competitive and labor classes only:
 - 1) Notices of promotional opportunities shall include the title of the position, minimum qualifications, work location, hourly rate or salary range, date announced and the last date applications will be accepted.
 - 2) The last filing date shall be at least fifteen (15) working days from the date the Personnel Office announces the opening.

- 3) Employees wishing to be considered for a vacancy must file an application for promotion with the Personnel Office after the vacancy is announced and prior to the last filing date. Applications filed at any other time will not be considered. Such applications shall be provided by the Personnel Office and shall include the names of the employee, present title and work location, title and location of position applied for, and qualifications.
- 4) In making a permanent appointment the appointing officer shall have the right to select any one of the top three (3) applicants with the greatest seniority who meet the minimum qualifications and have the ability and physical fitness to perform the work of the position.
- 5) Pending a permanent appointment the appointing officer may make a temporary appointment to a vacant non-competitive or labor class position.
- 6) In filling vacancies for **Senior Nurses Aides (SNA)** at the Countryside Care Center the appointing officer shall have the right to select appointees as follows:
 - a) First consideration for promotion to full-time Senior Nurses Aide positions shall be given to those regular full-time nurses aides currently employed by Countryside who have received the highest ratings as a nurses aide on their last two annual performance evaluations. Among those nurses aides receiving the highest performance ratings the appointing officer may select any one of the three (3) aides with greatest seniority.

In the event there are fewer than three regular full-time nurses aides applying for a full-time **SNA** position, the appointing officer may consider a sufficient number of applications from permanent part-time nurses aides in order to be able to select from a total of three (3) applicants. Permanent part-time applicants will be added in the same manner as full-time applicants, i. e., first by performance ratings and secondly by seniority.
 - b) In filling permanent part-time **SNA** positions, first consideration will be given to regular full-time nurses aides provided they have at least as high performance ratings as those permanent part-time nurses aides applying for the position. Applicants will be considered in the same manner as specified in (a) above.
 - c) Full-time and Permanent part-time **SNA** positions may only be filled from the outside when there are fewer than a total of three full or permanent part-time nurses aides currently employed by Countryside who are willing to accept a **SNA** position.
 - d) In all cases in order to be considered for appointment nurses aides must meet the minimum qualifications for **SNA**, receive at least a satisfactory rating on their last two (2) annual performance evaluations, be willing to accept the shift assignment offered and file an application for promotion in accordance with the procedures established for other non-competitive positions.
 - e) The County will advise an employee designated by the Union of promotional opportunities to the title of **Senior Nurses Aide** and will provide said employee with the names of employees promoted to this title.
 - f) Neither the employee designated by the Union or the Union shall participate in the selection process for **Senior Nurses Aides** nor shall they have access to any employee evaluations or other materials which are used in the selection process nor shall they have veto power over any selection made. This provision shall in no way limit the Union's right to grieve the County's failure to follow the promotion procedures for **Senior Nurses Aides**, herein specified.

3. **SENIORITY AND TENURE**

A. **COMPETITIVE**

Seniority for competitive class employees shall be in accordance with Civil Service Law.

B. **NON-COMPETITIVE AND LABOR CLASS - SENIORITY**

- 1) There shall be two types of Seniority for non-competitive and labor class employees, one for regular full-time employees and one for permanent part-time employees. Unless otherwise provided these two types of seniority shall be exclusive of each other and permanent part-time seniority shall be subordinate to regular full-time seniority.
- 2) Regular full-time seniority shall be the length of continuous service since the date of permanent appointment as a regular full-time employee.
- 3) Permanent part-time seniority shall be the length of continuous service since the date of permanent appointment as a permanent part-time employee. In those instances where permanent part-time employment is immediately preceded by permanent regular full-time employment with no break in service occurring, the date of permanent appointment shall be the date of permanent appointment as a regular full-time employee.
- 4) Seniority shall be by occupational title and department.
- 5) Temporary and part-time employees shall not acquire seniority during such employment.
- 6) Breaks in service - A resignation, dismissal or a change in status to a part-time employee shall constitute a break in service. However, a dismissal which later is reversed shall not constitute a break in service.
- 7) A temporary appointment immediately preceded and followed by a permanent appointment shall not constitute a break in service.
- 8) An authorized leave of absence will not constitute a break in service.
- 9) A layoff followed by a reinstatement within one (1) year will not constitute a break in service.

C. **PROBATIONARY PERIOD**

Probationary period for competitive, non-competitive, and labor class employees shall be in accordance with the Delaware County Civil Service Rules.

D. **LAYOFF COMPETITIVE CLASS**

Layoff procedures for competitive class employees shall be in accordance with Civil Service Law and Delaware County Civil Service Rules.

E. **LAYOFF NON-COMPETITIVE AND LABOR CLASSES**

- 1) Whenever non-competitive or labor class positions are abolished or reduced in rank or salary grade, incumbents shall be laid off or demoted in the inverse order of their seniority by title and department. The County shall give written notice to those employees to be laid off and the president of CSEA at least ten (10) working days prior to the effective date of the layoff. If requested to do so the Personnel Officer shall meet with Union representatives to discuss the layoffs.
- 2) Employees who are notified of an impending layoff may exercise their seniority rights in the same or lower occupational classification in the same department by bumping a less senior employee provided the employee who is doing the bumping has the qualifications and ability to perform the duties of the other occupational classification and is willing to accept the work location of the employee to be bumped.

- 3) An employee who has received a notice of layoff and who wishes to bump must file a written notice of his or her intent to bump with the Personnel Office. Such notice shall indicate the title(s), shift(s) and location(s) the employee would be willing to accept. An employee who fails to submit a bumping notice within three (3) working days of the effective date of his or her layoff will lose his or her right to bump.

F. **RECALL**

- 1) Employees laid off shall retain the right to be recalled for a period of one (1) year from the date of their layoff.
- 2) In the event the work force is to be increased following a layoff the Personnel Officer shall notify the Union president, in writing, of such recall opportunities and shall meet with Union representatives to discuss same if requested to do so.
- 3) Notices of recall opportunities shall be sent to laid off employees at their last known address by certified mail. Such notice shall include the title(s) of available position(s), salary and location. If an employee fails to respond to the notice within ten (10) working days from the date of the mailing of the notice he or she shall lose all recall rights and shall be considered to have quit.
- 4) Employees will be recalled according to seniority with the employee with the greatest seniority who meets the qualifications and has the ability to perform the duties of the position being recalled first.
- 5) Employees who believe their layoff or recall is not in accordance with the provisions of this Article may seek reinstatement through the grievance procedure.

4. **INTRADEPARTMENTAL TRANSFERS AND SHIFT CHANGES**

Employees who wish to be transferred to a different unit or shift within his or her department where such a transfer would not involve a promotion, will be required to file an application for transfer with his or her department head. Whenever a vacancy occurs the department head will have the right to select one of the top three (3) employees by seniority, who have filed an application for transfer, and who meet the minimum qualifications of the position, and who have the ability to perform the work.

5. **DISCHARGE AND SUSPENSION REVIEW**

- A. Regular full-time and permanent part-time employees covered by this agreement in the non-competitive and labor classes shall be entitled to the following procedure before discharge or suspension of more than four (4) days in a calendar year. In cases of damage to person or property such as theft, fighting, or patient abuse, employees may be discharged or suspended pending a hearing. The beginning date of a period of proposed suspension shall govern the calendar year in which the period of suspension falls. The proposed starting date of the suspension shall not be unreasonably delayed nor shall it be manipulated in order to avoid this review procedure. Employees qualify for this procedure after completion of two (2) years of continuous full-time or permanent part-time service.
- B. An employee who is notified that he or she is to be discharged or suspended may request a hearing to review his or her discharge or suspension. Said request shall be made no later than ten (10) days following receipt of the notice of discharge or suspension.
- C. The request shall be made in writing and shall be delivered to the County Personnel Officer.

- D. The Personnel Officer shall, within five (5) working days of the receipt of the request, contact the designee of the unit president in order to attempt to mutually agree upon an impartial hearing officer. In the event that the parties are unable to agree upon an impartial hearing officer within five (5) working days, a hearing officer shall be appointed in accordance with the following:
- 1) Either party shall secure a list of five (5) candidates named by the New York State Public Employees Relation Board as a possible hearing officer.
 - 2) The parties shall meet and will determine by lot which party will first select from said list a candidate to be eliminated as a hearing officer. The other party then selects another candidate to be eliminated. This procedure continues with the parties alternately making selections until only one candidate remains, and he or she is deemed to be the hearing officer appointed by the parties.
 - 3) The fees and expenses, if any, of the hearing officer shall be borne equally by the County and the Union.
 - 4) Within fifteen (15) working days of the date of his or her selection the hearing officer shall conduct a formal hearing to review the employee's discharge or suspension. Said time limit may only be extended by mutual agreement of all parties.
 - 5) The hearing officer shall notify in writing the employee, designee of the unit president, the employee's department head and the County Personnel Office of the date, time and location of the hearing. Such notification shall be at least five (5) working days prior to the date of the hearing.
 - 6) The hearing officer will conduct the hearing under the following guidelines:
 - a) Compliance with technical rules of evidence will not be required.
 - b) The hearing officer shall maintain an official record of all communications, documents, records, exhibits, etc., including any minutes, recordings and/or notes of the testimony given at the hearing. This record shall be available for inspection by the employee's department head, the Personnel Officer, the employee, or other persons authorized in writing by the employee. However, this record shall not be deemed a public record. The aforementioned individuals shall also have the right to copy or have provided, at their expense, copies of any information in the hearing record. Upon the completion of the hearing process the hearing officer shall forward the record of the hearing to the Personnel Officer. The Personnel Officer shall then assume responsibility for maintaining said record.
 - c) The employee shall have the right to have a Union representative, counsel, or any other representative present during the hearing.
 - d) The employee will have the right to confront and cross examine all witnesses called to testify and to call witnesses on his or her own behalf.
 - 7) Upon completion of the hearing the hearing officer will submit to the County Personnel Officer along with the hearing record a report of his finding and recommendations relative to the employee's discharge or suspension.

- 8) In cases of discharge the hearing officer may recommend that:
 - a) The discharge was justified;
 - b) That the discharge was not justified and that the employee be reinstated with no penalty or punishment;
 - c) That the discharge was too severe a punishment and that the employee be reinstated with the following penalty:

Either:

 - 1] A demotion in grade or title;
 - 2] Suspension without pay for a period not exceeding two (2) months;
 - 3] A fine not exceeding one hundred (\$100.00) dollars to be deducted from the salary of the employee.
- 9) In cases of suspension without pay the hearing officer may recommend that:
 - a) The suspension was justified;
 - b) That the suspension was not justified and that no penalty be imposed;
 - c) That the suspension was too severe a punishment and that the employee be subject to a lesser penalty to be specified by the hearing officer.
- 10) The Personnel Officer shall not be bound to follow the hearing officer's recommendations. After review of the evidence in the hearing record the Personnel Officer may either:
 - a) In cases of discharge:
 - 1] Confirm the discharge;
 - 2] Set aside the discharge and direct that the employee be reinstated with or without back pay;
 - b) In the event that he finds that there was unsatisfactory job performance or misconduct but that the penalty recommended was not appropriate, he may substitute either:
 - 1] A fine not to exceed \$100;
 - 2] Suspension without pay not exceeding two (2) months
 - 3] A demotion in grade or title.
 - c) In cases of suspension without pay:
 - 1] Confirm the suspension proposed by the department
 - 2] Find that the suspension proposed by the department was too severe a punishment and accept the penalty recommended by the hearing officer or substitute an alternative penalty or no penalty at all.
- 11) The Personnel Officer shall notify the employee and the appropriate department head of his decision within five (5) working days of the receipt of the recommendations from the hearing officer.
- 12) The decision of the Personnel Officer shall be final and binding.
- 13) This procedure shall not give an employee any additional rights to appeal under Article 76 of the Civil Service Law or any other laws.

ARTICLE VIII

WORK WEEK - HOURS OF WORK

1. The work week of an employee shall be determined on a recurring seven (7) day basis starting with the first day of a pay period and ending seven (7) days later.
2. Positions will be designated by title in Appendix A as either forty (40), thirty-five (35), etc., hours per week.

3. Those employees employed on a thirty-five (35) hour per week basis will work seven (7) hours per day exclusive of meal periods, five (5) days per week. Generally the work schedule for office personnel shall be 9:00 a. m. to 5:00 p.m. with one (1) hour lunch period. However, the scheduling of the seven (7) hour work day may vary where the nature of the work requires different coverage such as the Highway Department and the Countryside Care Center. However, there shall be a minimum of one-half (½) hour lunch period.
4. Those employees employed on a forty (40) hour per week basis will work eight (8) hours a day exclusive of meal periods, five (5) days per week with a minimum of one-half (½) hour lunch period.
5. Except for the Countryside Care Center, the eight (8) hour work day shall normally be scheduled between the hours of 7:00 a. m. and 5:00 p. m.
6. However, the scheduling of the hours to be worked, the starting and quitting time, lunch periods, compensation time and other details of the work week shall be the prerogative of the governing body of Delaware County or the Department Head in each particular department so long as they do not violate any existing Federal or State Law.
7. The established work schedule shall not be changed without reasonable advance notice to the employee except in an emergency when it is necessary to do so to provide for continuation of County services.
8. There shall be no rescheduling of days off or tours of duty for the sole purpose of avoiding the payment of overtime.
9. The County agrees to develop and institute a master work schedule for the nursing staff at the Countryside Care Center. Alternative plans will be developed by the County. However, the preference of the nursing home staff shall be the deciding factor in determining which plan is adopted. The schedule shall cover a minimum of one (1) year.
10. This provision shall in no way restrict the County's right to modify any schedule that is instituted if such schedule proves to be inefficient or unworkable.

ARTICLE IX COMPENSATION

1. Compensation of **regular full-time employees** shall be in accordance with the wage structure and wage administration procedures set forth in Appendix A.
2. **Permanent part-time employees** shall be paid an hourly rate in accordance with the salary schedule in Appendix B and their wage shall be administered in accordance with the procedures set forth in Appendix A.
3. **Part-time employees** shall be paid an hourly rate comparable to their experience and background for the work assigned and shall not be entitled to annual increments.
4. **Temporary employees** shall be paid a rate comparable to the minimum of the labor grade for the position they are filling. Temporary employees who have been employed on a temporary permanent part-time or temporary full-time basis for at least six months as of January 1 will receive an increment.
5. CETA employees who are mandated by federal law to enjoy benefits shall be paid in the same manner as regular full-time employees and shall receive annual increments.
6. Seasonal employees shall be paid a rate comparable to their experience and background for the work assigned and shall not be entitled to annual increments.

7. Effective January 1, 2002 full-time salaries and hourly employees in the bargaining unit will receive a three percent (3%) pay increase over their December 31, 2001 pay; plus increments where due. Permanent part-time employees in labor grades one (1) through five (5) shall receive a three percent (3%) pay raise, plus increments where due. Salary schedules will be adjusted accordingly.
8. Effective January 1, 2003 full-time salaries and hourly employees in the bargaining unit will receive a three percent (3%) pay increase over their December 31, 2002 pay; plus increments where due. Permanent part-time employees in labor grades one (1) through five (5) shall receive a three percent (3%) pay raise, plus increments where due. Salary schedules will be adjusted accordingly.
9. Effective January 1, 2004 full-time salaries and hourly employees in the bargaining unit will receive a three percent (3%) pay increase over their December 31, 2003 pay; plus increments where due. Permanent part-time employees in labor grades one (1) through five (5) shall receive a three percent (3%) pay raise, plus increments where due. Salary schedules will be adjusted accordingly.
10. Effective January 1, 2005 full-time salaries and hourly employees in the bargaining unit will receive a three percent (3%) pay increase over their December 31, 2004 pay; plus increments where due. Permanent part-time employees in labor grades one (1) through five (5) shall receive a three percent (3%) pay raise, plus increments where due. Salary schedules will be adjusted accordingly.
11. Effective 1/1/04 all employees hired after 1/25/95 shall be eligible for a step increase provided that there has been no disciplinary action, counseling memoranda or negative evaluation of that employee during the past calendar year. In the event of a disciplinary action, counseling, memorandum or negative evaluation, the department head may recommend and subject to the approval of the Personnel Officer, the employee not be eligible for a new increment until such employee has been without a negative appraisal or disciplinary action for one year. The employee may be eligible for a new increment at the next January cycle. The above determination shall not be subject to the grievance arbitration procedure or the discharge and suspension review procedure of the collective bargaining agreement. Upon the request of the employee or his representative, a meeting will be held with the employee, his representative, the Personnel Officer and the Department Head within 7 days of notification that no increment will be paid. The decision of the Personnel Officer shall be final and binding. Those employees hired after 1/25/95, shall be eligible for the next step in the salary schedule. No employee hired after 1/25/95 shall be eligible for more than one step increase based upon the years of service between 1/25/95 and the day of settlement.

Entitled employees who received an unsatisfactory evaluation, or who have been counseled regarding unsatisfactory work performance or behavior during the current year may not receive an increment in the ensuing year. The decision on whether an employee does not receive an increment will be made by the Department Head, with the approval of the Personnel Officer. The employee must have been informed that the unacceptable performance or behavior could result in not receiving an increment, at the time of the evaluation or during the counseling session. Any new evaluation procedure will be subject to negotiations as required by the Taylor Law.

12. Hourly rates that appear in the Salaried schedule shall be computed by dividing the base salary and each step by the number of regular work hours in a year rounded to four decimal places.

1993 Regular work hours are as follows: 1993 has 261 work days:

$$261 \text{ days} \times 8 \text{ hr/day} = 2088 \text{ hours for 40 hr/week positions}$$

261 days x 7.5 hr/day = 1957.5 hours for 37.5 hr/week positions

261 days x 7 hr/day = 1827 hours for 35 hr/week positions

13. In the event the parties have not reached an agreement on salaries by January 1 of any given year, the County shall have the right to adjust the hourly rates that appear in the salaried schedule by dividing the prior year's annual salary by the number of work hours in the upcoming year. The number of work hours will be determined by multiplying the number of normal work days (260, 261 or 262) times the number of normal work hours in a day (8, 7.5 or 7).
14. **PREMIUM PAY:** The following premium pay is subject to overtime computation:
 - A. Hourly highway personnel employed prior to January 1, 1975, and who are assigned to bridge work, will receive fifteen (15) cents per hour in addition to their regular hourly rate.
 - B. Hourly highway personnel hired subsequent to January 1, 1975, and who are assigned to bridge work, will receive fifteen (15) cents per hour in addition to their regular hourly rate for hours worked on such assignments.
15. **LONGEVITY PAY:** Effective January 1 of the year in which a full-time salaried employee reaches twenty (20) years of continuous service as a regular full-time or permanent part-time employee, one thousand dollars (\$1000) will be added to his or her annual salary. The \$1000 will be converted to an hourly rate for full-time hourly employees by dividing the \$1000 by the total number of normal work hours in a given year, i.e. a 40 hour week in 1995 equals 2080 hours divided into \$1000 equals \$.4808 per hour. Permanent part-time employees will receive a prorated amount of the \$1000 by adding an hourly amount to their hourly rate. The hourly amount to be added will be converted using the same method used for full-time hourly personnel. The longevity of \$1000 or hourly amount will not be added to an employees' annual salary or hourly rate in computing raises but will be considered part of their salary or hourly rate for other purposes, i. e. overtime, etc.
16. **SHIFT DIFFERENTIAL:**
 - A. All LPNs, RNs, Head Nurses, Supervising Nurses, and Nurses Aides employed at the Countryside Care Center shall receive twenty-five (25) cents per hour for all hours worked on the second shift (2:45 p.m. to 11:15 p.m.), and fifty (50) cents per hour for all hours worked on the third shift (10:45 p.m. to 7:15 a.m.)

All other employees of the Countryside Care Center shall receive twenty-five (25) cents per hour for all hours worked between 6:00 p.m. and 11:59 p.m., and fifty (50) cents per hour for all hours worked between 12:00 a.m. and 5:00 a.m.
 - B. Effective with the first full payroll following the date this contract is ratified (effective March 16, 2003) all LPNs, RNs, Head Nurses, Supervising Nurses, and Nurses Aides employed at the Countryside Care Center shall receive fifty (50) cents per hour for all hours worked on the second shift (2:45 p.m. to 11:15 p.m.), and seventy-five (75) cents per hour for all hours worked on the third shift (10:45 p.m. to 7:15 a.m.)

All other employees of the Countryside Care Center and employees in the Building Maintenance Department shall receive fifty (50) cents per hour for all hours worked between 6:00 p.m. and 11:59 p.m., and seventy-five (75) cents per hour for all hours worked between 12:00 a.m. and 5:00 a.m.

- C. Effective January 1, 2004 all LPNs, RNs, Head Nurses, Supervising Nurses, and Nurses Aides employed at the Countryside Care Center shall receive seventy-five (75) cents per hour for all hours worked on the second shift (2:45 p.m. to 11:15 p.m.), and one dollar (\$1.00) per hour for all hours worked on the third shift (10:45 p.m. to 7:15 a.m.)

All other employees of the Countryside Care Center and employees in the Building Maintenance Department shall receive seventy-five (75) cents per hour for all hours worked between 6:00 p.m. and 11:59 p.m., and one dollar (\$1.00) per hour for all hours worked between 12:00 a.m. and 5:00 a.m.

17. **LABORERS:** Persons employed as Laborers except those employed in the Countryside Care Center will be paid in accordance with the hourly schedule contained in Appendix A.

18. **OVERTIME**

- A. All hourly rated Highway and Landfill employees shall receive time and one-half for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. All salaried employees shall receive compensatory time off according to existing departmental policies for all hours worked in excess of their normal number of hours per week, but will receive time and one-half for all hours over forty (40) hours per week if required by State or Federal Law. Registered Professional Nurses, Head Nurses, Supervising Nurses and other positions requiring the incumbent to be a registered professional nurse will receive time and one half (1 and ½) for all hours worked in excess of forty (40) hours per week.

When it is impracticable to grant compensatory time off, the County may, within a reasonable period of time, pay a salaried employee for overtime work.

- B. Except in emergencies no employee shall work overtime unless said overtime is necessary and has been approved by the appropriate department head or his designee.
- C. Authorized overtime will be assigned to an employee in one-quarter (1/4) hour units only.

Employees will be paid for 15 minute overtime units as follows:

Extra Time Worked	Time Paid
Less than 5 minutes	0
5 minutes or more	15 minutes

Examples:

Extra Time Worked	Time Paid
4 minutes	0
5 minutes	15 minutes
19 minutes	15 minutes
20 minutes	30 minutes
34 minutes	30 minutes
35 minutes	45 minutes
49 minutes	45 minutes
50 minutes	60 minutes

- D. Employees will be "docked" for late arrival, utilizing the same quarter (1/4) hour unit principle as overtime assignment, as follows:

<u>Minutes Late</u>	<u>Time Paid From</u>
Less than 5 minutes	Paid from regular starting time
5 - 19 minutes	15 minutes after regular starting time
20 - 34 minutes	30 minutes after regular starting time
35 - 49 minutes	45 minutes after regular starting time
50 - 60 minutes	60 minutes after regular starting time

The parties agree that this procedure shall only be used to determine how employees will be paid for late arrivals. This procedure will not change how arrival times are recorded, i.e. arrival times will be recorded as the actual time an employee arrives at work.

This procedure will not constitute a definition of late arrival, i.e. employees arriving at work less than five minutes after their normal starting time will still be considered late.

E. **The following shall not be considered hours worked for the purpose of computing overtime:**

- 1) Personal Time
- 2) Comp Time
- 3) Undocumented sick leave except as hereinafter provided.

F. **The following shall be considered hours worked for the purpose of computing overtime:**

- 1) Holidays
- 2) Bereavement in the immediate family as referred to in Article X, Section 11 a.
- 3) One-half bereavement days for co-workers or close friends.
- 4) Vacation
- 5) Administrative Leave
- 6) Jury Duty
- 7) Military Leave
- 8) Except as hereinafter provided, sickleave, if prior to the second Thursday following the end of the pay period, the illness is verified by a physician's statement. Fulltime employees, who as of January 1, have worked the entire prior calendar year and who have used the equivalent of three days or less of undocumented sick leave within that calendar year or have less than an equivalent of three days without pay, or who have a combination of sick leave and days without pay totaling three days or less, will not be required to document sick leave for overtime purposes during the upcoming year. This provision shall not restrict the County's right to ask for a physician's statement for any absence in excess of three days or for a pattern of abuse of sick leave pursuant Article X, Sick Leave and that such a statement will be used for overtime purposes.

G. Hourly rated employees, employed in the County Highway Department, who are required to work on Christmas and/or Thanksgiving, on other than regularly scheduled work assignments, shall be compensated at one and one-half (1 and ½) times their regular hourly rate for such hours worked. Such compensation shall be in addition to their regular straight time Holiday pay.

H. Salaried employees may accumulate a maximum of two weeks compensatory time. Any compensatory time earned in excess of two weeks shall, at the discretion of the department be paid in the payperiod it is earned, or be used no later than in the following payperiod.

19. **MINIMUM CALL IN TIME** - Employees who have completed their work day and who have left their work site and who are then called back to work will be paid for a minimum of four (4) hours or they will be granted a minimum of four (4) hours compensatory time. Such guaranteed minimum call in pay will not apply to an uninterrupted extension of the normal work day or where an employee is called in prior to the commencement of his or her normal work day and such call in work extends into the starting time of his or her next regularly scheduled work day.

20. **OVERTIME ASSIGNMENT** - The County agrees to develop written procedures and schedules for the assignment of overtime associated with snow removal and sanding and salting operations in the Highway Department. Such procedures will provide that:

- A. Documentation of those individuals desiring overtime is maintained;
- B. Records of employee refusal of overtime and attempts to call persons in are maintained;

- C. Assignment of overtime is done on a rotational basis, so that overtime is distributed in a relatively equal manner.
 - D. Employees at the Countryside Care Center who work two shifts in one twenty four (24) hour period (12:01 a.m. to 12:00 p.m.) shall receive time and one-half (1 ½) for those hours worked in excess of their regularly scheduled shift provided the employee works at least four (4) hours in excess of their regular schedule. Working the night shift (10:45 p.m. to 7:15 a.m.) shall not be counted as having worked a separate shift in two different days, nor shall paid leave time be counted as time worked for the purpose of determining when an employee shall be paid time and one-half for a double shift.
 - E. Notwithstanding any other provision of this article or any other provision of this agreement under no circumstances shall an employee be paid more than time and one-half for any hours worked.
21. **ON-CALL PAY** - Employees in the Social Services, Mental Health, Probation departments and Countryside Care Center who are on-call will receive the following hourly on-call rates:
- \$1.00 per hour for a weekday
 - \$1.25 per hour for a weekend day
 - \$1.50 per hour for a holiday
- A. For purposes of computing on-call pay:
 - 1) A day shall be a twenty-four (24) hour period starting at 12 a.m.;
 - 2) Weekend days are Saturdays and Sundays;
 - 3) Holidays shall be those days observed by the County as holidays. December 25th and January 1st shall also merit holiday on-call pay when these dates are not observed as holidays by the County.
 - B. Employees will have the option of receiving compensatory time instead of pay if the department head agrees. Compensatory time will be calculated by dividing the hourly on-call rate by the employee's hourly rate, and rounding to the nearest quarter hour.
 - C. Employees will not receive the four (4) hour minimum call-in pay if they are called in during the time they are on-call.
 - D. Employees who do not respond to a call during an on-call period will not be paid on-call pay for that period. The County has the right to discipline employees who do not respond to calls during an on-call period. Hours on-call will not be considered as hours worked for the purposes of computing overtime. However, when an employee is called in to work all hours actually worked will be used in determining eligibility for overtime.
22. **TRAVEL PAY:** Travel required by the employer will be considered time worked. The parties agree that this section shall not be interpreted to mean that employees will be paid for travel that would normally be required for commuting to work. The parties agree to form a joint committee to develop guidelines to implement this section.
23. **PAY PERIODS:** A system of twenty-six (26) pay periods per year, is agreed to and shall be continued.
24. **OUT-OF-TITLE WORK:** Employees who are temporarily assigned to work in a higher job classification will be paid a salary equivalent to the salary they would have received if they had been promoted to the higher classification subject to the following conditions:
- A. Employees must be assigned to the higher duties in writing by the Department Head with the approval in writing by the Personnel Officer.
 - B. Employees are assigned to the higher classification for at least five (5) consecutive work days.
 - C. At the end of the temporary assignment the employee's salary will be reduced to the salary he or she was receiving previously.

- D. Employees will be paid the higher out of title rate for hours actually worked and not for paid leave time used during the time they work out of title.
- E. Use of paid leave time during the time an employee is working out of title will not break the consecutive workdays.

ARTICLE X
EMPLOYEE BENEFITS

- 1. The following employees are entitled to the benefits delineated in this Article:
 - A. All regular full-time employees.
 - B. Full-time CETA employees who are mandated by federal regulations to enjoy benefits, except CETA participants will not be entitled to retirement.
 - C. Temporary employees who are employed for more than six (6) months.
 - D. Permanent part-time employees will receive pro-rated benefits as specified in this Article.
- 2. **CHANGE IN STATUS**
 - A. Full-time employees changing to a parttime status will lose all previously accrued longevity and benefits including accumulated sick leave.
 - B. Full-time employees changing to permanent part-time status will retain previously accrued benefits.
 - C. Except as herein indicated, effective upon ratification of the agreement by both parties, the following shall apply to employees who retire under the NYS Retirement System and who must be off the payroll for one day, and who are then re-employed by the County within seven (7) calendar days of their retirement date:
 - 1) These employees will be considered Status 1 employees for the purpose of computing their contribution to the health insurance.
 - 2) These employees will be re-credited with any sickleave not applied under Option 41J.
 - 3) These employees will be re-credited with any other paid leave time for which they were not paid or had not used at the time of their retirement.
 - 4) These employees will be re-credited with prior service for the purposes of entitlement to longevity and for calculating vacation allowance.
 - D. Employees who are re-employed by the County more than seven (7) calendar days after their retirement date will be considered Status 2 employees.
- 3. A day for the purpose of computing sick leave, vacation, bereavement, personal days, etc., shall be as follows:
 - A. A day for those full-time employees employed on a 35 hour per week basis shall be seven (7) hours.
 - B. A day for those full-time employees employed on a 40 hour per week basis shall be eight (8) hours.
 - C. A day for permanent part-time employees shall be eight (8) hours.
- 4. **NOTICE OF RESIGNATION OR RETIREMENT**
 - A. Except in an emergency employees are required to give ten (10) working days advance notice of their resignation or retirement. Paid leave time shall not be counted as part of the ten (10) days.
 - B. Employees who fail to give the required ten (10) working days notice will have their entitlement to any unused paid leave time reduced by one (1) day for each day their notice is deficient.

5. **HEALTH INSURANCE**

- A. The County will maintain its health insurance plan, i.e. Ultra Blue 17 (UB 17), Blue Medallion Major Medical and a prescription drug plan with a \$3.00 generic and \$6.00 brand name copay provided by Blue Cross Blue Shield. **Effective January 1, 2004, the copay for the prescription drug plan will be \$5.00 generic and \$10.00 brand name.**
- B. Except as hereinafter indicated, contributions to the cost of health insurance for employees hired by the County before January 25, 1995, whether or not the employee has or is eligible for health insurance coverage, hereinafter referred to as "**Status 1 employees**", will be determined as follows:

Full-time Employees

- 1) The County's contribution toward the cost of health insurance, for full-time Status 1 employees, shall be 90% of the cost of an individual plan with or without prescription or 90% of the cost of a family plan with or without prescription or a combination thereof.
- 2) A full-time Status 1 employee's contribution to the cost of health insurance shall be the difference between the cost of the plan the employee selects and the County's contribution to the cost.

Permanent Part-time Employees

- 1) The County's contribution toward the cost of health insurance, for permanent part-time Status 1 employees, shall be 90% of the cost of an individual plan with or without prescription.
- 2) A permanent part-time Status 1 employee's contribution toward the cost of health insurance shall be the difference between the cost of the plan the employee selects and the County's contribution to the cost individual coverage.

- C. Except as hereinafter indicated, contributions to the cost of health insurance for employees hired by the County on or after January 25, 1995, hereinafter referred to as "**Status 2 employees**", shall be as follows:

Full-time Employees

- 1) The County's contribution toward the cost of health insurance, for full-time Status 2 employees, shall be 80% of the least cost individual plan with or without prescription or 80% of the least cost family plan with or without prescription or a combination thereof.
- 2) A full-time Status 2 employee's contribution to the cost of health insurance shall be the difference between the cost of the plan the employee selects and the County's contribution to the same type least cost coverage.

Permanent Part-time Employees

- 1) The County's contribution toward the cost of health insurance, for permanent part-time Status 2 employees, shall be 80% of the least cost individual plan with or without prescription.
- 2) A permanent part-time Status 2 employee's contribution toward the cost of health insurance shall be the difference between the cost of the plan the employee selects and the County's contribution to the same least cost individual coverage.

- D. The County will continue a premium only pre-tax program pursuant to Section 125 of the Internal Revenue Code for as long as such program is permitted under law.

During the life of the contract, the parties will review the pre-tax program to determine if additional items should be added such as child care and unreimbursed medical expenses.

- E. Current employees who leave the employment of the County, and then who are re-employed by the County, shall be considered Status 2 employees.

- F. The co-pay for the CHP of Bassett HMO shall be increased to \$10.00 as soon as a special re-opening date can be scheduled by the County to give employees an opportunity to change the type of health insurance plan they have. The co-pay for the Blue Care Plus HMO will be increased to \$10.00 effective on the July 1, 1995 re-opening date provided there is no change in benefits except for increasing the existing co-pay from \$3.00 to \$10.00.
- G. The County will not pay for double prescription coverage for any employee regardless of their date of employment. The County will continue to pay for double coverage for Blue Cross Blue Shield and Major Medical coverage for those employees who had such double coverage as of May 11, 1989 but will not pay for such double coverage for any other employee. This provision will be implemented as follows: where two employees are eligible to be a dependent on the other's health insurance policy, at the option of the employees, one employee will elect family coverage with the other employee carried as a dependent, or each may elect individual coverage. In the event an employee becomes ineligible for coverage, as the policy holder or as a covered dependent of a policy holder, due to such factors as termination of employment, change in employment status to a position where coverage is not available or divorce, continued coverage will be made available to eligible employees without regard to reopening status, and with no lapse in coverage or disallowance for pre-existing conditions.
- H. The County will offer health coverage through one or two Health Maintenance Organizations (HMO's) as an alternative to the basic UB17, Blue Medallion and prescription card plan. Employees will pay any additional costs associated with selection of a HMO versus the basic plan.

Effective January 1, 1998, the County will not offer Blue Care Plus to any additional employees, either Status 1 or Status 2. Only those employees who have Blue Care Plus coverage on December 31, 1997 may continue such coverage. In the event an employee who has Blue Care Plus coverage on December 31, 1997 switches to another plan on or after 1/1/98, they may not then rejoin Blue Care Plus.

Except as noted below, Status 1 employees who have Blue Care Plus coverage on December 31, 1997, but who do not switch to another HMO offered by the County on the January 1, 1998 re-opening will, effective January 1, 1998, contribute 15% instead of 10% to the cost of Blue Care Plus coverage. If these Status 1 employees do not switch to another HMO on or before the January 1, 1999 re-opening, they will, effective January 1, 1999, contribute to the cost of Blue Care Plus coverage in the same manner as a Status 2 employee.

Those Status 1 employees who do not have the traditional Blue Cross Blue Shield plan on December 31, 1997, and who join the traditional plan on or after January 1, 1998, will contribute to the cost of the traditional plan in the same manner as a Status 2 employee.

- I. Due to the County's Major Medical Carrier requirements, employees or dependents who complete an application for major medical coverage more than thirty (30) days after the date they are first eligible for coverage will have to complete a medical insurability questionnaire. Except that permanent part-time employees who elect to add dependent coverage at the time they become full-time will not be required to complete a medical insurability questionnaire for their dependents. Completion of the medical insurability questionnaire will have no effect on an employee's eligibility, or the eligibility of an employee's dependent(s), for major medical coverage, i.e., no application for coverage will be rejected because of completion of the questionnaire.

- J. The County will pay its share of the cost of health insurance during such time as an employee is working or receiving paid leave.
Except as otherwise provided employees who go without pay for more than fifteen (15) consecutive working days must assume the cost of their health insurance at such time as the coverage paid for by the County ceases. The Personnel Office shall notify such employees when they must assume the cost of their health insurance.
- K. In addition, for those employees with less than six (6) months of accumulated sick leave who become disabled on or off the job, and who file a disability or worker's compensation leave request, the County will continue to pay the cost of health insurance up to a maximum of six (6) months for an off-the job disability or up to a maximum of twelve (12) months for a worker's compensation disability. The six (6) or twelve (12) month limit shall include any time during which an employee is receiving paid sick leave, and shall be for any one injury or illness.
- L. During the duration of this agreement the County shall have the right to change health insurance plans and/or carriers provided any new plan adopted must provide the same or improved benefits as the plan in effect at the time this agreement is executed. A change in health insurance plans and/or carriers could include a self-funded plan. Prior to any new plan being adopted the Union will be given the opportunity to review the proposed plan and reject same if it does not provide the same benefits as contained in the existing plan.
- M. The County will continue to provide an optional dental plan for as long as the County can obtain such a plan through a carrier.
If an employee elects the dental plan instead of the prescription plan, and the dental plan costs more than the prescription plan, the employee will pay 100% of the additional cost of the dental plan.
If an employee elects to have both the prescription and free-standing dental plans, the employee will pay 100% of the cost of the dental plan.
An employee can only change his election regarding prescription or dental plan on January 1st of each year.
- N. Health Insurance - Retirees: Employees who retire directly from County service under the New York State Retirement System and who have health insurance through the County at the time of their retirement, will be allowed to purchase, at the retiree's expense, an HMO and/or prescription offered by the County. Retirees will not be allowed to purchase the traditional BC, BS or major medical experience rated plan offered by the County except if they have the right to do so under COBRA or other Federal or State Law. When such right expires, said employee must switch to an HMO.
- 1) This provision shall:
 - a) Not apply to former County employees who retired prior to the ratification/approval of the agreement by both parties except for those retirees who retired previously but who are still on a County policy under COBRA.
 - b) Only apply at the time of the employee's retirement. If an employee continues health insurance through the County at the time of their retirement but subsequently discontinues such coverage, they will not be eligible to rejoin a County plan.
 - 2) If a retiree fails to submit their required contribution on a timely basis, they will be dropped from the County plan and will not be eligible to rejoin such plan.
 - 3) The right to purchase health insurance through the County will be applicable during the life of the retiree and shall not extend to dependents after the a retiree's death except if required by COBRA or other Federal or State law.

- 4) The County will notify all retirees and the Union of any termination of coverage for all retirees at least six months prior to the effective date of such termination. This six month notice requirement shall not be applicable to termination of coverage for an individual retiree due to non-payment of premium.
- 5) Retirees shall be treated in the same manner as active employees in regard to health insurance.
- 6) Nothing in this provision shall prevent or limit the right of the County to place retirees and/or surviving dependents in a separately rated sub-group.

6. RETIREMENT

- A. Except as hereinafter provided, the County will continue to participate in the non-Contributory 1/60th New York State Retirement Plan retroactive to 1938. Eligibility of employees covered by this agreement shall be governed by the rules and regulations of the New York State Retirement System.
- B. Employees employed on or after July 27, 1976 are covered by retirement plans mandated by the New York State Retirement System, i. e. Tier 3 and Tier 4, and must, as required by the New York State Retirement System contribute to the cost of said plan. Current contribution requirement is three percent (3%) of salary.
- C. In addition to the above retirement coverage, the County agrees to continue the provisions of Option 41J, available under the New York State Retirement System the cost of which will be wholly paid by the County.
- D. The County will continue retirement plan 75i for Tier 1 and Tier 2 members.

7. HOLIDAYS WITH PAY

- A. All full-time employees who have been on the County payroll for the previous thirty (30) consecutive days, who work the last scheduled working day prior to and the first scheduled working day after any of the following eleven (11) holidays shall receive their regular pay for those eleven (11) days, subject to the following conditions as outlined in numbers "d", "e", "f", "g", "h", "I", "j", and "k".
- B. The eleven (11) holidays referred to above are as follows:
 - 1) New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Two (2) Floating Holidays
 - 2) Two Floating Holidays to be taken on dates selected by the employee subject to the approval of the appropriate department head.
 - 3) New Year's Day in the year 2005 shall be observed on December 31, 2004 resulting in the observance of twelve (12) holidays in 2004 and ten (10) holidays in 2005.
 - 4) Where employees' work week is Tuesday through Saturday, and when holidays fall on a Monday, the County will provide those employees with the option of a "floating holiday" instead of holiday pay. These "floating holidays" are to be taken on a date selected by the employee subject to the approval of the appropriate department head and may not be used prior to being earned, i. e. they can only be used following the Monday on which the holiday is normally observed.

- C. Permanent part-time employees shall receive the following six (6) paid holidays a year:
- 1) New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
 - 2) New Year's Day in the year 2005 shall be observed on December 31, 2004 resulting in the observance of seven (7) holidays in 2004 and five (5) holidays in 2005.
- D. In those departments where it is necessary to maintain operations, such as the Countryside Care Center, Highway Department, etc., a compensatory day will be granted at a time agreeable to both the employee and the department head for those employees required to work on the holiday.
- E. Absences on the last scheduled working day prior to and the first scheduled working day after the holiday will be excused provided the employee presents a reason satisfactory to the department head.
- F. Employees who have been requested to report for essential work on a holiday and who have accepted the assignment and who then fails to report without satisfactory reason to perform such work, shall not receive holiday pay.
- G. In applying this procedure, when any of the above enumerated holidays fall on Saturday or Sunday and the State or Federal Government observes another day, it shall be the policy of Delaware County to do likewise, except as otherwise stated in this Agreement.
- H. Further in applying this policy, it shall be the prerogative of Delaware County to pay any employee a sum equal to the amount he would have received had he worked on the holiday, in addition to his regular pay, in lieu of giving a compensatory day off.
Employees regularly scheduled for work on the Holidays mentioned, shall receive regular straight time pay for hours worked but shall be given another compensable day for the Holiday.
- I. When one of the aforementioned holidays falls within the regularly scheduled vacation period of an employee who is eligible to receive such holiday pay and he is absent from work because of such approved vacation, he shall receive a compensatory day off or pay for the day as above set forth.
- J. Generally all holidays falling on Saturday shall be taken on Friday and all holidays falling on Sunday shall be taken on Monday.
- K. In addition to the holidays designated in paragraph "b" the County may, without prejudice and without the establishment of precedent, designate any other holiday or grant time at its own discretion. Employees who are required to work on such designated holidays, shall receive compensatory time off or pay for the same.
All holidays earned in a calendar year must be used within thirty (30) days of the end of that calendar year or an employee shall be compensated for such holidays within thirty (30) days of the end of the calendar year in accordance with subparagraph "h".
- L. Employees may not accumulate more than four (4) holidays except with the written permission of his or her department head.
However, employees will not lose holiday pay except if an employee refuses to be scheduled for a holiday prior to exceeding the four (4) holiday limit.
- M. Notwithstanding any other provisions of this Article, employees who work on Independence Day (July 4), Thanksgiving Day, or Christmas Day (December 25) shall receive time and one-half for all hours worked on those days.

8. **VACATIONS WITH PAY**

- A. The following vacation plan shall be implemented effective January 1, 1998.
- B. Vacations will be granted to all employees covered by this agreement who work the required period before being eligible for a vacation.
- C. Hereinafter, the vacation plan for full-time employees shall be as follows:
 - 1) One (1) year but less than seven years of continuous service, ten (10) working days.
 - 2) January 1st of the year in which an employee reaches seven (7) years of continuous service, fifteen (15) working days.
 - 3) January 1st of the year in which an employee reaches fourteen (14) years of continuous service, twenty (20) working days.
- D. Hereinafter, the vacation plan for permanent part-time employees shall be as follows:
 - 1) One (1) year but less than seven (7) years of continuous service, five (5) working days.
 - 2) January 1st of the year in which an employee reaches seven (7) years of continuous service, eight (8) working days.
 - 3) January 1st of the year in which an employee reaches fourteen (14) years of continuous service, twelve (12) working days.
- E. January 1st of each year shall be the date on which employees qualify for vacation pay allowance as hereinafter provided.
- F. Vacation eligibility shall be established as follows:
 - 1) To be eligible to receive a full vacation, an employee must have worked during at least sixty (60%) percent of the pay periods during the calendar year prior to the established eligibility date of January 1st.
 - 2) An employee who does not meet the requirements of one (1) above may receive a pro-rated vacation if the absence was caused by circumstances beyond his or her control.
 - 3) Employees entering the employ of Delaware County throughout the year shall have their first year's vacation prorated as of the January 1st date following their date of employment. Such amount shall be the allowable paid vacation time to be taken during the ensuing calendar year.
 - 4) Pro-rated vacations shall be computed on the basis of 1/52 of their regular vacation allowance for each week that the employee did work in the employ of Delaware County during his or her qualifying period.
- G. Employees terminated, for any reason, prior to December 31st of their beginning year of employment, shall not be entitled to paid vacation days.
- H. After one full calendar year of employment, employees may, upon their written request and with their department head's approval, carry over ten (10) accrued vacation days from the current vacation year to the succeeding vacation year.
- I. In situations where departmental work requirements make it difficult for an employee to use his or her vacation time, the employee may request that they be allowed to carry over additional vacation days, or that they be paid for all or part of any unused vacation days in excess of ten (10) days. Such requests will be subject to the approval of the Department Head and the Personnel Officer. However, except as herein after provided, employees will not be allowed to carry over more than twenty (20) vacation days from year to year.

It is understood that payments for accrued vacation time in lieu of an employee's taking time off shall only be made on an exception basis and only under the circumstances described herein. Such payments shall not be made to supplement an employee's annual salary.

- J. Employees who have not been given any opportunities to use their vacation time shall have the right to carry over all unused vacation time to the succeeding year, and will not be required to accept payment in lieu of time off.
- K. Employees will lose unused vacation time in excess of ten (10) days if they were given an opportunity to use this vacation and they refused to use it.
- L. Employees who resign or are discharged prior to January 1st of any year shall not be eligible for a pro-rated vacation allowance for the calendar year in which they resign or are discharged. Employees with at least one (1) year of full or permanent part-time service may take any unused vacation allowance credited to them as of the previous January 1st.
- M. Employees who retire, or the estates of those employees who die, shall receive a vacation allowance based on the time he is in service at the rate of 1/52 of his applicable vacation pay for each week in which he worked within the year prior to the applicable eligibility date of the particular vacation year. All earned vacation must be taken prior to retirement.
- N. Scheduling of vacation shall be the function of the County of Delaware through the various department heads, however, whenever practical, seniority shall be respected in the selection of vacation time. However, except as hereinafter provided, in the event a conflict in scheduling occurs, seniority shall be the determining factor provided both requests are made at least two (2) months in advance of the vacation dates requested in departments other than the Countryside Care Center. Application of seniority to vacation selection at the Countryside Care Center shall be as provided in subparagraph "p" of this provision.
- Application of seniority to vacation selection in all departments shall be restricted to two consecutive weeks during the three month period of June, July and August and to two consecutive weeks during the two month period of November and December.
- However, nothing in this provision shall prevent the approval of more than two consecutive weeks during these specified periods if there is no conflict in scheduling and work requirements allow for such approval.
- Approval of vacation requests shall not be rescinded except for unforeseen circumstances when it is absolutely necessary to do so to insure that vital work requirements are met. Departments will make a good faith effort to avoid rescinding such approval.
- O. The following procedure shall apply to all departments except the Countryside Care Center:
- 1) Requests for use of vacation time shall be submitted in writing at least two months in advance of the dates requested.
 - 2) Employees will be notified in writing if their request is approved or denied no later than ten (10) working days from the date the request was submitted. Reasons for denial will be given.
 - 3) Vacation requests submitted less than two (2) months in advance may be approved at the discretion of the department head. All such requests will be approved or denied in writing as soon as practical, however, no reason need be given for a denial.
- P. Except as hereinafter provided, requests for use of vacation time at the Countryside Care Center shall be in accordance with facility policy.
- The following procedures for requesting vacation time shall apply at the Countryside Care Center:
- 1) Requests for use of vacation time shall be submitted in writing to the employee's department head or their designee utilizing a standard form developed by Countryside. Standard request forms shall include dates requested, date submitted by the employee, date and initials of person who received the request, date employee notified of approval/disapproval, and initials of person notifying the employee.

- 2) Requests shall be submitted no later than three months prior to the date the schedule, covering the dates requested, is posted.

Vacation requests submitted less than three months in advance, of the dates schedules are posted, may be approved at the discretion of Countryside with no reason for denial required.

- 3) Requests will be approved or disapproved no later than six weeks prior to the date the schedule covering the dates requested is posted with reasons for denial given. However, no request will be approved on a tentative or final approval basis more than three months prior to the date the schedule covering the dates requested is posted. Every effort shall be made to accommodate vacation requests within the work requirements of the facility.
- 4) In the event a conflict in scheduling occurs, seniority shall be the determining factor provided both requests are made at least three months in advance of the date the schedule covering the dates requested is posted.
- 5) Prior to the beginning of each year, the Countryside Care Center will post a notice indicating the dates of each schedule period, the dates when requests for vacation during each schedule period must be submitted and the dates when approval or disapproval will be given for each schedule period.

It is understood and agreed to by the parties that:

- a) In the event this procedure proves unworkable and results in problems for the Administration and/or employees of Countryside, that the parties will make a good faith effort to resolve these problems through the labor/management form. However, any changes to the procedures contained herein will require the mutual agreement of the Union and the County.
- b) That the Countryside Care Center shall only be obligated to comply with the procedures specified herein and retain the right to maintain or modify other policies or procedures related to vacation scheduling.

- Q. Vacation days may be taken in not less than one hour units except those employees who receive a pro-rated vacation may use whatever fraction of a day results from such pro-rating.

9. **SICK LEAVE**

- A. Full-time employees shall be granted one (1) day of sick leave for each month of employment accumulative to one hundred eighty (180) days.
- B. Permanent Part-time employees shall be granted four (4) hours of sick leave for each month of employment accumulative to eighty-three (83) days.
- C. Employees may use a maximum of ten (10) sick days per calendar year to attend to members of their immediate family whose illness requires the care of the employee. The definition of immediate family shall be the same as the definition contained in the bereavement section. The use of sick leave for the care of members of immediate family shall be subject to the same provisions as use of sick leave for employee illness, i.e., doctor's notes, etc. The County may require a signed statement from the employee indicating what member of their immediate family they cared for and why they had to care for the family member for absences of three days or less.
- D. Employees shall be required to call in to notify the County of his or her illness and absence before the work day commences if physically possible. The employee's supervisor may make reasonable written rules as to how such notice is to be given and it shall not be unreasonable to require notice of at least two (2) hours.

- E. Except as otherwise provided, the County may require a doctor's certificate for any absence in excess of three (3) days. In addition, the County may require a doctor's certificate for any absence if an employee has established a pattern of abusing sick leave such as repeatedly using sick leave on the day before and after a regular day off or the day before and after a paid leave.
- F. Full-time employees using nine (9) or more days of sick leave not documented by a doctor's statement within a calendar year will not earn a sick day for the first two months of the following year.
Full-time employees using seven (7) or eight (8) days of sick leave not documented by a doctor's statement within a calendar year will not earn a sick day for the first month of the following year.
- G. Permanent part-time employees using five (5) or more days of sick leave not documented by a doctor's statement within a calendar year will not earn sick leave for the first two months of the following year.
Permanent part-time employees using four (4) days of sick leave not documented by a doctor's statement within a calendar year will not earn a sick day for the first month of the following year.
- H. Full-time employees who have worked an entire calendar year and who have used two (2) days or less of sick leave within that calendar year or who have less than two (2) days without pay, or who have a combination of sick leave and days without pay totaling two (2) or less days will be granted two (2) additional vacation days the following year.
Full-time employees who worked an entire calendar year and who have used no sickleave and who have not gone without pay within the calendar year, shall be granted three (3) additional vacation days the following year.
- I. Permanent part-time employees who have worked an entire calendar year and who have used one (1) day or less of sick leave within that calendar year, or who have less than one (1) day without pay, or who have a combination of sick leave and time without pay totaling one (1) work day will be granted one (1) additional vacation day the following year.
Permanent part-time employees who worked an entire calendar year and who have used no sickleave and who have not gone without pay within the calendar year, shall be granted two (2) additional vacation days the following year.
- J. Employees will be allowed to use sick leave in a minimum of one-quarter hour units. The use of sickleave will not result in an employee being paid for more time than their normal workday, i.e. an employee whose normal workday is eight (8) hours, works seven (7) hours and fifty (50) minutes and goes home sick ten (10) minutes early, will only be paid for eight hours, i.e. 7 and 3/4 hours work and 1/4 hour sick.
- K. Sick leave shall not be used for regular dental or vision appointments. Sick leave used for regular medical checkups, on-going treatment, diagnostic testing, and emergency dental or emergency vision care, which is the result of an accident or injury, shall be documented by a certificate from a doctor, dentist or ophthalmologist.
Effective with the ratification of this contract, March 9, 2003, sick leave may be used for the employee and the employee's dependent children for regular dental and vision appointments.
- In using sick leave for other than personal illness as referred to in this paragraph, only the amount of time needed to complete an examination, test or procedure and associated travel time will be used.
- L. Standards forms provided by the Personnel Office will be used for all doctor certificates and employee statements concerning the care of members of their immediate family. No other forms will be acceptable.

- M. Employees who are scheduled to work on a holiday and who call in sick and who do not provide a doctor's statement for that absence may be required to submit a doctor's statement for any sick leave absence on a holiday for a period of one year.
- N. Employees who call in sick on a day when the roads within the County have been closed by the Sheriff or on those days where weather conditions have resulted in poor road conditions, may be required to submit a doctor's statement for that absence.
- O. Sick notes must be received in the Personnel Office within twenty (20) calendar days from the day the sick time is taken or fifteen (15) calendar days after the employee returns to work, if time off is continuous for ten (10) or more work days. Any documentation received outside of this time interval will not be accepted for purposes of earning sick days the following year.

10. **PERSONAL LEAVE**

- A. Personal leave is leave with pay for personal business and is to be taken with departmental approval so as not to interfere with the proper operations of government. Employees requesting the use of personal leave will not be required to give any reason other than personal provided they request the personal leave at least two (2) working days in advance, i.e., employee requests Friday off, if the request is made on or before Tuesday, no reason need be given, if the employee requests Friday off and the request is made on or after Wednesday, the department head may require the employee to give a reason.
- B. Personal leave will not be accumulative from year to year, nor it is intended for use in conjunction with vacation, holidays or supplemental time.
- C. Personal leave may be taken in a minimum of one hour increments.
- D. Full-time employees who have been in the service of Delaware County for at least eight (8) weeks as of January 1, will be credited with three (3) personal days. Permanent part-time employees who have been in the service of Delaware County as a permanent part-time employee for at least eight (8) weeks as of January 1, will be credited with one (1) personal day.
- E. Those full-time employees who enter the employment of Delaware County throughout the year shall have their first year's personal leave prorated on the basis of 3/12 of a day for each full month remaining in the calendar year. Computation and crediting of such personal leave shall not begin until the first day of the calendar month following eight (8) weeks of employment.
- F. Permanent part-time employees who enter the employment of Delaware County as a permanent part-time employee or are reclassified as a permanent part-time employee throughout the year shall have their first year's personal leave prorated on the basis of one-fourth (1/4th) day for each full three (3) month period remaining in the calendar year from the date of employment or reclassification. Computation and crediting of such personal leave shall not begin until the first day of the calendar month following eight (8) weeks of employment or eight (8) weeks following reclassification.

11. **BEREAVEMENT**

- A. Full-time employees shall be entitled to three (3) days paid bereavement leave per calendar year for death occurring in the immediate family.
 Permanent part-time employees shall be entitled to two (2) days paid bereavement leave per calendar year for death occurring in the immediate family.
Immediate family shall mean spouse, father, mother, sister, brother, children, as well as father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, grandparents-in-law, aunt and uncle.
- B. Full-time employees shall be entitled to three (3) days of bereavement per occurrence for the death of a mother, father, child, spouse, brother or sister.

Examples for full-time employees: Mother and grandparent die in the same year: total six (6) days bereavement. Mother, father, and grandparent die in the same year: total nine (9) days bereavement. Grandparent and mother-in-law die in the same year: total three (3) days bereavement.

Permanent part-time employees shall be entitled to two (2) days of bereavement per occurrence for the death of a mother, father, child, spouse, brother or sister.

C. Full-time employees will be granted time with pay not to exceed three (3) one-half ($\frac{1}{2}$) days per calendar year to attend the funerals of co-workers or close personal friends.

Permanent part-time employees will be granted one (1) one-half ($\frac{1}{2}$) such days.

D. Two of the one-half ($\frac{1}{2}$) days of bereavement for co-workers and close friends may be used in conjunction with one another in order to receive one (1) full paid day off for any one (1) funeral.

E. Bereavement shall not be accumulative.

12. **JURY DUTY**

A. Employees who are summoned for jury duty during his regular working hours, will be reimbursed by the County for the difference between his jury pay and his regular straight time hourly pay. In no case will reimbursement be in excess of eight (8) hours per day nor will the total reimbursement be in excess of thirty (30) scheduled working days per calendar year.

B. When less than one hour exists between the start of an employee's workday and the time an employee is required to report for jury duty, the employee shall not be required to report to work and will be paid jury duty for this time. However, the employee must advise the department that they will not be reporting to work as soon as the employee becomes aware of the start time for jury duty.

When less than one hour exists between the time an employee is released from jury duty and the end of an employee's normal workday, the employee shall not be required to report to work and the employee will be paid jury duty for this time.

Except as hereinafter indicated, employees will be allowed reasonable travel time and time to change clothing prior to reporting for jury duty or prior to reporting for work following jury duty as follows:

- 1) When an employee is required to report to jury duty during their normal work day.
- 2) When an employee's workday ends shortly before the time they must report for jury duty.
- 3) When an employee's work day begins shortly, or has already begun, after they are released from jury duty.

Time to change clothing will normally be limited to thirty (30) minutes and be applicable when an employee wears a uniform or other work clothes not appropriate for jury duty.

When an employee's normal meal period occurs immediately preceding the time they are to report to jury duty, such mealtime will be subtracted from any time allowed for travel and changing clothes, i.e. an employee is scheduled to report to jury duty at 1:00 pm and they normally are scheduled for lunch between noon and 1:00 pm. Travel time is estimated at thirty (30) minutes or less and thirty (30) minutes is allowed to change clothes. In this situation, the employee is not paid jury duty between noon and 1:00 pm and no additional time can be charged to jury duty prior to 1:00 pm.

In the event an employee wants to take additional time off to prepare for jury duty, or they did not want to return to work following the completion of jury duty, and their department head has approved the additional time off, the employee must use other paid leave time to cover this time.

- C. Jury Duty served on a voluntary basis is not reimbursable.
- D. Employees must submit evidence, from Court, as to the days or part days they serve.

13. **STATE DISABILITY INSURANCE**

- A. The County agrees to continue a State Disability Insurance Plan to cover off-the-job disabilities on a contributory basis. Except as hereinafter provided, employees will contribute one-half (½) of one (1%) percent of wages paid, but not to exceed sixty (\$.60) cents per week. The County will pay the remaining cost.
- B. The County shall have the right to self-insure Off-the-job Disability provided any plan instituted shall provide the same benefits as the current plan. Prior to instituting a self-insured plan, the Union shall be given the opportunity to review said plan to insure that the benefits are the same as the current plan.
- C. Joint Off the Job Disability Review Committee
The parties agree to form a joint committee to review the County's Off the Job Disability Plan (OJDP).
 - 1) Joint Committee Composition: A reasonable number of representatives from all participating unions and management. Union representatives will be appointed by the CSEA Unit President.
 - 2)
 - a) To consider a self-insured plan which mirrors the existing OJDP. This provision shall not limit the County's rights to self-insure the existing OJDP pursuant to subparagraph "b".
 - b) To consider an extended sickleave plan as an alternative to the existing OJDP.
 - c) To develop recommendations regarding "a" or "b" and submit same to the County and participating unions for consideration.
 - 3) Any recommendations made by the Joint Committee shall not be binding on the County or the Union. Such recommendations will be submitted to the CSEA Unit President and the Personnel Officer for consideration.
 - 4) Neither Union or County representatives shall be obligated to support such recommendations. It is also understood that there is no prior implied commitment or expectation that either the Board of Supervisors or the Union shall approve any recommendations of the Joint Committee.

14. **DEFERRED COMPENSATION** The County will continue to provide a deferred compensation plan. The County shall have the right to change plans and/or carriers provided any new plan shall be comparable to the current plan.

15. **TUITION REIMBURSEMENT**

- A. The County may at its discretion during the duration of this agreement institute a tuition reimbursement program designed to recruit and retain Registered Professional, Licensed Practical Nurses, Certified Nurses Aides and Geriatric Care Technicians at the Countryside Care Center. The scope and details of the program shall be determined by the County based on its personnel needs and the availability of funds.
- B. The County shall provide the Union with the details of any program instituted and post notices of the program at various locations at Countryside. Whenever practical, current employees will be given preference in participating in the program and due consideration will be given to any candidates recommended by the Union. However, the final selection of participants will be made by the County based on the candidates' qualifications, work performance and the personnel needs of Countryside.

- C. The County may at its discretion during the duration of this agreement institute a Tuition Reimbursement Program for employees of the Social Services Department. The scope and details of the program shall be determined by the County based on its training needs and the availability of funds.
 - D. The County shall provide the Union with the details of any program instituted and post notices of the program at various locations in the Social Services Department. Selection of participants will be made by the County based on the candidate's qualifications, work performance, and the training needs of the Social Services Department.
16. **TOOL REPLACEMENT, MECHANICS, PUBLIC WORKS**
 The Public Works Department will replace personal tools used by mechanics on the job as follows:
- A. Employees must provide the Public Works Department with an annual inventory of personal tools.
 - B. Inventory must be updated as tools are added or deleted.
 - C. Inventory subject to review and check by the Department.
 - D. Will only replace tools needed to perform work as determined by the Department. Any tools that will not be replaced will be designated as such on the inventory.
 - E. Will only replace tools on an employee's inventory (except those designated as nonreplaceable).
 - F. Will only replace those tools lost through theft at the job site. There must be a reasonable indication that a theft occurred.
17. **EMPLOYEE RECOGNITION**
- A. The County shall continue an employee recognition programs as approved by the Board of Supervisors. The County will not be required to negotiate with the union over specific programs provided individual employees to be recognized do not receive anything with a monetary value exceeding \$50.00.
 - B. The County will determine the scope and details of employee recognition programs but shall provide the Union with information concerning any programs instituted and shall post notices of same at various locations in applicable departments. Selection of employees to be recognized shall be at the sole discretion of the County, however, well defined criteria shall be applied uniformly and equitably in the selection of employees to be recognized.
18. **DIRECT DEPOSIT** The County shall continue to provide direct deposit of employees' paychecks.
19. **MODIFIED/LIMITED DUTY JOINT COMMITTEE** The parties agree to form a joint committee to consider developing a modified/limited duty program for employees receiving workers compensation.

ARTICLE XI
GRIEVANCE PROCEDURE

1. **EMPLOYEE PROTECTION**

Nothing contained in this Agreement shall be construed to deny to any employee his rights under Section 15 of the New York Civil Rights Law or under applicable Civil Service laws and regulations.

2. **FORMAL ACTION**

- A. An employee has the right to C.S.E.A. representation during formal disciplinary procedures including reprimands. When a request for representation is made, no such formal action shall be taken with respect to the employee until there has been a reasonable opportunity for such representative to be present. This right to union representation does not include normal progress performance and evaluation interviews or observations.
- B. If the County suspends or discharges an employee they will notify the employee by letter of the effective date of the proposed action as well as the length of any proposed action. This letter shall also specify the reasons for such action.
- C. Meetings regarding disciplinary matters shall be an attempt to foster discussion leading to a resolution of the relevant issues.
- D. The County shall advise employees of the nature of meetings with management at the beginning of such meetings.
- E. All disciplinary actions for any alleged infraction shall be made with due regard for individual privacy.

3. **RULES AND REGULATIONS**

Rules and regulations governing the personal standards of conduct of employees shall be reasonable and uniform county-wide.

4. **RIGHTS TO REPRESENTATION**

Every employee shall have the right to present his grievance to the County, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented at all stages thereof.

5. **GRIEVANCE PROCEDURE** (definitions)

- A. A grievance is a claim made by an employee or group of employees of an issue arising from the terms and conditions of employment or any violation, misrepresentation or inequitable application of the Agreement or law.
- B. The term Supervisor shall mean any administrative or supervisory personnel responsible for the areas in which the alleged grievances arises.
- C. The aggrieved party shall mean any person or group of persons in the negotiating unit filing a grievance.
- D. Party in interest shall mean any party named in grievance who is not the aggrieved party.
- E. Grievance Committee is the committee created and constituted by the Union.

PROCEDURES

1. Except for informal decisions at Level #1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the chairperson of the Union grievance committee, or the Unit President or his/her designee within the time limits hereafter specified.
2. If a common grievance affects a group of employees in more than one building or in more than one department, it may be submitted directly at Level #2.
3. All reasonable efforts shall be made to avoid unreasonable interruptions of work schedules. Employees involved in any grievance procedure shall not be penalized loss of pay or any leave credits.
4. The County and Union agree to make available any and all materials and relevant documents, other than communication and memorandum and records concerning the alleged grievance.
5. Except when at Level #1, the Union shall have the right at all levels of the grievance to confront and to cross-examine all witnesses called, to testify and to call witnesses on their behalf and to be furnished with a copy of any minutes made at each and every level of the grievance procedure. The Union will pay the cost of the copy of such minutes.
6. All documents and records dealing with the processing of a grievance shall be filed separately from the personal file of the participants.
7. The Personnel Officer shall be responsible for the accumulation and maintenance of an official grievance record which shall consist of a written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony and all written decisions at all levels.
8. The official grievance record shall be made available for inspection, and/or copying by the aggrieved party, his representatives, administrators and the County, but shall not be deemed as a public record.
9. The aggrieved employee or group of employees shall have the right to process a grievance personally or through a Union representative or through a representative of their own choice at Level 1 only. Only the Union shall have the right to appeal a grievance to Level 2 and above.
10. In appealing a grievance to Level 2 and above, the Union shall use a standard grievance form developed by the Union. The Union will provide the Personnel Office with a list of individuals authorized to appeal a grievance on behalf of the Union indicating at what level each individual is authorized to appeal. The County shall not be required to process a grievance that is not made on a standard form and signed by the individual authorized by the Union to appeal said grievance to the applicable level.

TIME LIMITS

1. The time limits specified for either party may be extended only by mutual agreement.
2. If a decision at one level is not appealed to the next level of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal shall be barred.
3. Failure at any level of the grievance procedure to communicate a decision to the aggrieved party and/or his representatives within the specified time limit, shall permit the lodging of an appeal at the next level of the procedure within the time that would have been allotted had the decision been communicated by the final day.
4. All decisions and appeals from one level to the next shall be delivered by Return Receipt Requested mail or be hand delivered, signed for and dated.

LEVELS

LEVEL 1 - SUPERVISOR

1. Within a period of twenty (20) work days after the occurrence of a grievance, an aggrieved employee will first discuss an alleged grievance with his or her immediate supervisor and attempt to resolve the problem informally.
2. An informal settlement at Level 1 between the aggrieved employee and their supervisor shall not set any precedents and must be consistent with all terms and conditions of employment contained in this agreement and established past practices. Such informal settlement may be overridden by the Department Head, Personnel Officer or the Union.
3. In the event that resolution is not attained informally within twenty-five (25) work days after the occurrence of the grievance, the grievance shall be presented, by the Union, in writing to the Department Head with a copy to the Personnel Office.

LEVEL 2 - DEPARTMENT HEAD

Within ten (10) working days of receipt of the written grievance, the Department Head shall deliver to the Union, his or her decision in the matter with a copy to the Personnel Office.

LEVEL 3 - COUNTY REPRESENTATIVE

1. If the Department Head's decision is not satisfactory to the Union and/or the Personnel Officer, the Union must submit the grievance in writing to the Personnel Officer within five (5) working days of the receipt of the Department Head's decision or within five (5) working days of the receipt of a notice from the Personnel Officer that he or she disagrees with the Department Head's decision..
2. Within fifteen (15) working days of receipt of the written grievance, the Personnel Officer shall deliver, to the Union, his or her decision in the matter with a copy to the Department Head.

LEVEL 4 - ARBITRATION

If the Personnel Officer's decision in the matter is not satisfactory to Union, the Union may submit a letter of intent to appeal the grievance to arbitration within ten (10) working days of the receipt of the Personnel Officer's decision. The parties will attempt to mutually agree upon an arbitrator. In the event the parties are unable to agree upon an impartial arbitrator within ten (10) working days after its referral to arbitration, then an appointment shall be made in accordance with the following:

1. Either party shall secure a list of five (5) candidates to be named by the New York State Public Employees Relation Board as a possible arbitrator.
2. The parties shall meet and the party requesting arbitration selects from said list the candidate to be eliminated as an arbitrator, then the other party makes a selection from said list as to a candidate to be eliminated as an arbitrator. This continues with the parties alternately making selections until only one (1) candidate remains and he or she is deemed to be the arbitrator appointed by the parties.
3. If the arbitrator's decision denies the grievance in its entirety, the party filing the grievance shall pay all of the fees and expenses of the arbitrator. If the arbitrator's decision upholds the grievance in its entirety, the party against whom the grievance was filed shall pay all of the fees and expenses of the arbitrator. If the arbitrator's decision does not either deny or uphold the grievance in its entirety, the fees and expenses of the arbitrator shall be borne equally by the parties. The arbitrator shall include in his or her decision which party or parties shall pay his or her fees and expenses as herein provided. The Union and the County shall bear the expense of their respective witnesses and other expenses they may incur.
4. The decision of the arbitrator shall be final and binding, but the arbitrator shall have no jurisdiction, power or authority to amend, modify, supplement, vary or disregard any provisions of the Agreement. Nothing herein shall be construed to allow the arbitrator to usurp or otherwise derogate the power and authority given by law to the County.

5. The decision of the arbitrator and a statement of reasons for such decision shall be furnished by the arbitrator, in writing, to both the Delaware County Unit of CSEA and the Delaware County Personnel Office.

ARTICLE XII
COMPATIBILITY WITH LAW

This agreement shall be construed so as to be compatible with all Federal, State and Local Laws and the invalidity of any provisions of this Agreement by reason of any such existing law shall not affect the validity of the surviving provisions. If the enactment of legislation, or a determination by a Court of final jurisdiction (whether in a proceeding between the parties or controlling by reason of the facts) renders any portion of the Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included therein. In the event that the current laws are so modified to permit greater security than presently permitted by law, the County and the Union will negotiate concerning possible amendments to this Agreement in accordance with such modified legislation.

ARTICLE XIII
COUNTY RIGHTS AS AN EMPLOYER

1. The County's entering into this Agreement in no way, either explicitly or implicitly, diminished its relationship as employer to its employees nor the County's rights and employees' duties such relationship entails.
2. The County retains all of its rights as an employer, including, but not limited to, the right to assign work as required, including that which requires overtime, their right to supervise as required, and the right to discipline where necessary, subject to the provisions of this Agreement, the Civil Service Law of the State of New York, and any other Federal, State or Local law.
3. For those employees first assigned a County vehicle on or after the date this agreement (1983) is executed by the parties, the County expressly reserves the right to determine when these employees may have twenty-four (24) hour use of a vehicle, and shall have the right to unilaterally discontinue at any time any practice that permits these employees to drive a County vehicle to and from work. This provision shall in no way limit the County's right to terminate for just cause the twenty-four (24) hour use of a County vehicle by any employee who abuses or misuses a County vehicle regardless of when that employee was first assigned a vehicle.

ARTICLE XIV
PROHIBITION AGAINST STRIKES

Neither the Union nor the employees it represents shall engage in any strikes against the County, nor shall the Union cause, instigate, encourage or condone such a strike. Resolution of all disputes arising from the employer-employee relationship between the County and the Union shall be resolved in accordance with the provisions of this Agreement and the Taylor Law of the State of New York.

ARTICLE XV
NOTICE AS PROVIDED BY SEC. 204-a
OF CIVIL SERVICE LAW, AS AMENDED

It is agreed by and between the parties that any provision of this Agreement requiring legislative action by the Board of Supervisors to permit its implementation by providing the additional funds therefore, shall not become effective until such approval has been given.

ARTICLE XVI
WAGE STRUCTURE - LABOR GRADES, INCREMENTS, MINIMUM
AND MAXIMUM WAGE, ADMINISTRATIVE PROCEDURE

Attached hereto as part of this agreement and marked Appendix A is a schedule of labor grades, increments, minimum and maximum wages and administrative procedures.

ARTICLE XVII
AGENCY SHOP, LABOR/MANAGEMENT RELATIONS, MISCELLANEOUS

1. AGENCY-SHOP

The County agrees to institute an Agency Shop for Delaware County employees at such time as seventy-five (75%) percent of the full-time employees within the bargaining unit have payroll dues deductions made, and this percentage is sustained for six (6) consecutive months. At such time as an agency shop is instituted the County agrees to deduct from the salaries of employees who are within the bargaining unit but who are not members of the Union an amount equivalent to the dues levied by the Union. Funds thus collected will be transmitted to the Treasurer of the CSEA, Inc., Capitol Station, Box 7125, Albany, New York 12224. The Union shall assume responsibility for the disposition of such funds so deducted once they are transmitted to the Union. The provisions of this article will not require any employee to become a member of the Union although they choose to do so.

2. LABOR/MANAGEMENT RELATIONS

The parties to this agreement agree to the principle of maintaining open lines in communication between employees and employer to promote a harmonious and cooperative relationship, and to meet and discuss problems with the objective of resolving such problems.

3. MISCELLANEOUS

- A. The County will provide the Union with a reasonable amount of information relative to employees covered by this agreement on a periodic basis if and when the County can obtain a computer program to accomplish this with minimal cost to the County in terms of money and time.
- B. If requested, reasonable information shall include bargaining unit member's name, address, SS#, title or title code, and membership status for those items that the program can provide.
- C. Countryside Care Center employees working the evening and night shifts which commence the day before payday will receive their checks at the end of their respective shifts.
- D. The County agrees to continue the present U.S. Savings Bond Payroll deduction plan.
- E. All paychecks for County employees will be placed in individual envelopes.

- F. County employees shall be reimbursed for the use of personal cars for necessary travel for County business at a rate established by the Delaware County Board of Supervisors, however, such rate shall not be less than twenty-three (23) cents per mile. A change in mileage shall apply to all Delaware County employees when such change is enacted by Resolution by the Board of Supervisors.
- G. Effective with the execution of this agreement, the Department of Public Works will no longer dispense medication to employees.

4. **INCLEMENT WEATHER**

Employees who do not report to work because of inclement weather or closure of County roads due to weather conditions may elect to go without pay, or use available comp time first and then any unused personal, vacation or holiday time. Sickleave will **not** be used for this purpose. Employees who do not have paid leave time to use will be required to go without pay.

If an employee is unable to report to work at their normal starting time because of inclement weather or closure of County roads due to weather conditions, and the employee obtains permission from their Department Head or the Department Head's designee, the employee will be permitted to make up for a late arrival of less than thirty (30) minutes by shortening their meal period and/or break time by a corresponding amount of time. Late arrivals shall not be made up by the extension of the employee's workday nor shall an employee be allowed to work at home due to inclement weather except where a Department Head has determined that it is essential that an employee's work be completed on the day in question and the Department Head has personally authorized such work. Such make up time shall be allowed no later than the employee's next scheduled workday. Make-up time shall not be allowed if such time will result in the payment of time and one half (1 and ½) on the day the time is made up. Make-up time shall be limited to a maximum of three (3) occurrences in a calendar year.

Employees who report to work more than thirty (30) minutes late, or who have already been allowed to make up for late arrivals three (3) times in a calendar year or who cannot make up time pursuant to the previous paragraph, will be required to use paid leave time to cover the time they are late or to go without pay for all or part of the time. Paid leave time will be used in a minimum of fifteen (15) minute units. Available comp time will be used first and then any unused personal, vacation or holiday time.

Department Heads shall determine those employees who may be released early in the event of inclement weather or the closure of County roads. Within the department's work requirements, an effort will be made to accommodate requests from employees who desire to leave work early. However, nothing in this provision shall be interpreted as requiring the early release of any one employee or group of employees.

In the event an employee's office/work site is closed, by the Chairman of the Board of Supervisors or his/her designee, due to a weather emergency or other unforeseen reason such as a power outage, an employee shall suffer no loss of wages due to such closure. At the discretion of the Chairman of the Board, or his/her designee, all or only selected offices/worksites may be closed. However, the Countryside Care Center, Public Works Department and the Sheriff's Department shall automatically be exempted from such closure. Closure of a County road by the Sheriff shall not constitute or require the closure of an employee's office/work site. Those employees, who, with the approval of their Department Head, elect to report to work or remain at work when their office/work site is closed by the County, shall be paid for the time they work but will not receive any additional compensation or paid leave time for the hours they elect to work.

Employees who are personally directed by their Department Head or his/her designee or who are specifically required, by previously established written departmental policy or standard departmental operating procedures, to report to work or remain at work when their

office/worksites has been closed by the County, shall receive time and one half for the hours they are required to work by such directive, policy or procedure.

Employees who with the approval of their Department Head or his/her designee elect to remain at work, or those employees who are in the field at the time their office/worksites is closed, and are not aware of such closure, shall be paid for the time they work beyond the closure of their office/worksites but will not receive any additional compensation or paid leave time for the hours they continue to work.

5. **Personnel Files:**

A. **Official Personnel File:** Only one personnel file will be designated as an employee's official personnel file. Such designation shall be made by the Personnel Officer on a department by department basis and may be either the personnel file maintained in the employee's department or the personnel file maintained in the Personnel Office.

B. **Content of Official File:** The official personnel file will include but not be limited to

- 1) documents related to routine personnel transactions such as employment, promotions, transfers, terminations, etc. documents related to health insurance coverage, withholding, disability claims, retirement and similar items will be maintained in the Personnel Office
- 2)* Correspondence to the employee
- 3)* Formal and informal performance evaluations, work audits, and similar documentation of an employee's work performance
- 4)* Written counseling memorandum, warnings, documentation of verbal counseling and warnings, notices of disciplinary interviews/meetings, documentation of discipline imposed and similar documentation
- 5)* Correspondence reporting incidents involving employee misconduct, incompetency, failure to follow proper procedures/policies or similar conduct
- 6)* Commendations for good performance

*These documents will hereinafter be referred to as performance documents.

C. **Procedures for Placing Documents in the Personnel File:** Except as hereinafter indicated, documents will be placed in an employee's official personnel file within five work days from the date of the event that resulted in the document being produced. Documents related to an on-going investigation of a complaint and/or incident need not be placed in an employee's file until such time as such investigation is complete and the complaint/incident has been substantiated to the satisfaction of the department head. Investigations will not be prolonged unnecessarily to avoid the placement of documents in the official personnel file.

No performance document will be placed in an employee's official personnel file unless the employee is given a copy of said document.

Performance documents that are to be placed in an employee's official personnel file must be signed and dated by the employee solely for the purpose of acknowledging receipt of same and that the employee is aware that said document is to be placed in their file. Performance documents will contain the following statement: "Your signature on this document only indicates that you have received same and not that you are in agreement with its contents."

Where the prior reading and acknowledgment of performance documents is not possible, two copies shall be forwarded to the employee, by certified mail, return receipt requested. The employee shall acknowledge that he or she has received the material of affixing his or her signature to one copy and returning that copy to the employer for filing.

Performance documents to be placed in an employee's official personnel file will contain the notation "To Personnel File".

If an employee refuses to sign a performance document, the following statement will be added to the document and signed and dated by the appropriate County representative: "I hereby certify that the employee named above has been given a copy of this document on this date but refused to sign the document." The Union President and the Personnel Officer shall be notified of the refusal.

- D. Employee Review of Personnel File: Employees shall have the right to review their official personnel file and/or any other personnel file maintained by the County upon reasonable advance written notice to their Department Head and/or Personnel Office. However, this right shall not be abused.

A designated representative of the employer will be present during the review of a personnel file.

No materials will be removed from their personnel file by the employee.

An employee will be provided a copy of any performance document in their file at no charge if such document was not given to the employee previously. An employee may be charged twenty-five (25) cents per page for a copy of any performance document they had received previously or any other non-performance document in their file. Multiple copies of the same document need not be provided.

Such review shall not include any reports, memorandum or other documents related to pre-employment recommendations/investigations.

Employees have the right to place in their personnel file a written response of reasonable length to any thing they consider adverse to them. A County representative will sign and date such responses. Employees will be required to sign and date a record showing the review of their file.

- E. Disciplinary Proceedings: Only performance documents contained in the official personnel file can be admitted as evidence in any disciplinary proceeding. However, this provision shall in no way limit the County's right to charge an employee and present testimony on any particular issue.
- F. The procedures contained in this provision having to do with employee review of their personnel file, and the placement of new documents in an employee's personnel file will be effective upon ratification of the agreement by the parties.

During the eighteen (18) month period following ratification of this agreement, the County will review existing personnel files for current employees and bring them into compliance with agreement, i.e. establish one official personnel file, ensure that documents that should be signed by employees are signed, etc.

IN WITNESS HEREOF, the parties hereto have set forth their signature on the dates noted hereafter.

CIVIL SERVICE EMPLOYEES ASSOCIATION

COUNTY OF DELAWARE

By _____
Labor Relations Specialist

By _____
Chairman, Board of Supervisors

Date

Date

MEMORANDUM OF AGREEMENT REGARDING
ASSIGNMENT OF OVERTIME ASSOCIATION WITH
SNOW REMOVAL, SANDING AND SALTING OPERATIONS IN THE
DELAWARE COUNTY DEPARTMENT OF PUBLIC WORKS

The parties agree to use the following procedures to distribute overtime associated with snow removal, sanding and salting operations in the Department of Public Works on a temporary basis as hereinafter specified.

1. The procedures contained herein shall supplement letter "c" of paragraph #17, Overtime Assignment of Article IX, Compensation of the 1995-97 collective bargaining agreement between the parties.
2. Duration/Sunset Provision: This agreement shall only apply to the distribution of overtime associated with snow removal, sanding and salting operations that occur during the period of October 1, 1994 to April 30, 1997 and shall not continue beyond May 1, 1997 despite Section 209 a, 1, e of the Taylor Law except by mutual agreement of the parties.
3. All other applicable provisions of the 1995-97 collective bargaining agreement between the parties and departmental policies and procedures will remain in effect and unchanged unless specifically modified by this agreement.
4. Both parties enter into this agreement without prejudice. No precedents will be set, no practices will be established nor will either party limit or modify any of the rights they had prior to entering into this agreement. Once this agreement expires, there shall be a return to the status quo that existed prior to the parties entering into this agreement.
5. Procedures for distribution of overtime:
 - A. For the purposes of this agreement "snow overtime" refers to overtime hours worked as the result of snow removal, sanding and salting activities; "other overtime" refers to overtime hours worked as the result of other than snow removal, sanding and salting activities; "total overtime" refers to the total hours of snow and other overtime. The basis for the equal distribution of overtime shall be the number of hours worked and not the dollar amount earned for such work.
 - B. Except as hereinafter specified, assignment of snow overtime shall be done on a rotational basis and in such a manner that the total overtime worked from May 1 to April 30 of the following year is relatively equal. Snow removal, sanding and salting schedules/assignments for the winter season shall take into consideration other overtime worked since May 1. Initial crew assignments and the rotation of crews may be changed as required to ensure the relative equal distribution of total overtime.
 - C. Nothing in this agreement shall require the equal distribution of other overtime among employees.
 - D. Nothing in this agreement shall require the equal distribution of snow overtime between employees assigned to outside patrols and employees assigned to Delhi.
 - E. Nothing in this agreement shall require the assignment of snow overtime to the following employees:
 - 1) County Solid Waste Management Personnel
 - 2) Engineering Personnel
 - 3) Office Personnel
 - 4) Maintenance Personnel
 - 5) Night Watchmen

- F. Nothing in this agreement shall require that Mechanics and other shop personnel be assigned snow removal, sanding and salting operations during their normal work hours. Automotive Mechanics and Auto Body Repairers will not regularly be assigned to snow removal during their off hours and will only be used at the discretion of the Commissioner of Public Works.
- G. Nothing in this agreement shall prevent the Department of Public Works from assigning snow removal, sanding and salting operations to any employee to ensure adequate staffing in any given situation where, in the judgement of the Department of Public Works, weather conditions and available staff warrant such assignment.
- H. Employees who fail to respond to three (3) calls during a winter season shall have their names removed from the call list for that season. The Commissioner of Public Works may at his sole discretion excuse a failure to respond to a call-in provided: (1) the employee has a good record of regularly responding to call-ins during the previous two winter seasons and (2) the employee can demonstrate to the satisfaction of the Commissioner that they did not respond to the call-in because of circumstances beyond their control such as an unforeseen medical emergency. In order to be excused, a failure to respond to a call-in for medical reasons, whether it be due to the personal illness of the employee or to ensure that the medical needs of others are met, must be documented by a doctor's certificate.

The Commissioner shall be limited to excusing one failure to respond to a call-in per employee per winter season, i.e. October 1 to April 30th.

The Department will attempt to contact an employee two times before the employee is recorded as failing to respond.

Employees will only be considered as failing to respond to a call-in during the period they are scheduled to be on call.

CIVIL SERVICE EMPLOYEES ASSOCIATION

COUNTY OF DELAWARE

By _____

By _____

Labor Relations Specialist

Chairman, Board of Supervisors

Date _____

Date _____

MEMORANDUM OF AGREEMENT
REGARDING LABOR MANAGEMENT MEETINGS

The parties agree to the following regarding the establishment of Labor Management Meetings:

1. County-wide Labor Management meetings will be held on a one year trial basis. The parties may mutually agree to extend these meetings beyond the one year trial period, however, despite such extension, either party shall have the right to unilaterally discontinue the meetings at anytime after the one year trial period.
2. Purpose/Powers
 - A. To discuss specific problems or potential problems in an informal manner in an attempt to resolve or avoid such problems.
 - B. The committee shall not have the authority to negotiate or bargain over mandatory or non-mandatory subjects of negotiation.
 - C. All decisions or agreements reached by the committee
 - (1) Shall not be binding on either party
 - (2) Shall not set any precedents
 - (3) Shall not themselves be subject to the grievance procedure. However such agreements or decisions shall not effect the nature of the issues over which agreements or decisions were reached, i.e. an agreement on a particular issue does not effect whether that issue is grievable or not. No agreement or decision by the committee shall preclude either party from pursuing a grievance regarding the issues.
3. Composition of the Committee
 - A. County Regular Members
 - (1) Personnel Officer or his or her designee
 - (2) Department Heads or their designees involved in a particular issue under discussion
 - B. Union Regular Members
Union President or his/her designee
Other Union officials or unit members designated by the Union President
 - C. Others
Other supervisory and regular staff directly involved in particular issues under discussion
 - D. Participation in Labor Management meetings shall be limited to a reasonable number of individuals to minimize the disruption of work requirements.
4. Meeting Schedules
The committee will meet quarterly on a regular meeting date mutually agreed to by the committee, provided either party requests such a meeting. Such requests will be submitted in writing at least ten (10) working days prior to the regular meeting day and shall include a proposed agenda and the names of individuals proposed to attend the meeting.
The committee may meet at such other times as is mutually agreeable.
5. Attendance of individual employees will be subject to their department work requirements, however a good faith effort will be made to release those employees considered essential to the discussions taking place.
Employees attending meetings during their normal work day will not lose pay. Employees are expected to return to work as soon after the conclusion of a meeting as possible.
6. Each party will keep their own notes, and records of meetings, with no recording devices allowed.
7. Each party will designate one person to coordinate the scheduling of meetings and to submit proposed agendas.

CIVIL SERVICE EMPLOYEES ASSOCIATION

COUNTY OF DELAWARE

By _____
Labor Relations Specialist

By _____
Chairman, Board of Supervisors

Date _____

Date _____

MEMORANDUM OF AGREEMENT
REGARDING
FOUR DAY WORK WEEK IN THE
PUBLIC WORKS DEPARTMENT

The Public Works Department will institute a four day work week as herein specified subject to the following:

1. The four day work week is subject to annual approval by the Board of Supervisors and employees of the Public Works Department except that Public Works employees excluded from the four day work week schedule shall not vote on approval or disapproval of the four day work week.
2. The annual vote, provided for in "1", above by the Board of Supervisors and Public Works Employees shall be limited to approving or disapproving the four day work week as herein provided, i.e. the Board of Supervisors and Public Works employees cannot, between themselves, modify the terms of the four day work week as herein contained. Any modification of the terms of the four day work week shall be subject to negotiations between the parties, i. e. the County and CSEA.
3. Sunset Provision: In the event the Board of Supervisors or Public Works employees do not approve the four day work week in two consecutive years, this agreement shall become null and void and shall not continue into succeeding years despite Section 209a (1e) of the Civil Service Law.

Article VIII, Work Week:

1. Duration of Four Day Week Schedule: During the period of May 1st to August 31st, the Public Works Department will institute a four day work week with ten hour days.
2. Participating Employees: All Public Works employees in the bargaining unit will be placed on a four day work week schedule except as follows:
 - A. Arlene Jester, Principal Account Clerk Typist *
 - B. Patricia Wright, Account Clerk Typist *
 - C. Marilyn Rockefeller, Account Clerk Typist *
 - D. Engineering staff as designated by the Public Works Department
 - E. Personnel assigned to the County landfill

*Or future incumbents of these positions

3. Schedule
 - A. Work week: Monday through Thursday
 - B. Work day: 6:00 am to 4:30 pm with one half hour lunch period and one break in the morning and one break in the afternoon per current practice. However, the County shall have the option of changing to a 6:30 am to 5:00 pm schedule provided the County gives affected employees at least five working days advance notice of the change in starting and quitting times.
 - C. Friday, Saturday and Sunday shall be considered participating employees' days off for the purposes of administering the terms of the agreement.

4. Compensation, Overtime, Article IX Compensation
Participating hourly employees will receive time and one half for all hours worked in excess of ten (10) hours per day or in excess of forty (40) hours per week.
Salaried employees will continue to receive payment or compensatory time as provided in the agreement.
5. Paid Leave Time, Article X, Employee Benefits
 - A. Sick Leave, Vacation, and Personal Time will be used in hours units, i.e. in order to be paid for a full ten (10) hour day, an employee must use ten (10) hours of paid leave time.
 - B. Employees may elect not to use additional paid leave time in order to be paid for ten (10) hours, i.e. they may elect to be paid for only eight (8) hours.
 - C. A ten (10) hour sickday shall be considered one day for the purposes of determining the number of documented or undocumented sickdays used.
 - D. Employees who elect to be paid for eight (8) hours of paid leave time and go without pay for two hours instead of being paid for a full ten (10) hour day shall not be considered as going without pay.
 - E. Holidays and Bereavement days for death occurring in the immediate family will be paid on a full ten (10) hour basis. The three one half days to attend the funerals of co-workers or close friends will be paid on a five hour basis. Employees will not be required to use additional hours to be paid for a full ten (10) hour holiday or bereavement day or a one half (½) bereavement day.
 - F. Jury Duty - Modified to indicate that in no case will reimbursement be in excess of ten (10) hours per day nor will total reimbursement be in excess of thirty (30) scheduled working days per calendar year. Whereas Friday is considered a normal day off, employees will not be compensated for jury duty occurring on Friday.
6. Article XI, Grievance Procedure, Article VII Promotions, Article VII Employee Status and Rights, Layoffs and Recalls: For the purposes of these articles, workdays shall mean Monday through Thursday for an Department of Public Works employee scheduled for a four day week.
7. Article VII Employee Status and Rights, Discharge and Review: Change first paragraph to read thirty-two (32) hours instead of four (4) days in a calendar year for any Department of Public Works employee scheduled for a four day week.
8. Article IX Compensation, Out of Title Work: Modify number 2 to read "Employees are assigned to the higher classification for at least four (4) consecutive work days for those Department of Public Works employees scheduled for a four day week."
9. All other provisions of the agreement and departmental policies and procedures will remain in effect and unchanged unless specifically modified by this agreement.
10. Both parties enter into this agreement without prejudice. No precedents will be set, no practices will be established nor will either party limit or modify any of the rights they had prior to entering into this agreement. Once this agreement expires, there shall be a return to the status quo that existed prior to the parties entering into the agreement.

CIVIL SERVICE EMPLOYEES ASSOCIATION

COUNTY OF DELAWARE

By _____
Labor Relations Specialist

By _____
Chairman, Board, of Supervisors

Date _____

Date _____

APPENDIX A
WAGE AND SALARY ADMINISTRATION

1. Each labor grade represents an occupational classification or a group of occupational classifications that have been evaluated as having similar weighted values and have therefore been assigned to such labor grades for purposes of administering the terms of the Wage and Salary Structure.
2. Minimum and maximum salaries for each labor grade have been established; progression steps within each labor grade based on a yearly basis, unless otherwise stated, have also been established.
3. The procedure for administering the Wage and Salary Structure is as follows:
 - A. **EXPERIENCE DIFFERENTIAL**

In those areas, where recruitment of experienced personnel is difficult, persons with verifiable experience in that particular field may, at the discretion of the Personnel Officer, be placed on the existing increment schedule as follows:

 - One but less than two years experience ----- Step 1
 - Two but less than three years experience --- Step 2
 - Three but less than four years experience -- Step 3
 - Four but less than five years experience --- Step 4
 - Five or more years of experience ----- Step 5
 - B. **RECRUITMENT DIFFICULTIES AT MINIMUM SALARY**

In those areas where the job market changes rapidly, and where the supply of qualified personnel is limited, and where it is determined that qualified personnel with or without experience can not be recruited at the minimum salary established for the position, the Personnel Officer may authorize recruitment above the minimum salary. If persons are recruited above the minimum, then the salaries of all current employees in that classification will be brought up to the level of the new recruit.
 - C. **STEPS IN WAGE AND SALARY ADMINISTRATION**

Employees employed as of January 1 shall have the salary they are receiving as of December 31 adjusted as follows:

The first change in salary shall be the amount between their present salary and the next step in their progression. Subsequent changes in salary shall be the amount noted in the wage and salary structure based on the steps of progression.
 - D. Personnel employed prior to July 1st of any calendar year, shall be considered for a "step" increase on the January 1st date, following their employment, as having had one (1) year of service. Personnel employed after July 1st of any calendar year, shall on the January 1st date, following their employment, receive one-half (½) of the regular "step" increase, and one-half (½) of the regular "step" increase on the following July 1st. They shall advance to the next regular "step" on the January 1st date following.
 - E. Except in the case of promotion from one labor grade to another, employees who are off step will not be placed on step until January 1st, of each year.
 - F. Employees who are below the maximum of their labor grade but above the step preceding the maximum shall receive only the amount of increase to place them at the maximum at the time their increase by "step" is due.
 - G. Employees who are at the maximum of their labor grade shall receive negotiated increases only.

- H. Employees who are receiving, as of December 31st, a rate in excess of their labor grades, shall receive negotiated increases only, unless and until they advance to a labor grade in which their rate of pay properly falls.
- I. Employees, regardless of their length of service, who have not reached the maximum of their labor grade, shall follow the regular procedure for reaching the maximum of their labor grade.
- J. In cases of promotion from one labor grade to another higher labor grade, the starting rate of pay in the new labor grade shall be either:
- 1) The minimum of the new labor grade if the employee's rate of pay in the former labor grade is less than the minimum of the higher grade, Or
 - 2) If their rate of pay in the lower grade falls within the established rate for the higher labor grade, they shall automatically advance to the next step in pay.
- K. **DEMOTION** In cases of demotion from a higher labor grade, an employee will be placed on the step in the lower labor grade as follows:
- 1) Where the employee had served in the lower position immediately before being promoted to the higher position, the employee will be placed on the step they would have been on if they had continued to serve in the lower position and had not been promoted.
 - 2) Where the employee did not serve in the lower grade position prior to serving in the higher position, the employee will be placed on the step in the lower position that they would have been on if they had served in the lower position instead of the higher position.
- L. **RECLASSIFICATION** If an employee's position is reclassified to a title in a lower labor grade through no fault of the employee and the employee's rate of pay at the time of reclassification exceeds the maximum of the lower labor grade the employee shall, during the period of incumbency, retain the rate of pay he or she was receiving in the higher rated title but will not receive any increments he or she would have received in the higher rated title.
- M. **PROMOTION AND REALLOCATION**
- 1) If an employee is promoted to another position in a higher labor grade, or if an employee's current position is reallocated to a higher labor grade, the employee will be placed on a step in the higher labor grade which will result in an increase in their salary of not less than four percent (4%).
 - 2) If the promotion or reallocation occurs on January 1 (the date when COLA raises and increments are normally granted), the previous year's salary schedule and the employee's salary on December 31st plus any increment due on January 1 will be used in calculating the 4% increase, i.e. COLA increases will be applied after the 4% increase is calculated.
 - 3) In calculating the 4% increase in hourly rate for promotion to Heavy Equipment Operator or Bridge Construction Mechanic, thirty (.30) cents will not be subtracted from the rates for these titles.
- N. **TEMPORARY ASSIGNMENTS TO HIGHER GRADE JOBS** In the event of an employee being appointed to a higher level job on a temporary basis, to replace an employee on an authorized leave of absence, the employee's salary while in the higher level job will be determined in the same manner as a promotion. At the end of the temporary employment and return of the employee to his former classification, the employee's salary will be computed as if the person had remained in his or her former classification.

O. **HEAVY EQUIPMENT OPERATOR AND BRIDGE CONSTRUCTION MECHANIC**

- 1) Except as hereafter indicated, the first year of employment as an HEO or BCM is considered a training period with a reduced rate of thirty cents (\$.30) less per hour than the base rate for HEO or BCM. Individuals promoted to an HEO or BCM, on or after the date the 1998-2001 agreement is ratified by both parties, will have the time they received out of title pay, for the title to which they are promoted, subtracted from the one year training period as follows: one week will be subtracted for each week or any portion of a week in which the employee received out of title pay, limited to the two year period immediately preceding the date of promotion. To be eligible for this training rate an individual must possess a valid CDL B New York State Operators license or higher level license. Individuals who do not possess the appropriate driver's license shall be paid at the rate they were being paid prior to the time they entered the training program, until such time as they obtain the appropriate driver's license.
 - 2) Individuals in the training period will receive general increases but no increments.
 - 3) Prior to completion of the training period, HEO trainees will be expected to demonstrate the ability to satisfactorily operate and maintain heavy equipment including a field performance test. BCM trainees will be expected to demonstrate the ability to satisfactorily perform a variety of tasks required of a BCM.
 - 4) Upon successful completion of the one (1) year training period, individuals will be placed on the base rate for HEO or BCM on his or her anniversary date. Thereafter he or she will receive regular step increases.
- P. Cooks employed in the Sheriff's Department may be placed on a ten (10) hour per day, four (4) days per week schedule at the discretion of the Sheriff provided the cooks affected by such a change have approved such a change by majority vote. While on a 10 hour day 4 day week schedule, terms and conditions of employment shall be determined in the same manner as Public Works employees on the same schedule.
- Q. If during the life of the contract, an error in the calculation of the rates contained in the various salary schedules is discovered, both parties will be notified of such error and said rates will be corrected based on Article IX. If an error results in an employee being overpaid, the employees rate of pay will be adjusted at the time the error is discovered, however no retroactive adjustment to the employees rate of pay will be made. If an error results in an employee being underpaid, a retroactive adjustment in the employee's rate of pay will be made.

APPENDIX B

The Hourly Salary Schedule for Permanent Part-time Employees shall be as follows:

1. The **hourly** rate for positions in salaried labor grade **three** (3) through **five** (5) in Appendix A will be:

2002

<u>Base</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
8.98	9.03	9.08	9.15	9.20	9.25

2003

<u>Base</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
9.25	9.30	9.35	9.42	9.48	9.53

2004

<u>Base</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
9.53	9.58	9.63	9.70	9.76	9.82

2005

<u>Base</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
9.82	9.87	9.92	9.99	10.05	10.11

2. Hourly rates for permanent part-time positions in salaried labor grades six (6) and above shall be computed by dividing the base salary and each step in the full-time salary schedule by the total number of regular hours worked in a year by a full-time employee.

APPENDIX C

(Positions Excluded from the Bargaining Unit)

Alcoholism Clinic

Director, Alcoholism Clinic

Board of Elections

Commissioners

Deputy Commissioners

Board of Supervisors

Chairman, Board of Supervisors

Supervisors

Buildings

Superintendent Buildings and Grounds

CETA Administration

Employment and Training Director II

Clerk of Board of Supervisors

All employees employed in the office of the Clerk of the Board of Supervisors

County Clerk

County Clerk

Deputy County Clerk

2nd Deputy County Clerk

3rd Deputy County Clerk

Countryside Care Center

Nursing Home Administrator

Assistant Nursing Home Administrator

Director of Nursing

Food Service Manager

Personnel Clerk

Assistant Director of Nursing

Personnel Coordinator

County Landfill

Solid Waste Program Coordinator

County Treasurer

County Treasurer

Data Processing

Director Data Processing

Department of Emergency Services

Director of Emergency Services

District Attorney

District Attorney
Assistant District Attorney
Secretary to the District Attorney

Drug-Abuse

Director, Drug Abuse Program

Industrial Development

Director of Industrial Development

Mental Health Clinic

Director of Community Mental Health Services
Director Intensive Youth and Family Treatment Program
Director Children's Services and Program Development

Office for the Aging

Director, Office for the Aging

Personnel Department

All employees employed in the Personnel Office

Planning Board

County Planning Director

Probation Department

Probation Director I

Public Works Administration

Public Works Commissioner
Deputy Public Works Commissioner
Assistant to Public Works Commissioner
General Highway Supervisor

Sealer of Weights and Measures

Director of Weights and Measures I

Social Services Department

Commissioner of Social Services
Director of Social Services
Director of Administrative Services
Accounting Supervisor Grade A/Director Fiscal Management
Director of Income Maintenance

Tax & Assessment

Director of Real Property Tax Services I

Veterans Service Agency

Director of Veterans Service Agency