

AGREEMENT

by and between

COUNTY OF TIOGA

and

CSEA, LOCAL 1000 AFSCME,

AFL-CIO



Tioga County Unit #885000

Tioga County Local 0854

January 1, 2018 – December 31, 2020

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Agreement made at Owego, New York on the 13th day of December, 2017, by and between the COUNTY OF TIOGA, State of New York, hereinafter called the *County*", and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INCORPORATED, Local 1000, AFSCME, AFL-CIO, Tioga County Local 0854, Tioga County Unit 885000, hereinafter referred to as "*CSEA*".

The parties hereto mutually covenant and agree as follows:

ARTICLE 1: Purpose and Intent

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

ARTICLE 2: Law Governing

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

ARTICLE 3: Recognition and Reciprocal Rights

Section A: Recognition

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

vested in it by the Laws and Constitution of the State of New York and/or the United States of America.

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

Section B: Excluded Positions

The following positions are excluded from this Agreement:

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

Director of Emergency Preparedness
Director of Environmental Health
Director of Probation
Director of Public Health
Director of Veterans' Service Agency
Director of Youth Bureau
Election Commissioner
Fire Coordinator
Health Officer
Personnel Officer
Planning Director
Public Defender

3. **BY MUTUAL AGREEMENT**

Accountant
Assigned Counsel Admin. PT
Assistant County Attorneys
Assistant District Attorneys
Assistant Fire Coordinators
Assistant Public Defenders
Assistant Social Services Attorneys
Associate Planner
Attorney for Social Services Department
Benefits Manager
Budget Officer
Captain, Operations
Civil Deputy
Civil Manager
Civil Service Administrator
Civil Service Assistant
Civil Service Technician
Clinical Program Director of Alcohol & Drug Services
Clinical Program Administrator (TIERS)
Clinical Program Director (CMH)
Code Enforcement Officer PT
Communications & e-Services Coordinator
Computer Programmer (Specialist)
Confidential Assistant
Confidential Secretary (Legislature)
Dentist PT

Deputy Clerk of the County Legislature
Deputy Commissioner (DSS)
Deputy Commissioner of Elections
Deputy Commissioner of Public Works
Deputy County Clerk
Deputy County Treasurer
Deputy Director for Clinical Services (CMH)
Deputy Director of Community Services
Deputy Director of Economic Development
Deputy Director of Emergency Preparedness PT
Deputy Director of Real Property
Director of Administrative Services (DSS)
Director of Administrative Services (MH)
Director of Administrative Services (PH)
Director of Assets & Records Management
Director of Children with Special Needs
Director of Dental Health Services
Director of Managed Care
Director of Patient Services (PH)
Director of Social Services
Director of Weights & Measures
Economic Development Administrative Assistant
Economic Development Specialist
Election Workers PT
Employment and Training Director
EMT Instructors PT
Executive Assistant to the Commissioner
GIS Manager
Historian
Information Security Officer PT
Material Recovery Manager PT
Network Administrator
Paralegal
Program Director for Outreach & Crisis
Public Health Engineer
Public Health Engineer/Trainee
Purchasing Coordinator
Safety Officer
Second Deputy County Treasurer
Secretary to Commissioner of Public Works

Secretary to Commissioner of Social Services
Secretary to County Attorney
Secretary to Director of Community Services
Secretary to Director of Probation
Secretary to Director of Public Health
Secretary to District Attorney
Secretary to Economic Development
Secretary to First Assistant County Attorney
Secretary to Personnel Officer
Secretary to Public Defender (PT)
Secretary to Public Health Director
Secretary to Sheriff
Software Support Liaison
STOP DWI Coordinator
Undersheriff

4. *WITHOUT DIMINUTION OF THE RIGHTS OF THE INCUMBENTS UNDER THIS AGREEMENT, INCLUDING THEIR RIGHT TO FULL REPRESENTATION BY CSEA, THOSE POSITIONS IDENTIFIED WITHIN THE SALARY SCHEDULE FROM SALARY GRADE XIII AND ABOVE, SHALL BE EXCLUDED FROM ANY INCREMENTS PAYABLE THEREUNDER.*

Assistant Engineer, Highway Department
Case Supervisor, Grade B
Caseworker/RN
Clinical Social Worker
Community Health Nurse
Community Health Program Supervisor
Computer Programmer
Coordinator of Child Support Enforcement
Employment Center Manager
Employment Center Supervisor
GIS Administrator
Nurse Practitioner
Probation Supervisor
Public Health Nurse
Registered Professional Nurse
Senior Caseworker/RN
Senior Certified Alcohol and Drug Counselor
Senior Clinical Social Worker
Senior Community Mental Health Nurse

Senior Computer Maintenance Technician
Supervising Certified Alcohol and Drug Counselor
Supervising Clinical Social Worker
Supervising Community Health Nurse
Supervising Psychologist, Mental Health
Supervising Public Health Nurse

Section C: Paychecks

If during the pendency of this Agreement the County changes the format of its payroll checks so that additional deduction slots are available, CSEA shall be entitled to utilize one of the additional deduction slots.

Section D: Malpractice Action

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

Section E: Definitions

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

1. The term "County employee" shall mean all employees of the County, except elected officials, members of boards and commissions, seasonal, temporary and part-time employees.
2. "Part-time employees" shall be defined as those persons who ordinarily work less than one-half of the normal work week.
3. "Promotion" shall mean any upward movement.
4. The term "working day" shall be defined as each week day except Saturday, Sunday or a legal holiday, unless otherwise directed or authorized by the Legislature.

Flex Time Work Schedule

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

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

For all Public Health employees:

- Flex time for the “needs of the business” requires only supervisor’s authorization and does not require completion of the form.
- Flex time requests will be submitted well in advance of the need to flex.
- Flex time is for personal, on-going situations.
- Flex time should only be used for extenuating or unique circumstances.
- Flex time should not be used in lieu of sick time, personal time or vacation time.
- Flexing will first be discussed with the immediate supervisor before submitting flex request in writing to the Public Health Director.

Flexing is not likely to be granted if the above is not complied with or if the request involves any of the following:

- The Health Department is not the first priority.
- A 4-day workweek.
- An employee’s flexing will not meet with Tioga County criteria.
- Flexing of one’s schedule may burden another employee with the flexor’s work; flex time parameters are not within the 8:00 am to 5:00 pm timeframe.

The Public Health Director may ask for reasons behind the requests. Reasons may be provided orally or in writing; Reasons provided will be considered prior to a decision being made. Any decision made will be made based on operational and staffing needs and the above criteria.

Public Works

All Public Works employees (except Clerical and Engineering) shall work 40 hours per week; Clerical and Engineering shall work 35 hours per week. For employees within the Highway Division, the 40 hours per week may be worked in four 10-hour shifts, as the Public Works Commissioner sees fit during 2018 – 2020.

Dispatch & Sheriff Civilian Staff Work Week

The regular workweek for Dispatch is forty-(40) hours and for Sheriff’s Civilian is thirty-five (35) hours. Pursuant to Memorandum of Agreement dated March 2001 the term “working day” for Dispatch shall include each workday, including Saturday, Sunday and legal Holidays. Each dispatcher working a “4-2” schedule shall be obliged to work 24-hours per calendar year in addition to his/her scheduled shifts.

All Other County Departments

For all Nurses, Home Health Aides, technical (not clerical) Environmental Health staff, and Cleaners the term "working day" may include Saturday and/or Sunday, and shall be paid on a straight time basis until more than 40 hours are worked in a given week, at which time compensation will be earned at a rate of time and a half. Holidays shall be paid at time and one-half.

Breaks - All employees shall be entitled to a fifteen-minute break in the morning and a fifteen-minute break in the afternoon, such time to be regulated by the department head, if necessary.

Section F: CSEA Representative Rights

1. The County recognizes the right of the employees to designate three (3) representatives of the CSEA to represent them in matters arising under this Agreement, such as salaries, wages, working conditions, disputes and grievances. Any one (1) of such representatives may make a reasonable number of visits to employees during working hours for the purpose of discussing such matters, and any one (1) of said representatives may also appear before a Department Head, or the appropriate committee of the Legislature of the County Legislature, or the County Legislature itself when occasion may reasonably require such an appearance. Use of such time shall be recorded on the employee's timesheet as "Union Time," and shall be charged in 15 minute increments.
2. The CSEA shall have the right to post notices and communications on bulletin boards maintained on the premises and facilities of the County, subject to the approval of the contents thereof by the Chairman of the County Legislature or his designee.
3. The officers and agents of the CSEA shall have the right to visit the County's premises and facilities at reasonable times and on reasonable occasions for the purposes of adjusting grievances and discussing the administration of the terms and conditions of this Agreement.
4. CSEA officials shall be entitled to a total of ten (10) working days anywhere in the United States, each year, not cumulative, for attendance at CSEA sponsored meetings without deduction from salary, wages or from vacation, personal leave or sick leave allowances. The number of such officials shall be at the discretion of CSEA, but the total days so allowed shall be limited to ten altogether for all said officials, collectively. Requests for use of this paid union leave time must be submitted and approved by the CSEA Unit President or designee prior to submission to the Department Head or designee. Use of such time shall be recorded on the employee's timesheet as "Union Time."

5. Agents selling CSEA insurance may interview County employees during working hours; subject, however, to department head approval as to the time of such interviews. The County will make arrangements to withhold premiums for said insurance and forward it to the appropriate Agent. (See 7 below).
6. The employer shall make automatic agency shop fee deductions from the wage or salary of employees.
7. Such deductions shall be listed on the employee's pay stub.
8. The CSEA affirms that it does not assert the right to strike against the County, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike.

Section G: Joint County and CSEA Labor Management Committee

An employee-employer relation committee shall be implemented to resolve items of contractual implementation and areas of common interest. The Committee shall consist of at least six employees and shall meet not more than monthly, but only if necessary. Department heads shall allow one hour for preparation and/or travel for said Committee meeting. Agendas shall be exchanged 24 hours prior to meeting.

ARTICLE 4: Salaries, Wages

Section A: Annual Salary Increases

Members of the bargaining unit shall receive the following wage increase (s) added to their base pay. Attachment A will be adjusted by 3% in 2018, 3% in 2019, and 3% in 2020.

Effective January 1, 2018 to December 31, 2018, an increase of three percent (3.0%) on base

Effective January 1, 2019 to December 31, 2019, an increase of three percent (3.0%) on base.

Effective January 1, 2020 to December 31, 2020, an increase of three percent (3.0%) on base.

Section B: New Hires

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

1. Every new employee shall start at the minimum annual salary specified for his position as established in Attachment A unless the department head or appointing officer requests and receives permission from the County Legislature to start said employee at increment stage "2" by reason of prior experience in similar work.

2. **Break In Service:**

- a) In the event that an employee resigns or retires from County service and is rehired within six months into a position covered by this collective bargaining agreement, s/he shall retain credit for increment and salary purposes.

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

Example:

Employed 01/01/2016 – 12/31/2017 (24 months)

Rehired 4/1/2018

Anniversary date becomes 04/01/2016 (4/1/2018 minus 24 months)

For salary, an employee rehired to a position in the same salary grade as his/her last employment shall receive the same rate of pay as s/he was earning upon separation. If the base salary of that salary grade is higher at the time of rehire than his/her previous salary, the individual shall be paid the base salary in existence at time of rehire. If rehired to a position in a grade lower than his/her former position, s/he shall be paid at his/her former rate minus the existing difference between the two grades (comparable to a demotion). If rehired to a position in a grade higher than his/her former position, s/he shall be paid at his/her former rate plus the existing difference between the two grades (comparable to a promotion).

Example: (Based on 2015 Salary Schedule)

Office Manager (Grade 6) hired 02/01/2000 at base of range resigns 06/01/2015 at a salary of \$30,000.

Scenario 1:

Individual returns to County employment 09/01/2015 as an Account Clerk Typist (Grade 4). S/he will receive a salary of $\$30,000 - \$3,444 = \$26,556$.

Scenario 2:

Individual returns to County employment 09/01/2015 as a Payroll Clerk (or any other Grade 6 position). S/he will receive a salary of \$30,000.

Scenario 3:

Individual returns to County employment 09/01/2015 as a Medical Records Technician (Grade 8). S/he will receive a salary of $\$30,000 + \$5,664 = \$35,664$.

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

- b) Seniority, as to Dispatch and Sheriff's Civilian, will be defined as the uninterrupted service in the Tioga County Sheriff's Department. In the event of a break in service, and the employee returns to employment with the County within six (6) months from the break, seniority shall be treated as uninterrupted service.
- 3. Salaries and wages of all persons covered by this Agreement shall be paid every two weeks, with payday falling on the Thursday following the two-week period ending on the preceding Friday. All checks in payment of said salaries and wages shall contain or have attached thereto a complete statement of all deductions for income tax, social security tax, CSEA dues or fees and insurance, deferred compensation and any authorized or required deductions. **All employees hired on or after January 1, 2018 must enroll in direct deposit.**

Section C: Increments

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

- 1. All increments shall be in the amount of \$350.
- 2. All increments shall be payable within thirty (30) days of receipt by the Personnel Officer of a satisfactory evaluation. Payment shall be retroactive to the employee's anniversary date.
- 3. Employees entitled to an approved increment shall become payable on their anniversary date in accordance with paragraph 2 above.
- 4. Eligible employees will be entitled to an increment after completion of two, five, seven, ten, fifteen, twenty, twenty-five and thirty years of service.
- 5. If an employee does not receive a full increment as a result of an evaluation, the employee may seek a review and modification of the evaluation as follows:
 - a) Within seven (7) calendar days from receipt of the evaluation, the employee may request, in writing, a review of the evaluation by the Personnel Officer. The Personnel Officer shall investigate the matter, conduct a joint meeting with the employee, Department Head, Union representative, and render a written decision within thirty (30) calendar days from the receipt of the request for review.

- b) In the event the employee is still denied a full increment; the employee may seek a final review of the evaluation by the Legislative Committee of the employee's department.

Within seven (7) calendar days from receipt of the decision of the Personnel Officer, the employee may request, in writing, a review of the original evaluation and decision of the Personnel Officer. The Legislative Committee shall investigate the matter, conduct a joint meeting with the employee, Personnel Officer, Department Head, and Union representative, and render a written decision within thirty (30) calendar days from receipt of the request for review. The decision of the Legislative Committee shall be final and binding on all parties.

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

Section D: Salary Adjustment Upon Promotion/Demotion

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

Section E: Out-of-Title Pay

Any employee who, at the request of his department head and with the consent of the Legislature, performs the duties of an existing higher grade or classification for a period of more than 20 calendar days, shall be paid at the rate applicable to such higher grade or classification for the entire time worked in such higher classification.

Section F: Compensatory Time

Salaried employees required to work overtime shall be entitled to compensatory time off the normal work week, within 365 calendar days of the date the time was accumulated and based upon the needs of the Department as determined by the Department Head. An employee who is unable to use accumulated comp time within the 365-calendar day period shall have the time converted to cash payment and department heads can direct employees to use comp time with two working days notice. Such requirement shall not be for a unit of less than 1/2 day or the actual time accrued, if such time is less than 1/2 day. Compensatory time will be credited as follows:

1. Employees working less than a forty (40) hour work week will accrue compensatory time at their regular hourly rate of pay until they have worked over forty (40) hours. After forty-(40) hours an employee will accrue compensatory time at one and one-half times their hourly rate of pay. If an employee is required to work on a Sunday or

Holiday as set forth in Article 5, Section F (1) and (2), the employee will accrue compensatory time at one and one-half times their hourly rate of pay.

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

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

Section G: Compensation Time for Travel Time

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

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

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

Section H: Overtime

1. Hourly employees of the Highway Department called back to duty after the end of the working day or on a Saturday, shall be paid for a minimum of four hours for each extra day.
2. Hourly employees of the Highway Department who work on Holidays set forth in Article 5, Section F (1) and (2), shall be paid double time. Hourly employees of the Highway Department who work overtime on Sundays shall be paid double time.
3. Hourly employees required to work overtime shall be paid one and one-half times their hourly rate for all authorized time worked over forty hours per week.

4. Hourly employees of the Highway Department shall receive a night shift differential of 50 cents per hour. A minimum of two weeks of continuous service is necessary to qualify for this differential, which shall be non-retroactive.
5. Hourly employees of the Building and Grounds Department called back to duty after the end of the working day or on Saturday or Sunday, shall be paid for a minimum of two (2) hours for each extra day.
6. In the event of an emergency, if a Dispatcher is called into work on a day other than his normal work day or at a time other than his normal work shift for that day, the Dispatcher shall be paid a minimum of four (4) hours straight time. Under no circumstances shall any scheduled work assignment, shift or other duty constitute an emergency.
7. Effective with the full payroll period beginning May 16, 2015, those Dispatchers required to work a shift other than the day shift shall be entitled to an hourly shift differential compensation as follows:

<u>For the Years</u>	<u>A Line</u>	<u>C Line</u>
2015-2020	\$1.00	\$0.90

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

8. Effective May 16, 2015, those Dispatchers, who are not otherwise scheduled to work, who are called to work, who are assigned or who volunteer to work any portion of a shift on a designated holiday as set forth in Article 5, Section F, shall be paid double time for all time worked.
9. Computation of overtime (more than forty (40) hours) for hourly employees required to work overtime, shall include all authorized paid time off which occurs during the same work week in excess of forty (40) hours in a work week.

Section I: On-Call Pay

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

1. Effective January 1, 2010, all on-call employees shall receive a benefit of \$45.00 per day for a week-day, \$55.00 per day for Saturday and Sundays, and \$60.00 for holidays designated in Article 5 (f), except that floating holidays shall be paid as a week-day.
2. All DSS and Mental Health employees who actually render non-field work services while on-call shall receive an additional compensation for all services rendered equal to one hour straight-time at the employee's rate of pay per incident or client case.

3. All DSS employees who perform actual field work while on-call shall be compensated at their hourly rate of pay for their actual time in the field plus one (1) additional hour for paperwork to be completed. For clarification: When a call results in doing field work, as indicated, the clock starts "ticking" when the employee receives the phone call and begins working on the case. The employee may submit for compensation at his/her hourly rate of pay for the exact amount of time worked. The employee is also entitled to the additional hour for paperwork.
4. All Public Health employees shall be compensated at their straight time rate of pay for the time rendered while providing services on-call.
5. All on-call employees required to work on the actual day of December 25, when the official Christmas Holiday is celebrated on the previous Friday or following Monday, shall be paid the Holiday rate of pay.
6. Mental Hygiene employees who perform actual field work while on-call shall be compensated at their rate of pay for their actual time in the field, plus mileage for any travel required utilizing their personal vehicle.
7. The staff of the Buildings & Grounds division of the Public Works Department shall serve on-call according to the following:
 - All Buildings & Grounds staff hired on or before January 26, 2007 in the titles of Maintenance Mechanic I, II, and III, Technical Facility Supervisor and Working Supervisor shall have the opportunity to opt in and out of the rotation with 30 days' advance written notice to the Commissioner of Public Works.
 - Employees hired after January 26, 2007 will serve On-Call as a condition of employment, and vacancies will be posted as such.
 - The On-Call shift will run from Friday at 3:30 PM through the following Friday (7 calendar days) at 7:30 am.
 - The On-Call rotation is determined by the employees.
 - While On-Call, the employee shall carry a pager, to be provided and maintained by the County.
 - In the event the On-Call employee becomes unable to fulfill the On-Call responsibility in the midst of his/her shift, s/he must make arrangements for another employee to cover the remainder of the shift and to transfer the pager to the other employee. If the on-call employee is *incapacitated* and therefore unable to make arrangements with another employee for coverage mid-shift, the Working Supervisor shall serve as back-up.
 - Employees may voluntarily swap shifts with each other in advance, however coverage must be in place each week.

- Compensation for serving On-Call shall be in accordance with Article 4, Sections I1 and I6. The employee who actually serves on-call shall be the one compensated.
 - Compensation for work performed as a result of being called-out while On-Call shall be in accordance with Article 4, Sections H3 and H5.
 - Although pagers will be supplied and maintained by the County, if an employee is found to be grossly negligent in the care of the pager or intentionally damaged the pager, or in the event pagers are repeatedly lost by a certain employee, disciplinary action may result.
8. Effective January 1, 2018, employees of the Probation Department who receive business related phone calls while at home will be compensated a minimum of one (1) hour at straight time for the phone call and any paperwork that must be completed as a result of the call. Time expended in excess of one hour will also be compensated on a minute for minute basis.

Section J: Jury Duty

When an employee is called for Jury Duty, the employee must submit to the Department Head a copy of the order to appear and will then receive their County salary for the time away from work. In the event the employee qualifies for reimbursement from the Court for meals or mileage, the employee may keep that money.

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

Section A: Vacation

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

1. On your six month anniversary, the employee will be entitled to five days' vacation.
2. On your one year anniversary, the employee will be entitled to five days' vacation.
3. On anniversary two through five, the employee will be entitled to ten days' vacation
4. On anniversary six through twelve, the employee will be entitled to fifteen days vacation
5. On anniversary thirteen and thereafter, the employee will be entitled to twenty days' vacation

Vacation time may be used in one (1) hour increments; half-day absences for employees working a 35-hour workweek shall be deducted at 3.5 hours; half-day absences for employees working 40-hour workweek shall be deducted at 4 hours.

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

One month's advance request of a vacation period of 5 workdays or more shall be submitted by each employee to the Department Head or designee. A request for vacation of five days or more shall receive a decision on its approval or disapproval within 5 working days. Vacation requests for less than five work days shall be require at least 24-hour advance request of the Department Head or designee, unless a shorter timeframe is mutually agreed upon by the employee and the Department Head or designee. All vacations shall be taken as requested by the employee if approved by the Department Head or designee.

6. Twenty days of the vacation to which an employee may be entitled in a given year may be carried over by him to the subsequent year. Except for such privilege, no additional vacation shall be carried over from one year to another unless the pressure of work in a particular department makes it impossible for the department head to grant a full vacation during such year, in which case the vacation period for such year or any unused portion thereof may be added to the vacation to which the employee is entitled during the following year.
7. An employee who resigns or retires will be paid for unused vacation due him. In addition, the employee shall be paid, in accordance with the current practice, a pro-rated share of the vacation time earned toward his/her next anniversary.
8. The estate of an employee who dies will be paid for the employee's unused accrued vacation. In addition, if the employee's death occurs within fourteen calendar days preceding his/her anniversary date, a complete year's vacation accrual shall be paid to the estate, as opposed to a pro-rated portion. This is true regardless of whether at time of death the employee was on a leave of absence with pay, leave of absence without pay, or actively working.
9. In the event that a CSEA employee resigns or retires from County service and is rehired within six months to a position covered by this collective bargaining agreement, s/he shall have his/her annual vacation accrual based upon their years of prior service. However, consideration must be given to the fact that payment for a pro-rated portion of their next anniversary's accrual may have been paid upon separation, and their accrual on their next anniversary shall be adjusted accordingly.

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

Example:

Employee's anniversary = March 1, 2010

Employee resigns June 1, 2014, and receives payment for any unused portion of 2014 accrual, and no pro-rated portion of the March 2015 accrual.

Employee returns September 1, 2014. New anniversary date = June 1, 2010. Receives no vacation upon hire (since compensation was issued upon separation). Receives ten (10) days on his/her June 2015 anniversary since no pro-rated payment was made under this example. June 1, 2016, employee accrues 15 days' vacation.

Employee resigns September 1, 2014 and receives payment for any unused portion of 2014 accrual, and five (5) day's pro-rated portion of the March 2015 accrual.

Employee returns December 1, 2014. New anniversary date = June 1, 2010. Receives no vacation upon hire (since compensation was issued upon separation). Receives ½ of ten (10) days (or five (5) days) on his/her June 2015 anniversary. June 1, 2016, employee accrues 15 days' vacation.

10. The estate of a Dispatch or Sheriff's Civilian employee shall be paid for the employee's unused vacation, floating holidays and compensatory time on the books. In addition, if the employee's death occurs within fourteen calendar days preceding his/her anniversary date, a complete year's vacation accrual shall be paid to the estate, as opposed to a pro-rated portion. This is true regardless of whether at time of death the employee was on a leave of absence with pay, leave of absence without pay, or actively working.
11. Vacation Sell-Back –
Employees who have completed at least six years of continuous service with Tioga County and who have a vacation balance of more than 20 days may sell back vacation days provided they have a balance of no less than 20 vacation days after the sell-back according to the following chart:

Yrs of Continuous Service:	Number of Days may sell-back:
6 - 13	Up to 5
14 & over	Up to 10

Written notice of intention to sell back days must be submitted to the employee's Department Head by the first day of the first month of each calendar quarter. An employee may only sell back vacation time once a year. Payment of vacation will occur in the second paycheck of February, May, August or November. Employees may NOT sell back vacation in a certain quarter if their anniversary date falls within the same pay period as the payout. Example: 1st quarter payout scheduled for February 22, 2018. Employee's anniversary date is February 14. Employee cannot sell back vacation in February 2018 because February 14th falls within the pay period covered by the February 22nd paycheck; employee must wait until May, August or November to sell back vacation in 2018. Should an employee's vacation balance drop below 20 days or below an amount that would allow for payment of the days to be sold back after the notice is submitted and before payment is issued, the notice is considered void.

12. Employees are required to give at least 10 working days advance written notice of their resignation or retirement, or forfeit any and all pay for earned vacation time. The Personnel Officer, upon consultation with the Department Head, may make an exception.

Section B: Sick Leave

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

1. Effective May 21, 2015, an employee shall accrue one day's sick leave each month in which no unpaid leave in excess of five working days, or no unauthorized leave is taken. The accrual of the sick day shall occur on the 28th day of each month. An employee commencing work after the fifteenth day of any month shall not accrue a sick day that month. Unauthorized leave shall be defined as any leave (other than when sick time is used), paid or unpaid, for which prior approval was not granted. A maximum of 216 sick days may be accumulated.
2. It shall be the duty of the employee to notify his department head of his illness within one hour of the beginning of his first day's leave.
3. An employee isolated or quarantined by a physician or health officer's order because of exposure to a communicable disease shall be considered absent because of sickness and may be granted sick leave with pay during such isolation or quarantine to the extent of his accumulated and unused sick leave.
4. Upon satisfactory proof that an employee became ill while on vacation, the day or days of such illness may be charged against the employee's sick leave rather than against his vacation time.

5. The department head may require a physician's certificate for any sick leave of more than one consecutive working day and may require an examination by a physician of his choice, or other evidence that the illness is bonafide.

Effective May 21, 2015, the Department Head may require a physician's certificate after an employee has utilized sick leave three (3) times within a six (6) month period. An exception to this will be use of sick leave for a scheduled medical event for which the employer has been notified at least three (3) work days in advance.

- 5a. When the employer requires a medical statement as a requirement for continued employment, the employer shall so direct the employee in writing. The employer shall pay any cost of said exam not covered by the employee's or any other health insurance. The employee agrees to fully cooperate with the employer in filing any insurance claims in connection with said exam.
6. Where an employee, because of illness or disability, is required to remain away from his employment beyond his sick leave allowance, the department head, in his judgment, may petition the Legislature that additional sick leave with pay be advanced chargeable against future accumulation of sick leave. If, after the lapse of 30 days, the department head shall have failed to so petition the Legislature, any interested party may so petition.
7. Sick leave may be allowed for illness in the immediate family, including steprelations, without restrictions up to the existing personal entitlements.
8. Effective December 1, 2005, Public Safety Dispatchers, Chief Public Safety Dispatchers, and Public Safety Dispatcher Trainee shall be eligible for Sick Leave Bonuses based on the amount of sick days used each calendar year as set forth in the schedule below:

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

The time period for the sick days taken shall be calculated from December 1 of the preceding year, to November 30 of the bonus year. An employee must be employed for the entire twelve (12) month period upon which the bonus is based in order to be considered for a bonus. Payment shall be included in the first payroll form submitted to the Treasurer following December 1.

9. For every three (3) unauthorized within a twelve (12) month period, the employee will lose one day's pay. A Counseling Memo shall be issued to the employee after the second unauthorized leave, advising of the potential for losing one day's pay. The

twelve-month period starts over after every three such leaves. A pattern of unauthorized leaves may result in disciplinary action, up to and including termination.

10. Any accumulated sick time over 165 days, the value of the seventy-five dollars (\$75) per day, shall be used to offset the cost of the employee's contribution toward health insurance at retirement.

Section C: Bereavement Leave

1. Effective May 21, 2015, upon the death of a child, husband, wife, domestic partner, parent or sibling, the County employee involved shall be entitled to five (5) working days with pay.

For this clause, the term "child" includes the employee's natural child, step-child or any other child who has resided with the employee and for whom the employee has been the primary care provider, both financially and emotionally for such child.

For this clause, the term "domestic partner" includes a person:

- in a committed relationship with the employee;
- over 18 years of age;
- not married to the employee or another person;
- has shared combined residence for at least one year with the employee;
- who is financially interdependent with the employee.

The employee must be able to provide documentation of their financial interdependence which is acceptable to the Personnel Officer.

2. Upon the death of a father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, grandchild or step-relations, any County employee shall be entitled to three (3) working days with pay.
3. Leaves for family deaths not covered by sub-section 1 or 2 above may be granted and deducted from accumulated sick leave, subject to all other provisions for the granting and use of sick leave.

Section D: Personal Leave

1. Each employee shall be entitled to three days' personal leave each year, not accumulative, for such purposes as he or she may deem proper, but on such dates as the department head may approve. Prior approval may be waived in emergency situations, at the discretion of the department head. Personal leave may be taken in quarter hour increments. Employees with ten years of service shall receive a fourth personal day, on the employee's 10th anniversary date, and four (4) personal days per year thereafter.

2. Employees shall be credited with Personal time for their first calendar year of employment according to the following chart, regardless of whether a new or re-hire:

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

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

Section E: Leave of Absence

1. An employee's anniversary date (used to determine increments and vacation) shall be adjusted on a day for day basis for any unpaid absence which has not been previously scheduled and/or previously approved. No adjustment of the anniversary date shall occur if an unpaid medical leave is pre-approved and does not exceed one cumulative year (260 working days) in duration. Once pre-approved medical leave(s) exceeds one cumulative year, the anniversary date shall be adjusted on a day for day basis for all days in excess of 260 working days. An unpaid leave of absence for non-Family/Medical Leave reasons which is approved in advance shall result in the adjustment of the employee's anniversary date as of day one.
2. An employee, who has taken a leave of absence, whether for medical or for any other reason shall share in the cost of their medical insurance as follows:
 - a) If an employee is on Family Medical Leave, or Disability under Article 6, D or E the employee shall contribute the amount required under Article 6, §B (1) (b), for the first twelve (12) weeks of Family Medical Leave or the first twenty-six (26) weeks of Disability. After said initial time period's, the employee shall pay the full cost of the monthly premium for the health insurance option the employee is covered by (individual or family).
 - b) If an employee is on leave for any other reason, the employee shall pay the full cost of the monthly premium for the health insurance option the employee is covered by (individual or family).
 - c) If an employee has elected the Family Medical Leave because of their own illness or the illness of a qualifying family member, or is deemed eligible for Short-term Disability due to their own illness, the employee shall apply all but 7 total days of their existing sick, personal, floating holiday, comp and vacation time to said Leave. The employee may request use of the final 7 days of leave time.

Any illness or sick time taken by an employee consisting of at least seven (7) consecutive working days shall constitute leave under the Family Medical Leave Act, and shall be counted as part of the twelve (12) week allowance.

- d) If an employee is suspended for a period of not more than thirty (30) days pursuant to the Civil Service Law, the employee shall continue to contribute the amount required under Article 6, §B (1) (b) to maintain their health insurance plan coverage.
- 3. The conduct of personal commercial business on County time or on County premises is forbidden.
 - 4. Military leave shall be granted as provided by Section 242 and 243 of the Military Law. An employee shall be paid for any and all periods of absence while engaged in the performance of ordered military duty, and while going to and returning from such duty, not exceeding a total of thirty days in any one calendar year and not exceeding thirty days in any one continuous period of such absence.

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

- 5. The employee shall have the option of unpaid maternity or paternity or adoption leave of absence of not more than one year, then return to the regular job without any decrease in pay. A 60-day advance written notice is required to the Department Head to request such leave, unless extenuating circumstances which require the leave to commence sooner. This benefit is cumulative leave when both mother and father are employed by Tioga County.
- 6. Emergency Closing Procedures: When County offices are closed prior to the start or end of an employee's regularly scheduled shift, the employee shall be paid as follows ONLY IF the delayed opening or early closure impacts their regularly scheduled shift (If the closure does not impact the employee's regularly scheduled shift, the employee is expected to work their regularly scheduled shift):

- (a) 5-day Office/Administrative staff: The County's official hours of 9 am - 5 pm shall be applied. Therefore, regardless of whether the employee works a flexible schedule with a start/end time other than 9 am/5 pm, in the event of a delayed opening or early closure, employees are responsible for working the number of hours that, when added to the hours between 9 am and 5 pm that offices were closed, equates to a 7 hour work day.

- For example, if County offices do not open until 11:00 am, employees are required to work 5 hours that day.

- For example, if County offices close at 4:00 pm, those employees who normally work 8 am - 4 pm shift leave at 4 pm and do not get any compensation for County offices closing early.

In the event any such employees are directed to work during closure the employee shall receive comp time on an hour for hour basis in addition to regular pay for any hours worked during their shift when County offices are closed due to an emergency.

- (b) 4-day Office/Administrative staff: The County's official hours of 9 am - 5 pm shall be applied. Therefore, in the event an emergency closure occurs during the regularly scheduled work shift, the employee may make-up hours that work week, or charge leave time to account for the 35-hour workweek. (i.e. Employee regularly scheduled to work 7:30 am - 5:30 pm; offices open at 11:00 am. Employee must make-up 1.5 hours of work, or charge 1.5 hours leave time). In the event an emergency closure occurs during the employee's non-workday, the employee is not entitled to any comp time or pay.

- (c) Public Works & Dispatch: The employees required to work during any closure shall receive comp time on an hour for hour basis in addition to regular pay for any hours worked during their shift when County offices are closed due to an emergency. Only those Dispatchers that are working the shift during which the time of delay or closure is in effect shall receive such comp time.

- Example #1, if County offices are closed at 2:00 pm, B line receives 1 hour of comp time for working 2:00 pm - 3:00 pm.
- Example #2, if County offices are closed at 4:00 pm, C line receives comp time for 4:00 pm - 11:00 pm.
- Example #3, if County offices delay opening until 11:00 am, B line receives comp time for working 7:00 am - 11:00 am.

In the event the emergency closure lasts 2 or more consecutive days, Dispatchers working all shifts shall receive comp time on an hour for hour basis in addition to regular pay for any hours worked during their shift when County offices are closed.

- (d) Breaks and meal periods shall be assigned as needed by the employees' supervisors on the days affected by emergency closings, however the employee is still responsible to work the required number of hours as outlined in the examples above.
- (e) If personal circumstances prevent an employee from working any or all of the required work hours on the day of an emergency closing, the employee may request to use leave time to cover the balance of the work hours.

- (f) Employees who had the day scheduled off using leave time shall only be charged leave for the number of hours offices were open. An employee on leave without pay when an emergency closing occurs shall not be entitled to pay or comp time for an emergency closing.
- (g) Employees required to extend their on-call services shall be paid for a second shift at the normal on-call rate. All additional pay for on-call services shall be as per Article 4. Section I of this agreement.

Section F: Holidays

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

Holidays shall be as follows:

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

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

During their first calendar year of employment, employees shall be credited with floating holidays in accordance with the following chart, based upon date of hire:

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

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

3. Upon separation from County employment, unused floating holidays shall be compensated for at the employee's normal rate.
4. In order to qualify for payment of the holidays included in this section an employee must be on the payroll the workday immediately preceding and immediately following the holiday.
5. For the weeks during which Memorial Day, 4th of July, Labor Day, and Columbus Day occur, all Public Works employees who are scheduled to work four ten-hour days, as indicated in Article 3, Section E.4, shall charge two hours of Floating Holiday time and work three ten-hour days, to comprise their 40 hours for each of those weeks. In the event the employee does not have Floating Holiday time available, then Vacation time may be charged. In the event neither Floating Holiday nor Vacation time is available, then the employee will incur two hours leave without pay.
6. Pursuant to Memorandum of Agreement dated March 2001, Dispatch staff working a "4-2" schedule are not eligible for the provisions of this entire Section F. Holidays.
7. An employee who separates from service and who is rehired in the same year will not get floating holidays upon the rehire since, pursuant to provisions of this Section, they were paid for unused floating holidays upon separation. Employees who separate from service and who used their floating holiday entitlement prior to separation will not receive additional floating holiday time upon rehire in the same calendar year.

Section G: Volunteer Firefighter/EMT Service:

The County agrees to permit any employee who is also an active member of a volunteer fire company, or any emergency medical technician, to leave work or arrive after his/her regular start time, to respond to an emergency without loss of pay and without use of paid leave accruals for up to a maximum of four (4) hours per month. The employee requesting this privilege must provide the Department Head or designee with documentation that they were at a specific incident responded to by his/her company/squad which documentation shall be on a form(s) provided by the County. Failure to return the form within five (5) working days will result in the Employer deducting benefit time other than sick leave.

ARTICLE 6: Retirement, Health Insurance and Protection

Section A: Retirement System

The County shall continue to participate in the so-called 1/60th Non-Contributory Retirement Plan as provided by Section 75-i of the Retirement and Social Security Law, retroactive to 1938, for Tier 1 and Tier 2 members. Tier 3 employees (those employees hired between July 27, 1976 and before September 1, 1983) are covered under Article 14 and/or 15, and Tier 4 employees (those hired on or after September 1, 1983) are covered under Article 15 of the New York State & Local Employees' Retirement System, Tier 5 employees (those hired on or

after January 1, 2010 and before April 1, 2012) and Tier 6 employees (those hired on or after April 1 2012) are covered under Article 15 of the New York State & Local Employees' Retirement System. Both of these plans are contributory.

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

Section B: Health Insurance

1. Effective February 1, 2012, the County shall provide employees with the Excellus Blue Cross Blue Shield Healthy Blue HDHP (High Deductible Health Plan) with a 100% County funded HRA (Health Reimbursement Account). Employees shall have the option to select either Individual or Family coverage within that Plan.
 - a. The County agrees to pay 100% of the cost of participation in this fully-insured plan, including all annual plan premiums (except for the employee contributions set forth in paragraph b. below), administrative fees for the Healthy Blue HDHP Plan, and shall fund 100% of the deductible by funding the HRAs.
 - b. The Healthy Blue HDHP employee bi-weekly premium contributions shall be a percentage of the annual premiums, in accordance with the chart below:

	<u>Individual</u>	<u>Family</u>
Effective 1/01/2018:	13.5%	13.5%
Effective 1/01/2019	14.0%	14.0%
Effective 1/01/2020	15.0%	15.0%

In the event the plan design changes so that the deductible is applied in full to both in-network services (effectively doubling the County's exposure to fund the deductible), it is agreed that the County shall only be responsible for funding a full single or full family deductible, which deductible will cover both in-network and out-of-network services. Example: On January 1, 2019, the plan design changes so that there is a full deductible for an individual plan or family plan for out-of-network services, the County will only remain responsible for the full in-network or out-of-network deductible or a combination of the two.

The Healthy Blue HDHP deductibles shall be \$2,600 annually for an Individual plan and \$5,200 annually for a Family plan. In the event the deductibles are modified by the Plan provider at any time the County shall continue to fund 100% of the deductible, including any increase.

- c. The County agrees to maintain this plan provider and insurance plan coverage until such time that an alternative plan or provider is mutually agreed upon by the County and CSEA.

2. Optional Dental and Vision Coverage

The County agrees to arrange for payroll deductions for any employee who elects to enroll into a Dental and/or Vision Plan to be selected by CSEA. This is an optional benefit for CSEA represented employees and it is NOT part of the health insurance plan provided by the County. The Employee shall be responsible for paying 100% of the total annual premium cost plus any administration fee. The monthly premium cost, detail of the plan services and list of participating providers will be provided to all unit employees by CSEA. It is expected that enrollment into the dental plan shall be for one (1) calendar year and the employee must re-enroll annually to maintain this benefit.

Section C: Section 125K Program and Deferred Compensation Plan

- a) All employee health insurance premium contributions shall be processed through IRS 125K Plan on a mandatory basis. Employees will have the option of withdrawing from participation in the IRS 125K Plan provided such withdrawal is in writing. Employees shall have the option of participating in an expanded IRS 125K Plan for qualifying out-of-pocket medical and dependent care expenses. All administrative costs associated with sponsoring this plan shall be paid by the County.
- b) The County agrees to make available to all employees a Deferred Compensation Plan on a voluntary basis. CSEA shall be informed in writing prior to any change in vendor contracted by the County to administer this optional plan. Minimum contribution is ten dollars (\$10.00) per pay period, administered through the Treasurer's Office.

Section D: Injured on Duty Pay

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

- 1. The Workers' Compensation Board of the State of New York shall be the body which shall determine the issue of whether or not the employee was injured while on official business.
- 2. For the purpose of this Agreement, Injured While on Official Business Pay is defined as compensation payable to the employee during disability resulting from an injury received by the employee during the regular course of his employment, which shall be paid at the same rate as the employee's usual salary or wage.

3. In the event that the Workers' Compensation Board shall make a finding that an employee had been injured while on official business, the County shall be entitled to reimbursement from the Workers' Compensation Board of weekly benefits due the employee during any time period during which the employee has been paid Inured While on Official Business Pay.
4. The County may change carriers for Short-term Disability Coverage, so long as the coverage continues to provide a maximum benefit level of 60%, up to a maximum of \$170 per week. Eligibility is determined by the carrier. CSEA shall be notified of any change in carrier.

Section E: Dispatch/Injured on Duty Pay

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

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

Section F: Life Insurance

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

Section G: Employee Assistance Program

The County shall provide to employees an Employee Assistance Program (EAP) by Resolution #210-92 and #105-93. The County reserves the right to modify the program and Plan Provider as needed and with notice to CSEA.

ARTICLE 7: Mileage, Transportation and Clothing Allowance

Section A: Mileage Rate

The mileage reimbursement rate during the Agreement shall be that rate per mile adopted by the County Legislature, but in no event shall be less than 30 cents per mile.

Section B: Transporting Clients

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

Section C: Clothing Allowance/Uniform Maintenance

1. Effective January 1, 2016, the County shall pay Four Hundred Sixty-Five Dollars (\$465.00) in clothing allowance to all Public Works employees. Employees shall provide the employer with receipts for all items purchased prior to payment by the County. Employees shall be required to purchase as part of said allowance and at all times wear, safety shoes. Effective January 1, 2016, office personnel shall no longer be eligible to receive a clothing allowance.
2. The County agrees to provide uniform maintenance service for uniformed dispatchers, on a contractual basis, and provide for "blocking" and cleaning of uniform Stetsons. The insignia shall reflect the employee is a Dispatcher.
3. Uniformed Dispatch employees covered by this agreement shall be supplied with all equipment necessary to properly perform the duties of their position. Said equipment shall be supplied at the expense of the County and shall be properly maintained and serviced by the County so as to remain in safe working order.
 - a. The County Personnel Officer, the Sheriff and CSEA agree to discuss in labor management suggestions for modifications of, and possible suspension of mandatory para-military type uniforms for Dispatch and Civilian staff.
4. The County will reimburse uniformed Dispatch employees for personally owned equipment required by the Sheriff as part of the uniform and not provided for by the County which is damaged or destroyed in the line of duty other than normal wear and tear. Claims for such reimbursement shall be filed in writing to the Dispatcher's shift supervisor at the end of the Dispatcher's shift. Reimbursement shall be made by the County within thirty (30) days of the incident resulting in damage or destruction of the personal property.
5. The County agrees to purchase and provide materials, films and/or slides to be used as training guides and devices for uniformed Dispatch employees covered by this agreement in order to upgrade and improve the quality of work and job performance.

Insofar as the money for the purchase of such items is included in the Annual County budget, the Sheriff shall recommend and authorize such purchases.

Section D: First-Aid Kits

A First Aid kit that meets OSHA standards for both content of the kit and employee distance of travel shall be provided in each County facility.

The County agrees to provide a First Aid kit in each County vehicle.

ARTICLE 8: Job-Oriented Training

In order to be eligible for the benefits outlined in this Article, an employee must have passed the probationary period for the position in which they are serving at time of taking the course.

Section A

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

1. This reimbursement shall be limited to eight (8) credit hours per calendar year.
2. Upon request for tuition reimbursement/course approval, the employee shall enter into a contract with Tioga County which requires continued employment with Tioga County for at least one year following receipt of the reimbursement. The contract shall provide that in the event the employee separates employment for any reason with Tioga County within one year of receipt of the reimbursement, then Tioga County is entitled to be reimbursed for the entire amount of the tuition paid on behalf of the employee during the previous year, and that sum shall be deducted from the employee's last paycheck. No refund is due to the County if an employee is laid off within one year of receiving tuition reimbursement.

ARTICLE 9 : Grievances

Section A: Definitions

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

1. **"Grievance"** is defined as an employee's dissatisfaction with the application or implementation of the provisions of this Agreement or of any applicable law, rule, regulation or policy of the County, governing the terms and conditions of employment.

2. **"Department"** shall mean any office, department, board, commission or other agency of the County of Tioga.
3. **"Department Head"** shall mean that person so designated pursuant to law, charter, rule or resolution of the County Legislature as the head of a department.
4. **"Days"** shall mean all days other than Saturdays, Sundays and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this resolution.

Section B: Declaration of Basic Principle

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

Section C: Process

Stage One

An employee who claims to have a grievance shall reduce the grievance to writing and submit it to the employee's Department Head within ten (10) working days of the incident. Failure to submit a grievance within ten days of the occurrence or within ten days of when the employee became or should have been aware of the incident shall result in a waiver of all rights involved.

The Department Head shall render his/her decision in writing to the grievant within ten (10) working days of receipt of the written grievance.

Stage Two

If the aggrieved party is not satisfied with the Department Head's written answer, the grievance shall be forwarded to the Personnel Officer within ten (10) working days of receipt of the Stage One response.

A meeting between two (2) representatives of the CSEA and two (2) representatives of the County will be arranged to meet and discuss the grievance(s), within ten (10) working days from the date the grievance is received by the County. The Personnel Officer shall issue a written answer to the grievant within ten (10) working days from the date of the meeting. Copies of the written answer are to be sent to the CSEA Unit President.

Section D: Arbitration

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

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

ARTICLE 10: Other Rights and Benefits

Section A: Past Rights/Benefits

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

Section B: Exit Interviews

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

Section C: CDL Drug and Alcohol Testing

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

Section D: Adjustment of Salary Schedules

Salary schedules shall be increased by three percent (3%) effective January 1, 2018, an additional three percent (3%) January 1, 2019 and an additional three percent (3%) January 1, 2020. Said increases are already reflected in the attached schedules.

Section E: Indemnity of Dispatchers

The County shall save harmless and indemnify a dispatch employee from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act by such employee, providing that the employee, at the time damages were sustained, was acting in the discharge of his/her duties, and within the general scope of his/her employment and

that such damages did not result from willful and/or wrongful acts or gross negligence of such employee. Such employee must, however, within five (5) calendar days from the date s/he is served with any summons, process, notice, demand or pleading, deliver such documents or certified copies, thereof, to the Sheriff. It is understood that upon receipt of such documents by the Sheriff, all matters pertaining to the representation of such employee shall be assumed by the County Attorney or his authorized representative.

Section F: Psychological Counseling (Dispatch)

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

Section G: Discipline (Dispatch)

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

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

Section H: Posting and Shift Bidding/Dispatch Personnel

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

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

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

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

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

EXAMPLE:

Bid Period:

January – March 2018

Original date of posting:

December 19, 2017

Deadline to file:

December 23, 2017

Date announcing shift assignments:

December 26, 2017

Effective date of new shift assignments:

January 1, 2018

Section I: Posting and Bidding of Non-Competitive Vacancies

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

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

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

ARTICLE 11: Lay-off and Recall Rights

Section A: Lay-off of employees in Competitive Class positions

Shall be in accordance with Civil Service Law and Rules. The CSEA president or designee will be provided notice of the proposed lay-off(s) as soon as possible.

Section B: Lay-off of employees in Non-Competitive Class positions represented by CSEA

Shall be in accordance with the following:

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

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

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

Once determined, the employee targeted for lay-off will have the option to bump the least senior incumbent of the next lower level position in a direct line of promotion, provided that the targeted employee has greater retention rights.

Bumping can only involve occupied positions, not vacancies. If more than one position in the same title is abolished, the employee with the greatest seniority shall be afforded the opportunity to bump first, and so on. The employee who bumps to a lower level position shall have his/her salary reduced in the same manner as if a demotion. If an employee refuses to bump, the employee is laid-off and his/her name is placed on a Recall List.

Only if no lower occupied position in the direct line of promotion exists, the employee in the targeted position shall have the option to retreat. Retreat involves return to an occupied

position in the same department with the title s/he last served in on a permanent full-time basis, if the incumbent is less senior.

The retreat position must be in the Non-Competitive Class and in a lower salary grade. Service in the previously held title may have been in the same or another department. An employee who is unable to bump due to seniority is not eligible to retreat. The employee who retreats to a lower level position shall have his/her salary reduced in the same manner as if a demotion. If an employee refuses to retreat, the employee is laid-off and his/her name is placed on a Recall List.

The duration of a Recall List shall be four years.

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

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

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

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

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

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

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

ARTICLE 12: Duration

This Agreement shall be effective for a period of three (3) years, commencing January 1, 2018 and ending December 31, 2020.

ARTICLE 13: Legislative Approval

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

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

COUNTY OF TIOGA:

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

BY: _____
MARTHA C. SAUERBREY
Chair, Tioga County Legislature

BY: _____
LISA BAKER
President, Tioga County Unit 8850
CSEA, Inc., Local 1000, AFSCME, AFL-CIO

BY: _____
GARY W. HOWARD,
Tioga County Sheriff

Attest:

BY: _____
BETHANY O'ROURKE,
Personnel Officer

BY: _____
Terri Hoffmann,
CSEA Labor Relations Specialist

Dated: March _____, 2018

ATTACHMENT A

TIOGA COUNTY SALARY SCHEDULE

Effective January 1, 2018
ANNUAL STARTING SALARIES

	<u>MINIMUM</u>	<u>MAXIMUM</u>
<u>1. SALARY GRADE I</u>	\$22,785	\$23,485
<u>2. SALARY GRADE II</u> Clerk	\$24,142	\$24,842
<u>3. SALARY GRADE III</u> Mail Clerk Office Specialist I	\$25,242	\$25,942
<u>4. SALARY GRADE IV</u> Accounting Associate I Community Services Worker Data Entry Machine Operator Motor Vehicle Examiner Office Specialist II	\$26,724	\$27,424
<u>5. SALARY GRADE V</u> Accounting Associate II Administrative Secretary Civil Law Clerk Dental Assistant Employment Counselor,D.S.S. Environmental Health Aide Personnel Clerk Planning Aide Real Property Tax Service Assistant Recording Clerk Research Aide Senior Data Entry Machine Operator Senior Motor Vehicle License Clerk	\$28,201	\$28,901
<u>6. SALARY GRADE VI</u> Employment & Training Assistant Payroll Clerk Principal Motor Vehicle License Clerk Records Management Clerk Social Welfare Examiner Welfare Management System Assistant	\$30,433	\$31,133
<u>7. SALARY GRADE VII</u> Accounting Associate III Engineering Technician Executive Secretary Licensed Practical Nurse E & T Program Coordinator	\$34,519	\$35,219

	<u>MINIMUM</u>	<u>MAXIMUM</u>
<u>7. SALARY GRADE VII</u>	\$34,519	\$35,219
Managed Care Coordinator		
Motor Vehicle Bureau Supervisor		
Office Specialist III		
Payroll Clerk/Typist		
Personnel Technician		
Probation Assistant		
Probation Officer Trainee		
Public Health Technician		
Public Safety Dispatcher Trainee		
Real Property Tax Service Technician		
Resource Assistant		
Senior Payroll Clerk		
Social Services Employment Specialist		
Social Services Investigator		
Support Investigator		
Tax Roll Supervisor		
Veteran's Service Officer		
<u>8. SALARY GRADE VIII</u>	\$36,533	\$37,233
Billing Specialist		
Dental Hygienist		
Medical Records Technician		
<u>9. SALARY GRADE IX</u>	\$38,550	\$39,250
Employment & Training Counselor		
Public Health Sanitarian		
Senior Social Welfare Examiner		
<u>10. SALARY GRADE X</u>	\$40,296	\$40,996
Computer Maintenance Technician		
Dental Health Coordinator		
Early Intervention Service Coordinator		
Early Intervention Service Coordinator/RN		
Payroll Supervisor		
Principal Social Welfare Examiner		
Public Safety Dispatcher		
Senior Public Health Sanitarian		
Social Work Assistant I		
Social Services Employment Supervisor		
<u>11. SALARY GRADE XI</u>	\$42,014	\$42,714
Accounting Supervisor Grade B		
Caseworker		
Certified Alcohol & Drug Counselor		
Network Specialist		
Nurse Educator		
Public Health Educator		
Probation Officer		
Senior Employment & Training Counselor		
Social Work Assistant II		
Welfare Management Systems Coordinator		

	<u>MINIMUM</u>	<u>MAXIMUM</u>
<u>12. SALARY GRADE XII</u>	\$43,716	\$44,416
Chief Public Safety Dispatcher		
Clinical Services Coordinator		
Senior Alcohol & Drug Counselor		
Senior Caseworker		
Senior Probation Officer		
Supervising Public Health Sanitarian		
<u>13. SALARY GRADE XIII</u>	\$45,928	\$46,628
Assistant Engineer		
Computer Programmer		
Senior Certified Alcohol & Drug Counselor		
Senior Computer Maintenance Technician		
<u>14. SALARY GRADE XIV</u>	\$48,618	\$49,318
Case Supervisor, Grade B		
Caseworker/RN		
Coordinator of Child Support Enforcement		
Employment Center Supervisor		
Registered Professional Nurse		
<u>15. SALARY GRADE XV</u>	\$52,707	\$53,407
Community Health Nurse		
Community Health Program Supervisor		
Employment Center Manager		
GIS Administrator		
Probation Supervisor		
Public Health Nurse		
Senior Caseworker/RN		
Supervising Certified Alcohol & Drug Counselor		
<u>16. SALARY GRADE XVI</u>	\$54,913	\$55,613
Clinical Social Worker		
<u>17. SALARY GRADE XVII</u>	\$57,412	\$58,112
Nurse Practitioner		
Senior Clinical Social Worker		
Senior Community Mental Health Nurse		
Supervising CHN		
Supervising PHN		
<u>18. SALARY GRADE XVIII</u>	\$59,766	\$60,466
Supervising Clinical Social Worker		
<u>19. SALARY GRADE XIX</u>	\$70,618	\$71,318
<u>20. SALARY GRADE XX</u>	\$80,325	\$81,025

JANUARY 1, 2018 STARTING WAGES & JOB DESCRIPTIONS
DEPARTMENT OF PUBLIC WORKS

<u>GRADE</u>	<u>JOB DESCRIPTION</u>	<u>STARTING WAGE</u>	
1	Mechanic Working Supervisor Working Supervisor (B&G) Working Supervisor (PW)	\$21.756	per hour
1A.	HEO Site Leader Technical Facility Supervisor	\$19.852	per hour
2	Automotive Stock Clerk Master Craftsman	\$19.156	per hour
3	Heavy Equipment Operator III Maintenance Mechanic III	\$17.945	per hour
4	Heavy Equipment Operator II Automotive Mechanic II Maintenance Mechanic II	\$17.271	per hour
5	Heavy Equipment Operator I Automotive Mechanic I Maintenance Mechanic I Sign Maintenance Worker	\$16.571	per hour
6	Motor Equipment Operator III	\$15.895	per hour
7	Motor Equipment Operator II	\$15.196	per hour
8	Motor Equipment Operator I	\$14.521	per hour
9	Laborer Cleaner I	\$13.145	per hour

TIOGA COUNTY SALARY SCHEDULE

**Effective January 1, 2019
ANNUAL STARTING SALARIES**

	<u>MINIMUM</u>	<u>MAXIMUM</u>
<u>1. SALARY GRADE I</u>	\$23,469	\$24,169
<u>2. SALARY GRADE II</u> Clerk	\$24,866	\$25,566
<u>3. SALARY GRADE III</u> Mail Clerk Office Specialist I	\$25,999	\$26,699
<u>4. SALARY GRADE IV</u> Accounting Associate I Community Services Worker Data Entry Machine Operator Motor Vehicle Examiner Office Specialist II	\$27,526	\$28,226
<u>5. SALARY GRADE V</u> Accounting Associate II Administrative Secretary Civil Law Clerk Dental Assistant Employment Counselor,D.S.S. Environmental Health Aide Personnel Clerk Planning Aide Real Property Tax Service Assistant Recording Clerk Research Aide Senior Data Entry Machine Operator Senior Motor Vehicle License Clerk	\$29,047	\$29,747
<u>6. SALARY GRADE VI</u> Employment & Training Assistant Payroll Clerk Principal Motor Vehicle License Clerk Records Management Clerk Social Welfare Examiner Welfare Management System Assistant	\$31,346	\$32,046
<u>7. SALARY GRADE VII</u> Accounting Associate III Engineering Technician Executive Secretary Licensed Practical Nurse E & T Program Coordinator Managed Care Coordinator Motor Vehicle Bureau Supervisor Office Specialist III Personnel Technician	\$35,555	\$36,255

	<u>MINIMUM</u>	<u>MAXIMUM</u>
<u>7. SALARY GRADE VII</u>	\$35,555	\$36,255
Probation Assistant		
Probation Officer Trainee		
Public Health Technician		
Public Safety Dispatcher Trainee		
Real Property Tax Service Technician		
Resource Assistant		
Senior Payroll Clerk		
Social Services Employment Specialist		
Social Services Investigator		
Support Investigator		
Tax Roll Supervisor		
Veteran's Service Officer		
<u>8. SALARY GRADE VIII</u>	\$37,629	\$38,329
Billing Specialist		
Dental Hygienist		
Medical Records Technician		
<u>9. SALARY GRADE IX</u>	\$39,707	\$40,407
Employment & Training Counselor		
Public Health Sanitarian		
Senior Social Welfare Examiner		
<u>10. SALARY GRADE X</u>	\$41,505	\$42,205
Computer Maintenance Technician		
Dental Health Coordinator		
Early Intervention Service Coordinator		
Early Intervention Service Coordinator/RN		
Payroll Supervisor		
Principal Social Welfare Examiner		
Public Safety Dispatcher		
Senior Public Health Sanitarian		
Social Work Assistant I		
Social Services Employment Supervisor		
<u>11. SALARY GRADE XI</u>	\$43,274	\$43,974
Accounting Supervisor Grade B		
Caseworker		
Certified Alcohol & Drug Counselor		
Network Specialist		
Nurse Educator		
Public Health Educator		
Probation Officer		
Senior Employment & Training Counselor		
Social Work Assistant II		
Welfare Management Systems Coordinator		
<u>12. SALARY GRADE XII</u>	\$45,027	\$45,727
Chief Public Safety Dispatcher		
Clinical Services Coordinator		
Senior Alcohol & Drug Counselor		
Senior Caseworker		
Senior Probation Officer		
Supervising Public Health Sanitarian		

	<u>MINIMUM</u>	<u>MAXIMUM</u>
<u>13. SALARY GRADE XIII</u>	\$47,306	\$48,006
Assistant Engineer		
Computer Programmer		
Senior Certified Alcohol & Drug Counselor		
Senior Computer Maintenance Technician		
<u>14. SALARY GRADE XIV</u>	\$50,077	\$50,777
Case Supervisor, Grade B		
Caseworker/RN		
Coordinator of Child Support Enforcement		
Employment Center Supervisor		
Registered Professional Nurse		
<u>15. SALARY GRADE XV</u>	\$54,288	\$54,988
Community Health Nurse		
Community Health Program Supervisor		
Employment Center Manager		
GIS Administrator		
Probation Supervisor		
Public Health Nurse		
Senior Caseworker/RN		
Supervising Certified Alcohol & Drug Counselor		
<u>16. SALARY GRADE XVI</u>	\$56,560	\$57,260
Clinical Social Worker		
<u>17. SALARY GRADE XVII</u>	\$59,134	\$59,834
Nurse Practitioner		
Senior Clinical Social Worker		
Senior Community Mental Health Nurse		
Supervising CHN		
Supervising PHN		
<u>18. SALARY GRADE XVIII</u>	\$61,559	\$62,259
Supervising Clinical Social Worker		
<u>19. SALARY GRADE XIX</u>	\$72,737	\$73,437
<u>20. SALARY GRADE XX</u>	\$82,735	\$83,435

January 1, 2019 STARTING WAGES & JOB DESCRIPTIONS
DEPARTMENT OF PUBLIC WORKS

<u>GRADE</u>	<u>JOB DESCRIPTION</u>	<u>STARTING WAGE</u>	
1	HEO Site Leader Mechanic Working Supervisor Working Supervisor (B&G) Working Supervisor (PW)	\$22.409	per hour
1A.	Technical Facility Supervisor	\$20.448	per hour
2	Automotive Stock Clerk Master Craftsman	\$19.731	per hour
3	Heavy Equipment Operator III Maintenance Mechanic III	\$18.483	per hour
4	Heavy Equipment Operator II Automotive Mechanic II Maintenance Mechanic II	\$17.789	per hour
5	Heavy Equipment Operator I Automotive Mechanic I Maintenance Mechanic I Sign Maintenance Worker	\$17.068	per hour
6	Motor Equipment Operator III	\$16.372	per hour
7	Motor Equipment Operator II	\$15.652	per hour
8	Motor Equipment Operator I	\$14.957	per hour
9	Laborer Cleaner I	\$13.539	per hour

TIOGA COUNTY SALARY SCHEDULE

Effective January 1, 2020
ANNUAL STARTING SALARIES

	<u>MINIMUM</u>	<u>MAXIMUM</u>
<u>1. SALARY GRADE I</u>	\$24,173	\$24,873
<u>2. SALARY GRADE II</u> Clerk	\$25,612	\$26,312
<u>3. SALARY GRADE III</u> Mail Clerk Office Specialist I	\$26,779	\$27,479
<u>4. SALARY GRADE IV</u> Accounting Associate I Community Services Worker Data Entry Machine Operator Motor Vehicle Examiner Office Specialist II	\$28,352	\$29,052
<u>5. SALARY GRADE V</u> Accounting Associate II Administrative Secretary Civil Law Clerk Dental Assistant Employment Counselor,D.S.S. Environmental Health Aide Personnel Clerk Planning Aide Real Property Tax Service Assistant Recording Clerk Research Aide Senior Data Entry Machine Operator Senior Motor Vehicle License Clerk	\$29,918	\$30,618
<u>6. SALARY GRADE VI</u> Employment & Training Assistant Payroll Clerk Principal Motor Vehicle License Clerk Records Management Clerk	\$32,286	\$32,986

	<u>MINIMUM</u>	<u>MAXIMUM</u>
<u>6. SALARY GRADE VI</u>	\$32,286	\$32,986
Social Welfare Examiner		
<u>7. SALARY GRADE VII</u>	\$36,622	\$37,322
Accounting Associate III		
Engineering Technician		
Executive Secretary		
Licensed Practical Nurse		
E & T Program Coordinator		
Managed Care Coordinator		
Motor Vehicle Bureau Supervisor		
Office Specialist III		
Payroll Clerk/Typist		
Personnel Technician		
Probation Assistant		
Probation Officer Trainee		
Public Health Technician		
Public Safety Dispatcher Trainee		
Real Property Tax Service Technician		
Resource Assistant		
Senior Payroll Clerk		
Social Services Employment Specialist		
Social Services Investigator		
Support Investigator		
Tax Roll Supervisor		
Veteran's Service Officer		
<u>8. SALARY GRADE VIII</u>	\$38,758	\$39,458
Billing Specialist		
Dental Hygienist		
Medical Records Technician		
<u>9. SALARY GRADE IX</u>	\$40,898	\$41,598
Employment & Training Counselor		
Public Health Sanitarian		
Senior Social Welfare Examiner		
<u>10. SALARY GRADE X</u>	\$42,750	\$43,450
Computer Maintenance Technician		
Dental Health Coordinator		
Early Intervention Service Coordinator		
Early Intervention Service Coordinator/RN		
Payroll Supervisor		
Principal Social Welfare Examiner		
Public Safety Dispatcher		
Senior Public Health Sanitarian		
Social Work Assistant I		
Social Services Employment Supervisor		
<u>11. SALARY GRADE XI</u>	\$44,572	\$45,272
Accounting Supervisor Grade B		
Caseworker		
Certified Alcohol & Drug Counselor		
Network Specialist		
Nurse Educator		

	<u>MINIMUM</u>	<u>MAXIMUM</u>
<u>11. SALARY GRADE XI</u>	\$44,572	\$45,272
Public Health Educator		
Probation Officer		
Senior Employment & Training Counselor		
Social Work Assistant II		
Welfare Management Systems Coordinator		
<u>12. SALARY GRADE XII</u>	\$46,378	\$47,078
Chief Public Safety Dispatcher		
Clinical Services Coordinator		
Senior Alcohol & Drug Counselor		
Senior Caseworker		
Senior Probation Officer		
Supervising Public Health Sanitarian		
<u>13. SALARY GRADE XIII</u>	\$48,725	\$49,425
Assistant Engineer		
Computer Programmer		
Senior Certified Alcohol & Drug Counselor		
Senior Computer Maintenance Technician		
<u>14. SALARY GRADE XIV</u>	\$51,579	\$52,279
Case Supervisor, Grade B		
Caseworker/RN		
Coordinator of Child Support Enforcement		
Employment Center Supervisor		
Registered Professional Nurse		
<u>15. SALARY GRADE XV</u>	\$55,917	\$56,617
Community Health Nurse		
Community Health Program Supervisor		
Employment Center Manager		
GIS Administrator		
Probation Supervisor		
Public Health Nurse		
Senior Caseworker/RN		
Supervising Certified Alcohol & Drug Counselor		
<u>16. SALARY GRADE XVI</u>	\$58,257	\$58,957
Clinical Social Worker		
<u>17. SALARY GRADE XVII</u>	\$60,908	\$61,608
Nurse Practitioner		
Senior Clinical Social Worker		
Senior Community Mental Health Nurse		
Supervising CHN		
Supervising PHN		
<u>18. SALARY GRADE XVIII</u>	\$63,406	\$64,106
Supervising Clinical Social Worker		
<u>19. SALARY GRADE XIX</u>	\$74,919	\$75,619
<u>20. SALARY GRADE XX</u>	\$85,217	\$85,917

January 1, 2020 STARTING WAGES & JOB DESCRIPTIONS
DEPARTMENT OF PUBLIC WORKS

<u>GRADE</u>		<u>STARTING WAGE</u>	
1	<u>JOB DESCRIPTION</u>	\$23.081	per hour
	Mechanic Working Supervisor		
	Working Supervisor (B&G)		
1A.	Working Supervisor (PW)	\$21.061	per hour
	HEO Site Leader		
2	Technical Facility Supervisor	\$20.323	per hour
	Automotive Stock Clerk		
3	Master Craftsman	\$19.038	per hour
	Heavy Equipment Operator III		
4	Maintenance Mechanic III	\$18.323	per hour
	Heavy Equipment Operator II		
	Automotive Mechanic II		
5	Maintenance Mechanic II	\$17.580	per hour
	Heavy Equipment Operator I		
	Automotive Mechanic I		
	Maintenance Mechanic I		
6	Sign Maintenance Worker	\$16.863	per hour
7	Motor Equipment Operator III	\$16.122	per hour
8	Motor Equipment Operator II	\$15.406	per hour
9	Motor Equipment Operator I	\$13.945	per hour
	Laborer		
	Cleaner I		

ATTACHMENT B

TIOGA COUNTY TRAVEL TIME SCHEDULE

Travel time to "required" (as defined in Article 4, Section G) out of County trainings/meetings/conferences shall be credited in the form of Comp time according to the following schedule, regardless of the actual amount of time taken by the employee to reach the exact destination: **In the event of extenuating circumstances that may occur beyond the control of the employee, additional time can be approved by the Department Head.**

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

Niagara	3.4
Oneida	1.8
Onondaga	1.6
Ontario	1.9
Orange	2.6
Orleans	3.0
Oswego	2.2
Otsego	2.2
Putnam	3.3
Rensselaer	2.8
Rockland	3.1
St. Lawrence	3.8
Saratoga	3.0
Schnectady	2.5
Schoharie	2.1
Schuyler	.8
Seneca	1.7
Steuben	1.3
Suffolk	4.6
Sullivan	1.9
Tompkins	.5
Ulster	2.5
Warren	3.5
Washington	3.3
Wayne	1.8
Westchester	3.5
Wyoming	2.5
Yates	1.4

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

ATTACHMENT C

Miscellaneous Items for Labor Management Committee

One Person Plowing (OPP): Review current plowing procedures for safety and training updates. Discuss incentive pay for OPP driver call-outs (DOT Program). May 15, 2017: Issue referred to special Labor-Management Committee with CSEA and County to exchange ideas and discuss training program potentials.

Sanitary Rest Area Requirements: Require the County to place porta-john on-site when working in a specific location away from the main garage and no sanitary facilities are in close proximity of the work site.

May 15, 2017: Matters related to this topic have been resolved. County initiated the rental of a portable unit to be placed at project worksites.

[OSHA Regulation: 1926.51 © (4) – sanitation toilets]

Drinking Water Availability for Public Works Employees Working Off-Site:

Require the County to make drinking water available to employees working away from County facilities.

May 15, 2017: Discussion resulted in an update on water sanitation testing. Commitment from County to purchase two (2) additional large five (5) gallon coolers for trucks to take out. CSEA looking into arranging for a private donation or using CSEA Quality of Work Life (QUEP) grant moneys to purchase and ice machine unit for employee use at Highway.

