# **AGREEMENT**

by and between the

**GREENE COUNTY** 

and the

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

Local 1000, AFSCME, AFL-CIO



Greene County Unit #7000 Greene County Local 820

January 1, 2020 - December 31, 2023

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This Agreement between the County of Greene, New York, a municipal corporation existing under the laws of the State of New York, party of the first part, hereinafter called the "Employer", and the Greene County Local 820, Civil Service Employees Association, Inc., a membership corporation, party of the second part, hereinafter called the "CSEA", shall be effective January 1, 2020, unless otherwise specified herein.

# ARTICLE 1

# RECOGNITION AND CHECKOFF

1.1 Recognition: The Employer recognizes the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO for the Greene County General Unit 7000 of the Greene County Local #820 (hereinafter known as the "CSEA") as the sole and exclusive bargaining agent and representative for those Greene County employees identified in Appendix A of this Agreement for the purpose of collective negotiations of all terms and conditions of employment and the administration of grievances. Represented employees include part-time employees as defined in Article 5.2 of this Agreement. The bargaining unit shall not include those employees presently represented by the Greene County Public Employees Local #968 of the American Federation of State, County and Municipal Employees, Council 66, those employees presently represented by the UPSEU and, employees presently represented by Teamsters Local #294, and those employees presently represented by the Greene County Deputies Association, the Greene County Correction Officers Unit, and the CSEA Local #820, Unit 7002 (Probation and Dispatch Units).

#### 1.2 Check-Off

- 1.2.1 A. <u>Dues Deductions</u>: The Employer agrees that it shall deduct from the wages of the members of CSEA and remit to CSEA the regular membership dues and other authorized deductions for those members of CSEA who sign authorizations permitting such payroll deductions. Such deductions shall be made in accordance with the authorization signed by the member and shall be revocable only in accordance with the instructions contained in the written authorization. The Employer shall transmit the amount so deducted, along with a listing of such employees to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, NY 12210. In addition, the employer shall provide payroll deduction for the PEOPLE program and CSEA sponsored insurance programs, and remit said deductions to designated vendors. Deductions for membership dues, and if applicable, other authorized deductions shall be made uniformly and consistently on each pay period and transmitted to CSEA.
- B. <u>Credit Unions:</u> A credit union, through payroll deduction, shall be made available to all County employees.
- 1.2.2 Indemnification Clause: The Civil Service Employees Association, Inc. will indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, action taken or not taken by the Employer in reliance upon dues deduction authorization cards furnished by an employee and/or the Association.

#### 1.3 Association Access

- 1.3.1 The officers and agents of Greene County Unit 7000 of the Greene County Local #820 shall have the right to visit the Employer's facilities for the purpose of adjusting grievances and administering the terms of this Agreement.
- 1.3.2 CSEA representatives shall, on an exclusive basis, have access to employees during working hours to explain CSEA membership, services and programs under mutually developed arrangements with department or agency heads. Any such visits to employees during working hours shall not interfere with work duties or work performance, and such consultations shall be no more than fifteen (15) minutes per employee, per month and shall not exceed an average of ten percent (10%) per month of the employees in the operating unit where access is sought.

# ARTICLE 2

#### RECIPROCAL RIGHTS

#### 2.1 Association Business

2.1.1 Only the President of the Greene County Unit 7000 of the Greene County Local #820, or one (1) employee designated to act in the President's absence, shall be allowed release time, without loss of pay or leave credits, for the following activities:

to attend grievance arbitration hearings;

to attend PERB conferences and hearings;

to attend labor-management meetings.

2.1.2 No more than three (3) employees shall be designated for the purpose of acting in the President's absence as set forth in Article 2.1.1. The President of Unit 7000 shall notify the County Administrator of which employees have been so designated.

#### 2.2 Release Time for Negotiations

- 2.2.1 Designated members of CSEA shall be allowed release time, without loss of pay or leave credits, to participate in contract negotiations.
- 2.2.2 At any time, no more than four (4) employees shall receive release time for the purpose of negotiations. Release time shall be denied if, in the opinion of the County Administrator, such release time will have a negative impact upon the operations of said Department. Release time shall not be unreasonably denied.

#### 2.3 Requests for Release Time

2.3.1 Requests for the use of release time shall be made to the appropriate department head, or the department head's designee, on the standard request for leave form provided by the Employer.

2.3.2 All such requests shall be made at least forty-eight (48) hours in advance. Such requests will not be unreasonably denied. An employee requesting such leave shall not be allowed to leave the worksite until such leave has been approved.

# 2.4 Release Time for Association Conferences

2.4.1 The President of the Greene County Unit 7000 of the Greene County Local #820, and/or the President's designee, shall be allowed release time without loss of pay or leave credits, to attend conferences and conventions of affiliated associations and organizations up to a maximum of 15 working days in any one calendar year.

Other County employees duly elected as officers or delegates of CSEA shall be allowed release time without loss of pay or leave credits, to attend scheduled conferences and conventions of affiliated associations and organizations, not to exceed a total of fifteen (15) working days in any one calendar year.

Any County employee elected to the CSEA, Inc. Board of Directors shall be allowed release time without loss of pay or leave credits, up to a maximum of six (6) days in any one calendar year.

- 2.4.2 The President of Unit 7000 shall document the nature of the conference and notify the County Administrator of which employees have been designated to represent the bargaining unit. The President of Unit 7000, and/or the President's designee, shall give the appropriate department head a forty-eight hour notice prior to any such leave.
- 2.5 Bulletin Board: The CSEA shall have exclusive use of bulletin board space maintained on the premises and facilities of the Employer.
- 2.6 Meeting Room: A meeting room will be available to CSEA members when requested, with reasonable advance notice.

# ARTICLE 3

#### MANAGEMENT RIGHTS

8.1 Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Employer are retained by it including, but not limited to, the right to determine the mission, purposes, objectives and policies of the Employer; to determine the facilities, methods, means and number of personnel required for the conduct of County programs, to administer the Civil Service System, including examination selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law, to direct, deploy and utilize the work force, to establish specifications for each class of positions and to classify or reclassify and to allocate and reallocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of the Agreement.

# **ARTICLE 4**

### NO STRIKES

- 4.1 Greene County Unit 7000 of the Greene County Local #820 of the Civil Service Employees Association, Inc. shall not engage in a strike, nor cause, instigate, encourage or condone a strike.
- 4.2 Greene County Unit 7000 of the Greene County Local #820 of the Civil Service Employees Association, Inc. agrees to exert its best efforts to prevent and terminate any strike which might occur.
- 4.8 Nothing contained in this Agreement shall be construed to limit the rights, remedies, or duties of the Employer or the rights, remedies or duties of Greene County Unit 7000 of the Greene County Local #820 of the Civil Service Employees Association, Inc., under State Law.

# ARTICLE 5

#### **DEFINITION OF EMPLOYEES**

- 5.1 Full-time Employees: For the purpose of this contract a full-time employee shall be defined as an employee employed by the Employer, who works a full work week.
- Part-time Employees: A part-time employee is one who is employed for a 12 month period who works three (3) days or more but less than a full work week. (Upon completion of each 3 month period, the number of hours worked in said completed 3 month period shall determine the definition of a part-time employee). Part-time employees will no longer be paid by voucher and will, effective immediately (September 1999), be carried on the County payroll. The "new hire" salary will be the base rate for the position.
- 5.3 Casual Employees: A casual employee is one who is employed for a particular program or project for a period not exceeding four (4) months or hired on a per diem basis for relief purposes.
- 5.4 Employees in Articles 5.1 and 5.2 shall be represented by CSEA. Employees in Article 5.8 shall not be considered part of the unit.

# ARTICLE 6

#### WORK WEEK

- 6.1 The normal work week for all Jail and Civil employees of the Sheriff's Office shall be forty (40) hours per week.
- 6.2 The normal work week for all clerical employees in the Fire/Emergency Control Center shall be thirty five (35) hours per week.

- 6.3 The normal work week for Highway Department employees (except office/clerical) shall be forty (40) hours per week.
- 6.4 For all other employees, except those employees identified in Sections 6.1, 6.2 and 6.3, the normal work week shall be thirty-five (35) hours per week. Straight time will be paid between 35 and 37.5 hours. Employees will be compensated at the rate of time and one-half for all hours worked in excess of 37.5 hours per week.
- 6.5 In those areas where the employer deems it necessary to provide personnel on a 24 hour basis, the normal work week shall consist of five (5) consecutive working days. Nothing herein contained shall be construed as prohibiting the exchanging of such days, upon approval of the immediate supervisor, so as to permit an employee a weekend.
- 6.6 The normal work week shall be defined as Monday through Friday five (5) consecutive work days with Saturdays and Sundays as days off, with the exception of employees working in areas defined in Articles 6.1 and 6.2.
- 6.7 The employer shall make every attempt to grant at least every other weekend off for employees of departments on a seven (7) day, 24 hour operation.

# 6.8 Hours of Work

- 6.8.1 County offices may be open from 8:30 a.m. until 5:00 p.m.
- 6.8.2 The normal work day will consist of seven (7) work hours with a one (1) hour lunch period. Starting and ending time, as well as a lunch period different from one (1) hour will be established by mutual agreement between the employee and the Department Head. Where no agreement can be reached, the work day for the employee shall be 9:00 a.m. to 5:00 p.m. with a one hour lunch period,
- 6.8.3 Use of County Vehicle. If an employee is directed to use a County Vehicle to commence their workday, said workday will begin with acceptance of the vehicle and shall end when it is returned to the work location. The travel time equivalent from home to work site is not compensable.

# ARTICLE 7

#### COMPENSATION

# 7.1 Salary

- 7.1.1 The salary of each employee covered by this Agreement shall be increased for 2020, 2021, 2022 and 2023, that being January 1, 2020 December 31, 2023 as follows.
- 7.1.2 Effective and retro to January 1, 2020, all employees advance one Grade (there is a creation of a Grade 18) and stay in their Step in place. There will be no other monetary adjustments in 2020.
- 7.1.3 A Effective January 1, 2021, there will be a 2.25% wage adjustment.

- 7.1.3 B Effective January 1, 2022, there will be a 2.25% wage adjustment.
- 7.1.3C Effective January 1, 2023, there will be a 2.25% wage adjustment.
- 7.1.4 All increases reflected above will be shown in Appendix B (By Year).
- 7.1.5 In the instances where positions have been substantially upgraded due to accretion of duties and/or additional responsibilities, Management retains the right to reduce the grade of such positions in the event of vacancy through promotion, separation, or any other reason, to its original entry level grade or any level in between, at the discretion of the Employer.
- 7.1.6 When an employee is promoted he shall receive an increase which represents a one step increase in the new grade or the minimum of the new grade, whichever is greater. No one shall exceed the top of the range for the new grade.
- 7.1.7 Longevity Stipend. Effective January 1, 2020, the annual longevity increment will be \$750,00 and paid to those employees who have completed ten (10) years of continuous County service on or before December 1\*.

Effective January 1, 2020, those employees who have completed twenty (20) years of continuous County service shall receive an annual longevity stipend of \$1,250.00. Employees who retire from County service prior to December 31 shall receive the longevity on a prorated basis.

#### 7.2 Overtime

- 7.2.1 The employer shall pay time and one-half (1 1/2) in time (see Section 7.3 below) or monetary compensation to all full-time employees for all hours worked in accordance with Section 6.4 of this Agreement.
- 7.2.2 The Employer shall pay time and one-half (1 1/2) to all employees for work performed on a Saturday and Sunday. This would include only those employees whose normal work week begins on Monday and ends on Friday.
- 7.2.3 The Employer shall pay time and one-half (1 1/2) to all employees whose normal work week does not begin on Monday and end on Friday, who work in excess of the hours/week as detailed in Section 6.4 of this Agreement
- 7.2.4 Holidays, sick leave, vacation and personal leave taken during the work week are to be considered as hours worked when determining overtime.
- 7.2.5 An employee called for duty in addition to the employee's regular working hours shall receive pay for not less than four (4) hours. As set forth in Articles 7.2.1, 7.2.2 and 7.2.3, such employee shall receive the overtime rate if the time actually worked is in excess of the employee's normal work week. If the employee does not work the full four (4) hours, the employee shall receive the straight-time rate for the remaining portion of the four (4) hours.

# 7.3 Compensatory Time:

- A. The Employer agrees to permit employees to accumulate up to two hundred forty (240) hours of compensatory time, which time shall be "cashed out" during the month of December according to a procedure adopted by the County. An employee will elect by December of each year whether overtime worked for the next calendar year will be paid as overtime when earned or whether it will be accumulated as compensatory time. Utilization of compensatory time as time off may be used with the permission of the Department Head or his/her designee.
- B. Under no circumstance can compensatory time be carried over into the following calendar year.
- 7.4 Equalization of Overtime: Available overtime shall be distributed equitably among qualified employees who normally do such work under the supervisor responsible for assigning the overtime involved unless none of such employees are available. Such distributions shall be made on a rotational basis. Deviations from rotation shall only be made in the case of sudden emergency, in which case the employee receiving the overtime shall go to the end of the rotation list; provided, however, that the authority granted by this section shall not be abused to avoid equitable rotation. The initial rotation list shall be set up on the basis of seniority. Refusal of overtime shall be treated as overtime worked for the purpose of placement on the rotation list.

In the event an available employee is skipped when available overtime is distributed among qualified employees who normally do such work under the supervisor responsible for assigning the overtime involved, the employee skipped shall be allowed to work the next available overtime equivalent to the amount of overtime the employee would have worked had the employee not been skipped.

A record of employees who have worked overtime shall be updated on a weekly basis and shall be posted at each work location as defined by mutual agreement at the agency or local level unless such posting is mutually determined to be unnecessary. The posting shall include date of overtime worked, name of employee who worked overtime, and the number of hours worked.

#### 7.5 Holiday Pay: If an employee works on:

New Year's Day

Martin Luther King Day

President's Day

Independence Day

Memorial Day

Columbus Day

Labor Day

Veterans' Day

Election Day

Christmas Day

#### Thanksgiving Day

he/she shall be compensated at the rate of one and one-half times his/her normal rate of pay, and if an employee works on any other holiday set forth in Article 10, he/she shall be compensated at his/her normal rate of pay. In addition, any employee working on any of the holidays enumerated in Article 10

shall receive another day to be added to the employee's vacation. Part-time employees earn holiday pay (prorated) based upon the number of hours regularly worked.

#### 7.6 On Call

7.6.1 Social Services Department C.P.S. workers as well as Mental Health employees, including part-time employees, who are on call shall, in addition to their regular salary, receive sixty dollars (\$60.00) per weekday (\$30.00-thirty dollars-per shift) Monday through Friday inclusive, commencing at 5:00 p.m. each weekday and ending at 9:00 a.m. the following day, and ninety dollars (\$90.00) per Saturday, Sunday and holiday (\$30.00-thirty dollars-per shift) commencing at 9:00 a.m. each Saturday, Sunday and holiday and ending at 9:00 a.m. the following day. For actual time worked while on call, an employee shall be compensated at one and one-half times his/her compensation rate. An employee who spends a holiday (as defined in Article 10.1.1) on call, whether called out or not, shall receive a compensatory day off within the same or following pay period.

All C.P.S. workers shall continue to perform non-mandatory services as the Commissioner, in her/his discretion, may from time to time direct.

Effective December 20, 2017, IT Department employees that are required to work the weekend and/or holiday shall receive on-call pay as defined above.

7.7 Cafeteria Plan: Effective October 20, 2004, the County will implement a "125" Cafeteria Plan.

#### ARTICLE 8

#### **PENSION**

The County shall provide the New York State Employees' Retirement System plan known as Section 75-I.

Qualified employees who retire on or after January 1, 2011 are eligible for 41 (j) benefits. Subdivision (j) of Section 341 of the NYS Retirement and Social Security Law allows a participating employer to elect to provide additional service credit toward retirement for its employees who are entitled to accumulate sick leave.

# ARTICLE 9

#### **HEALTH INSURANCE**

#### 9.1 Eligibility

9.1.1 The Employer shall provide hospitalization and major-medical insurance, which includes alcohol and drug rehabilitation benefits, for each full-time employee and the employee's eligible dependent(s). A part-time employee hired after January 12, 1990 shall not be eligible to participate in any health insurance plans.

9.1.2 The Employer shall provide a dental plan and a vision care plan as outlined in each health insurance plan option for each full-time employee and the employee's eligible dependent(s). A part-time employee hired after January 12, 1990 shall not be eligible to participate in the dental or vision care plans.

Effective January 1, 2001, employees will contribute as follows for participation in the County Dental Plan:

individual coverage:

\$2.00 per pay period;

two-person coverage:

\$3.00 per pay period;

family coverage:

\$4.00 per pay period; effective January 1, 2012 family coverage

will be \$5.00 per pay period.

In addition, the County will provide an Orthodontic Rider.

9.1.3 A full-time employee who returns to duty on a part-time basis following an absence will receive six (6) additional weeks of health insurance under the terms and conditions applicable to that employee. At the end of this six (6) week period, should the employee remain on a part-time basis, that employee will have COBRA rights.

#### 9.2 Insurance Plans

- 9.2.1 A. 1. An employee may elect to enroll in the Greene County Preferred Provider Organization ("PPO") plan, which features both an in-network and out-of-network level of benefits. In the alternative, an employee may elect to enroll in the Greene County Exclusive Provider Organization ("EPO") Plan which features an in-network level of benefits. The Greene County PPO is also known as the "Primary Plan."
- 2. An employee may elect to enroll in the Greene County PPO plan within six (6) months prior to the employee's retirement.
- B. Any change to prescription drugs and the doctor visit co-pay will be referenced to a Health Insurance Committee comprised of three (3) CSEA unit members and three (3) County management representatives. The Committee will review the matter and make a recommendation as to how to proceed. If the recommendation of the Committee is not accepted by the Legislature, the increase proposed by the carrier will be implemented. The implementation of the higher prescription drug co-pay will not be subject to the grievance procedure.
- C. The Employer may change carriers and/or provide alternate plans during this Agreement, provided such alternate plans are substantively equivalent to or more comprehensive than the Primary Plan provided.
- D. Effective January 1, 2018, the PPO and EPO will be a deductible plan, which includes mandatory mail order for prescription maintenance medications. Deductible plan will be as follows: \$400/\$800 yearly deductible with \$1000/\$2000 yearly out-of-pocket maximum; coinsurance in effect once deductible obtained (Plan pays 80%/Employee 20%); and continuation of Employee premium contribution.

#### 9.3 Premium Payments

9.3.1 Effective January 1, 1997, all newly hired employees shall contribute ten percent (10%) toward the premium cost of health insurance. Effective January 1, 2008, all newly hired employees shall contribute fifteen percent (15%) toward the premium cost of health insurance. Effective on or after January 1, 2012, all newly hired employees shall contribute twenty (20%) percent toward the premium cost of health insurance.

#### 9.4 Health Insurance Buy-Out [Effective January 1, 2018]

9.4.1 a) A full-time employee hired on or before December 31, 2017, who is insured under another health insurance plan may elect to refuse participation in the Employer's health insurance plan. Such employee shall receive a payment for each month the employee is eligible but does not elect coverage. The monthly payment shall equal thirty-three and one-third percent (33 1/3%) of an established monthly cap, reduced by the employee's percentage contribution as determined by their date of hire. The monthly buyout cap is as follows: \$1,000 individual, \$2,000 2-person, \$3,000 Family. Payment shall be made the first pay period of the following month.

HEALTH INSURANCE BUYOUT: Those hired on or before December 31, 2017							
Buyout Buyout at 0% Buyout at 10% Buyout at 15% Buyout at 20% cap contribution contribution contribution							
Individual	\$1,000	\$333.00	\$299.70	\$283.05	\$266.40		
2 Person	\$2,000	\$666.00	\$599.40	\$566.10	\$532.80		
Family	\$3,000	\$999.00	\$899.10	\$849.15	\$799.20		

9.4.1 b) A full-time employee hired on or after January 1, 2018, who is insured under another health insurance plan may elect to refuse participation in the Employer's health insurance plan. Such employee shall receive a payment for each month the employee is eligible but does not elect coverage. The monthly payment shall equal thirty-three and one-third percent (33 1/3%) of an establish cap, reduced by the employee's percentage contribution of 20%. The monthly buyout cap is as follows: \$500 individual, \$1,000 2-person and \$1,500 Family. Payment shall be made the first pay period of the following month.

HEALTH INSURANCE BUYOUT: Those hired on or after January 1, 2018						
Buyout cap Buyout at 20% contribution						
Individual	\$500	\$133.20				
2 Person	\$1,000	\$266.40				
Family	\$1,500	\$399.60				

- 9.4.2 To be eligible for the health insurance "buy-out", the employee must document that the employee is covered under another health insurance plan. Thereafter, such employee must provide documentation on, or immediately before, December 1st of each year.
- 9.4.3 An employee may elect to resume coverage in the Employer's health insurance plan on the first day of the following month provided the employee gives the Employer a minimum of five (5)

business days notice. Reinstatement shall be subject to any terms, conditions and/or limitations pertaining to preexisting medical conditions as set forth in the contracts issued by the carrier.

9.4.4 In the event that a husband and wife are both employees of the County and one is receiving health benefits from the County, the other spouse shall not be entitled to the buy-out option. Similarly, if a parent and child are both employees of the County and the parent is receiving health insurance benefits from the County which includes coverage of the child/employee, the child/employee shall not be entitled to the buy-out option.

# **ARTICLE 10**

#### **HOLIDAYS**

10.1

10.1.1 Eleven (11) plus two (2) floating holidays shall be granted to all full-time employees. Part-time employees' holiday benefits shall be prorated. The following holidays shall be observed:

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

10.1.2 Employees will be permitted to take a "floating holiday" providing the employee was on the payroll as of February 12th of that calendar year. The floating holiday must be taken with the permission of the Department Head or his/her designee and must be used by the end of the fiscal year.

In addition, the Friday after Thanksgiving shall be granted to all employees. In order to insure the necessary services continue to be provided, supervisors shall arrange to have some employees take an alternate day off (floating holiday).

- 10.2 When a holiday falls on Saturday, it shall be observed on the preceding Friday. When a holiday falls on Sunday, it shall be observed on the Monday following. Except for the major holidays of Christmas, Thanksgiving and New Year's, the premium rate of time and one-half (1 1/2) will be paid to all employees who work the legal holiday. The premium rate of time and one-half (1 1/2) will be paid to all employees who actually work on the traditional holidays of Christmas, Thanksgiving and New Year's. For employees working the 11:00 p.m. 7:00 a.m. shift, the holiday eve will be considered the holiday for the three major traditional holidays: Christmas, Thanksgiving, and New Year's.
- An employee required to work on any of the holidays enumerated in Article 10.1 must, in addition to any premium rate payable, take an alternate day within the pay period the holiday was earned. Should employee be unable to take the holiday within said pay period, another day shall be transferred or added to vacation.

# **ARTICLE 11**

#### LEAVES

#### 11.1 Vacation Leave

11.1.1 Vacation credits shall accrue each pay period as to hours worked. The following schedule indicates the number of hours accrued each pay period for a full-time employee:

# Vacation Hours Accrued Biweekly Full-time Employees

	70 Hour Biweekly <u>Employee</u>	80 Hour Biweekly <u>Employee</u>
Date of employment to completion of 4 years' service (10 days annually)	2.692340	3,076960
Beginning of 5th year to completion of 9 years' service (15 days annually)	4.038440	4.615360
Beginning of 10th year to completion of 14 years' service (20 days annually)	5.384610	6.153840
Beginning of 15th year to completion of employment (25 days annually)	6.730780	7.692320

- An employee may use vacation credits earned upon prior request of forty-eight (48) hours notice to or by mutual agreement with the Department Head or designee. The request must be approved without restriction (such prior approval will not be applicable to those covered by FMLA),
- 11.1.3 Vacation credits may be accumulated to the following maximums:

Normal Work Week	<u>May Accumulate</u> : <u>Days</u>		<u>Hours</u>
35 hour/week employee	30	or	210
40 hour/week employee	30	or	240

11.1.4 In each Department covered by this Agreement, vacation schedule shall be arranged in advance each year. If the nature of work makes it necessary to limit the number of employees on vacation at the same time or the time of year when vacation may be taken, then employees with greater

seniority within classification shall be given choice of vacation period in the event of conflict over vacation periods. Employees shall be entitled to vacation each year as defined in Article 11.1.1.

- 11.1.5 New Employees shall not be entitled to use any benefit described in Article 11.1.1, 11.1.2 or 11.1.3 during the employee's first twelve (12) weeks' of employment. Upon completion of this 12 weeks', the employee shall be entitled to benefits in Article 11.1.1, 11.1.2 or 11.1.3 accrued from day of employment.
- 11.1.6 Upon termination of service, any unused vacation, up to the maximum allowable number of days/hours as set forth in Article 11.1.3, will be paid for at the regular rate of pay.
- 11.1.7 If a holiday falls within the vacation period, one extra day will be added to the vacation.
- 11.1.8 Part-time employees shall earn vacations on a pro-rata basis.
- 11.1.9 Sale of Leave Benefits

Vacation Leave: Employees will be allowed the option to sell vacation time to the County at the rate of One Hundred percent (100%) of the then current value. Buy-backs will be the first payroll period of June and December in each year. Payment will be made by separate check.

#### 11.2 Sick Leave

- 11.2.1 Definition of Sick Leave: An employee contracting or incurring any non-service connected illness or disability that renders such employee unable to perform the employee's duties, shall receive sick leave with pay to the extent that such employee has been credited with sick leave. An employee may use accumulated sick leave credits for the illness of a child, spouse, parent or a member of the immediate household.
- 11.2.2 Sick Leave Allotment: A full-time employee shall be credited with sick leave credits in accordance with the following schedule for each biweekly pay period. A part-time employee shall receive sick leave credits on a pro-rata basis. No credit shall be earned while an employee is on an unpaid leave of absence.

# Sick Leave Hours Earned/Accrued Biweekly Full Time Employees

	70 Hour Biweekly <u>Employee</u>	80 Hour Biweekly <u>Employee</u>	
10 days annually	2.692293	3.076907	
15 days annually	4.038440	4.615360	

Employees hired after January 1, 1994, will accumulate ten (10) days of sick leave annually; current employees shall continue to accrue fifteen (15) days of sick leave annually.

#### 11.2.3 Verification of Sick Leave

- a. The Department Head, or the Department Head's designee, may require medical certification from an employee when the Department Head, or the Department Head's designee, has determined that a systematic pattern of abuse of sick leave has occurred and has so notified said employee in writing.
- b. The Department Head, or the Department Head's designee, may also require the employee to be examined at the expense of the Employer by a physician designated by the Employer.
- c. Upon request, an employee shall authorize the employee's personal physician, and/or the physician designated by the Employer, to release all relevant medical information pertaining to a disability claim only.
- d. In the event an employee is believed to have engaged in sick leave abuse, the Unit President will be notified at the time disciplinary charges, if any, are filed pursuant to Article 15 of this Agreement. Thereafter and within ten (10) workdays, the Unit President may request a meeting with the County Administrator or designee. If the charges can not be resolved, the matter may be moved to Arbitration pursuant to the procedures established in Article 15 of this Agreement.
- e. An employee calling out "sick" must do so at least one (1) hour before the start of the employee's work day. This notification is to be made to the Department Head or Department Head's designee.

#### 11.2.4 Sick Leave and Holidays/Vacations

- a. An employee who is absent due to illness on work days either before or after a holiday or vacation shall not receive sick leave with pay unless medical verification for said illness is provided.
- b. An employee calling in for the use of sick leave on a scheduled weekend of work must make up this time on the next scheduled weekend off.
- 11.2.5 Accumulation: A full-time employee may accumulate sick leave credits to a maximum of two hundred (200) days.

#### 11.2.6 Sell-Back of Unused Sick Leave

- a. Unused sick leave credits, for up to a maximum of one hundred and sixty (160) days, shall be paid at the rate of seventy-five percent (75%) upon the retirement, voluntary quit or death of an employee who has at least five (5) years of continuous service with the Employer.
- b. Unused sick leave credits, for up to a maximum of one hundred and sixty (160) days, shall be paid at the rate of seventy-five percent (75%) upon the layoff of an employee who has at least five (5) years of continuous service with the Employer.
  - c. Unused sick leave credits shall not be paid upon an employee's termination for just cause.

- d. All employees will be prohibited from "burning off" unused sick leave prior to retirement or other separation from service.
- 11.2.7 Workers' Compensation: If any portion of a subsequently awarded compensation award covers a period for which an employee has used accrued sick leave, then that proportion of the compensation award shall be credited to restoring a prorated share to the employee's sick leave accrual.

#### 11.3 Personal Leave

per year.

11.3.2

11.3.1 Personal leave shall be earned/accrued in accordance with the following schedule. No employee shall be restricted from using personal leave credits provided a twenty-four (24) hour notice is given prior to taking such leave.

# Personal Leave Hours Earned Accrue Biweekly Full-time Employees

70 Hour	80 Hour
Biweekly	Biweekly
<u>Employee</u>	<u>Employee</u>
1.346170	1.538480

Equivalent to five (5) days

11.3.3 Part-time employees will receive Personal Leave benefit on a pro-rata basis.

Personal Leave may be accumulated to a maximum of five (5) days.

- 11.3.4 Personal Leave benefits shall not be paid upon termination for any reason.
- 11.4 Bereavement Leave: Each employee shall be allowed five (5) days' Bereavement Leave for the death of a spouse, child, mother, father, stepparents, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, grandchildren and stepchildren provided leave is taken within the immediate time frame of death and/or burial.
- 11.5 In the event of severe storms, floods or acts of God, an employee who has made every diligent and reasonable effort to report to work at the regular starting time and who is subsequently late may utilize holiday, vacation or personal leave accruals (if any) to make up for hours scheduled but not worked. If the employee does not utilize leave, the time off will be without pay.

Should all County offices be closed, the employees of 24 hour facilities shall be entitled to an equal amount of time added to their vacation accruals. The County will set up an answering machine detailing any County closures.

11.6 Civil Duty: All employees who are members of fire, ambulance or rescue squads shall be given time off with pay and no loss of leave credits provided that the employees will return forthwith to their work assignment when released by the officer in charge or whenever the employee's presence is no

longer required. Release of the employee shall be at the discretion of their Department Head.

#### ARTICLE 12

#### TUITION REFUND

#### 12.1

- 12.1.1 Full-time permanent employees are entitled to tuition reimbursement upon presentation of a certificate of successful completion and a voucher evidencing the cost of education credits as to the following criteria:
  - a. Employee receives prior approval from department head.
- b. Education credits must be relative to improving employee's work skills either in employee's position or satisfying the requisite for another Greene County position.
- c. Permanent status employee who completes one (1) year of service is entitled to nine (9) credit hours per calendar year.
- d. Tuition Reimbursement" means the actual cost for the course(s) being taken, to include lab fees, but not to include any other fees. The maximum reimbursement rate shall be based on whether the course work is at the undergraduate or graduate level and reimbursement shall be at the appropriate rate (or equivalent) currently in effect at SUNY Albany for the semester in which you are applying.
- 12.1.2 If the employee's application is denied, he/she shall receive a written statement of explanation for such denial. This shall be subject to the grievance procedure.

Employee shall guarantee Employer continued employment at the rate of one month for each credit hour or will return to the Employer the tuition reimbursement.

#### ARTICLE 18

#### MILEAGE AND MEAL ALLOWANCE

- 18.1 Mileage Reimbursement: The employer shall reimburse an employee for any and all incurred mileage, at the approved IRS rate. In situations where an employee is required to attend training, or a work-related meeting which is out of the County, the employee shall be reimbursed mileage "portal-to-portal". "Portal-to-portal" shall mean the employee is reimbursed mileage from the employee's home to the training/meeting site and back to the employee's home or work location.
- 18.2 Meal Allowance: Effective March 18, 2020, the Employer shall pay a meal allowance to an employee on Employer business as follows:

\$8.00 Breakfast \$12.00 Lunch \$20.00 Dinner

# ARTICLE 14

#### OUT OF TITLE

- 14.1 An employee may be assigned by the department head to perform duties of a higher classification. Only in such event, he/she shall be compensated for such duties during the period the employee performs same at the higher rate of pay (to be determined at the employee's current salary step).
- 14.2 An employee may be assigned by the department head to temporarily perform the duties of a lower classification. In that event, he/she shall be compensated at his/her regular rate of pay.

# ARTICLE 15

#### PROBATION AND DISCIPLINE

#### 15.1 Probationary Period

- 15.1.1 An employee in the competitive, noncompetitive or labor classes shall be on probation for a period in accordance with the Greene County Civil Service Rules.
- 15.1.2 Probationary, Provisional, Temporary and Seasonal Classifications: An employee in a competitive civil service classification who is on probation or who has been appointed to a position on a provisional, temporary, seasonal, emergency or training basis as defined by Civil Service shall not be entitled to appeal any disciplinary action taken against said employee, nor shall CSEA have the right to appeal such action on the employee's behalf.
- 15.1.3 Noncompetitive and Labor Classifications: An employee in a noncompetitive or labor civil service classification who has completed the probationary period shall be entitled to appeal disciplinary action in accordance with this Article. An employee in a noncompetitive or labor civil service classification who is on probation or who has been appointed to a position on a provisional, temporary, seasonal, emergency or training basis as defined by Civil Service shall not be entitled to appeal any disciplinary action taken against said employee, nor shall CSEA have the right to appeal such action on the employee's behalf.
- 15.2 Discipline for Just Cause: No employee with a permanent appointment shall be disciplined except for just cause. Such employee shall be served with a written notice of the action and the reason for it. Simultaneously, a copy of the notice shall be sent to the President of the Greene County Unit 7000 of the Greene County Local #820.

#### 15.3 Appeal of Disciplinary Action

15.3.1 If CSEA disagrees with the disciplinary action, the President of the Greene County Unit 7000 of the Greene County Local #820 may appeal the matter, in writing, to the County Administrator or designee. The appeal must be submitted, in writing, within ten (10) work days from receiving the notice of discipline. Failure to submit the appeal within said ten (10) days shall make the matter ineligible for further appeal under this Article or any other procedure.

- 15.3.2 Within fifteen (15) work days after receiving the appeal, the County Administrator or designee shall meet with the disciplined employee and the designated representative of CSEA. Within fifteen (15) work days after said meeting, the County Administrator or designee shall issue a written response. Said response shall be given to the President of Unit 7000.
- 15.3.3 If CSEA is not satisfied with the response of the County Administrator or designee, the President of the Greene County Unit 7000 of the Greene County Local #820 may elect to submit the matter to arbitration by filing a demand for arbitration with the New York State Public Employment Relations Board in accordance with its rules and procedures. The demand for arbitration must be filed within ten (10) work days from receiving the response from the County Administrator or designee or when the response should have been received. Failure to file the demand within said ten (10) days shall make the matter ineligible for arbitration or any other appeal and the case will be deemed to be closed.
- 15.3.4 All decisions rendered in such arbitration shall be final and binding upon both parties.
- 15.3.5 The arbitrator's fees shall be shared equally by CSEA and the Employer.
- 15.4 Civil Service Rights: The procedure set forth above shall serve as the only method of resolving challenges to disciplinary action, hence, wholly replacing the statutory provisions provided in Sections 75 and 76 of Civil Service Law.

# ARTICLE 16

#### SENIORITY AND LAYOFFS

#### 16.1 Seniority

- 16.1.1 Seniority shall be defined as the length of an employee's continuous service in the bargaining unit, commencing from the date of the employee's original employment.
- 16.1.2 An employee (with permanent status as to Civil Service) returning to employment within one (1) year, within the same classification as when employee left employment, shall maintain continuous service status as to seniority and/or original date of employment, provided employee was not terminated with cause. (Source Reference: Section 80, Civil Service Law).
- 16.2 In the non-competitive and labor class, seniority and qualifications shall be the basis for promotions and filling existing vacancies and new positions before employing outside help.
- 16.3 Seniority in Scheduling Days Off: Seniority and qualifications shall be the governing factors in shift assignments, scheduling of vacations, scheduling of work week assignments, scheduling of holidays, and layoff made pursuant to law.
- 16.4 Employees in the competitive class will be offered the opportunity to transfer between departments to vacant positions in their same title and transfer shall be determined on the basis of seniority. Provisional appointments to promotional positions shall be based upon seniority. The

Employer agrees to utilize promotional exams in lieu of open competitive exams wherever possible. Permanent appointments to competitive class positions shall be made pursuant to the provisions of the Civil Service Law.

- 16.5 Layoffs: In the event of a layoff, seniority shall be the determining factor, as applied on a County-wide (as opposed to departmental) basis. "Horizontal bumping" within grade and title shall be allowed, as provided for in Sections 80, 81 and 85 of the Civil Service Law.
- 16.6 Notice of Layoffs: The Employer agrees to notify and meet with Greene County Unit 7000 of the Greene County Local #820 officials before any layoffs transpire by any County Agency.
- 16.7 Recall Procedure: This procedure shall take effect except where Civil Service Law must be used. When the work force is increased after a layoff, permanent employees will be recalled according to seniority as defined in Article 16.1.1, provided they are capable of performing the duties of the position. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If the employee fails to respond within five (5) days after receipt of the registered or certified mail, he/she forfeits his/her right at that time to be recalled. Recall rights shall expire three (3) years from the date of original layoff. No new employee shall be hired until all qualified employees on layoff have been notified as stated above.

# **ARTICLE 17**

#### **EMPLOYEE EVALUATIONS**

- 17.1 Purpose: The purpose of employee evaluation shall be to evaluate employee performance. All evaluations shall be in writing on a standard evaluation form provided by the Employer. The criteria for evaluation is not a mandatory subject of negotiation between the parties.
- 17.2 Orientation: An employee shall be presented with the standard evaluation form and procedures during the employee's initial employment orientation.
- 17.3 Frequency of Evaluations
- 17.3.1 A newly hired employee will be evaluated at least once every three (3) months during the probationary period.
- 17.3.2 An employee with more than one (1) year of employment will be evaluated at least once each year.
- 17.3.3 An employee with more than five (5) years of employment will be evaluated at the discretion of the Employer, once every two (2) years.

#### 17.4 Conferences

- 17.4.1 Within five (5) work days after an evaluation, there will be a meeting between the employee and the evaluator. The employee shall be given a copy of the evaluation report prior to the meeting. Should deficiencies be recorded in the performance of the employee, the employee will be provided with specific, reasonable, written recommendations for improvement.
- 17.5 Reply: Any written reply made by the employee shall be attached to and made a part of the evaluation report.

### **ARTICLE 18**

#### JOB SECURITY

- 18.1 Work normally performed by employees covered by this Agreement shall not be contracted out if it will result in the loss of employment to employees covered by this Agreement.
- 18.2 The Employer anticipates no layoffs in this bargaining unit during the term of this Agreement.

#### ARTICLE 19

#### WORKING CONDITIONS

19.1 The Employer shall notify CSEA at least seven (7) working days in advance of any change in working conditions or methods except where such change is required by an emergency or major disaster over which the Employer has no control.

#### 19.2 Vacancies:

- A. The Employer agrees to post notices of vacant positions that are in the CSEA bargaining unit for a period of no less than five (5) working days.
- B. The Employer will post any notices of such vacant positions in conspicuous places as determined by the parties. A copy of the posting will be simultaneously provided to the Union President.
- C. Any alleged violation that a vacant position has not been posted as provided for in this Agreement shall be grievable through the grievance system contained in the parties' collective bargaining agreement.
- D. CSEA recognizes that the creation and filling of vacant positions is a management right and that the Employer's decision not to create and/or fill a vacant position is not subject to the grievance procedure.

- 19.8 New Employees: The Employer agrees that each department head shall notify the President of Greene County Unit 7000 of the Greene County Local #820 as to new employees hired within fifteen (15) days of hire, together with job classification and whether their employment is on a permanent, provisional or temporary basis.
- 19.4 The Employer agrees that any employee may review his/her personal history file on request by employee or officer of Greene County Unit 7000 of the Greene County Local #820 with the written consent of the employee. The Employee may also submit a written statement of rebuttal of any material contained in such file.
- 19.5 Job descriptions, typed completely and understandably and with a full explanation of job duties and requirements, shall be provided to each employee. No changes will be made of job duties, descriptions or titles without proper Legislative and/or Civil Service approval.

#### 19.6 Shift Differential

- 19.6.1 Effective December 20, 2017, an employee who's normal shift is between the hours of 3:00 p.m. to 11:00 p.m. shall be paid a differential of seventy five cents (\$0.75) per hour for all time worked during such hours. Effective January 1, 2020, this amount shall increase to one dollar (\$1.00) per hour for all time worked during the stated hours.
- 19.7 Boots: Building and Grounds employees and Highway employees, as applicable, shall be provided with a \$100.00/year reimbursement for the purchase of work boots. The employee must wear these boots while at work. In order for the employee to be reimbursed the employee must submit a receipt to the Department Head indicating boots were purchased and the price paid. The Department Head will submit same for reimbursement directly to the employee.

#### ARTICLE 20

#### OFF-THE-JOB DISABILITY

20.1 The Employer shall provide New York State Disability Insurance at no cost to the employees.

### ARTICLE 21

#### PAST PRACTICES

21.1 The parties hereby agree and acknowledge that, in the negotiations which led to this Agreement, each party had the right and opportunity to make proposals with respect to any and all terms and conditions of employment. The resulting agreements reached by the parties are fully and completely set forth in this Agreement. All prior agreements, rules practices, policies, or regulations regarding terms and conditions of employment, to the extent they are inconsistent with this Agreement, are superseded. Any and all rights, privileges and benefits which have been heretofore given or accrued and/or enjoyed by one, or some, or all the employees if not explicitly\* set forth in this Agreement are

forever remised, released and discharged, and any and all rights or claims for such have been satisfactorily adjusted and compromised in consideration of the entire explicit terms set forth in this Agreement.

#### **ARTICLE 22**

#### RIGHT TO REOPEN CONTRACT

22.1 In the event that any other contract entered into by the Employer with another County employee bargaining agent or group shall contain a meaningful difference from the contents of this contract, the CSEA and/or the Employer may request to reopen this contract for the sole purpose of negotiating in connection with such meaningful difference.

### ARTICLE 23

# CONCLUSION OF COLLECTIVE NEGOTIATIONS

28.1 This Agreement is the entire Agreement between the Employer and CSEA, terminates all prior agreements and understandings, and concludes all collective negotiations during its term. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or other means, including reopening, except as specifically set forth herein.

The parties agree to support jointly any legislation or administration action necessary to implement the provisions of this Agreement. The parties acknowledge that, except as otherwise expressly provided herein, they have fully negotiated with respect to the terms and conditions of employment and have settled for the term of this Agreement in accordance with the provisions thereof.

#### ARTICLE 24

#### SEVERABILITY

24.1 If the enactment of legislation or the determination of a court of final jurisdiction renders any portion of this Agreement invalid or unenforceable, it shall not affect the validity of the balance of this Agreement which shall remain in full force according to the terms and in the same manner and with the same effect as if such invalid portion had not originally been included herein.

### ARTICLE 25

#### APPROVAL OF THE LEGISLATURE

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

# **ARTICLE 26**

#### CONSTRUCTION OF CONTRACT

- 26.1 This contract shall be construed to be in accordance with the laws of the State of New York.
- 26.2 If any difference arises with respect to the administration, meaning or construction of this contract, it shall be referred and processed in accordance with the Grievance Procedure.

# **ARTICLE 27**

#### DURATION OF CONTRACT

- 27.1 This contract shall continue in full force and effect from January 1, 2020 to December 31, 2023. This contract shall remain binding and in full force and effect during any period of negotiations and until a new Agreement is signed by both parties.
- 27.2 At any time during the months of June, July and August, 2023, either party may notify the other in writing to the effect that they wish to terminate, amend or modify this contract.

# **ARTICLE 28**

#### GRIEVANCE PROCEDURE

#### Preamble

It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to grievances through procedures under which parties may present grievances free from coercion, restraint, reprisal.

#### 28.1 Definitions

- 28.1.1 "Employee" shall mean any person(s) covered by this Agreement as provided for under Article 1.1 (Recognition and Check-Off) and Article 5.1 (Definition of Employees).
- 28.1.2 "Employer" shall mean the County of Greene and its representatives.
- 28.1.8 "Association" or "Union" shall mean the Civil Service Employees Association and its representatives.
- 28.1.4 "Grievance" shall mean any claimed violation, misrepresentation or improper application of this Agreement or of any laws, rules, procedures, regulations, administrative order or work rules of the Employer, or those matters affecting employees' health or safety, physical facilities, materials or equipment furnished to the employees or supervision of employees, or any other matter in which the employee feels he/she has been dealt with unfairly.

- 28.1.5 "Supervisor" shall mean the employee on the next higher level of authority above the employee in the department wherein the grievance exists and who normally assigns and supervises the employee's work.
- 28.1.6 "Days" shall mean all days other than Saturday, Sunday and Holidays, which shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure.

#### 28.2 Rights of the Parties

#### 28.2.1 Rights of Grievant

- 28.2.1.1 The Grievant may select the Greene County Unit 7000 of the Greene County Local #820 President or his designee and/or a CSEA staff representative to assist him/her in the processing and/or preparing of grievances, except that no representative may be present from any employee organization other than CSEA.
- 28.2.1.2 The Grievant shall have access to all written statements, records and materials relating to the grievance which are part of the personnel file.

#### 28.2.2 Rights of the Association

- 28.2.2.1 The Association shall receive a copy of any written grievance, including supporting materials attached thereto and submitted therewith, and or any decision rendered pursuant to this procedure.
- 28.2.2.2 The Association shall have the right to submit briefs to support or refute allegation of any party in a grievance.
  - 28.2.2.3 The Association shall have the right to submit grievances on its own behalf.

#### 28.2.2.4 Release Time for Grievances

- a. Only the aggrieved employee and/or the President of the Greene County Unit 7000 of the Greene County Local #820 and/or one employee designated to act by the President, shall be allowed release time, without loss of pay or leave credits, for the purpose of investigating and presenting a grievance.
- b. Requests for the use of release time shall be made to the appropriate department head, or the department head's designee, on the standard request for leave form provided by the Employer. Except in an emergency, requests shall be made sufficiently in advance to permit proper scheduling. The aggrieved employee and/or, except in an emergency, the President of Unit 7000 and/or the President's designee, shall not be allowed to leave the worksite until such leave has been approved.
- 28.2.3 Mutual Rights: In the event of the unexcused failure on the part of an aggrieved party to be timely, the grievance shall be deemed to be withdrawn. If the department head or the County

Administrator fail to make a decision within the required time period, as set forth in Step Two, the grievance shall be deemed to be resolved in favor of the aggrieved.

#### 28.3 Presentation

- 28.3.1 <u>Step One: Department Head:</u> An employee who claims to have a grievance shall present said grievance, in writing, to the employee's department head within twenty (20) days of its occurrence, or of when the employee becomes aware of it.
- 28.3.1.2 The Department Head shall meet with the parties to resolve the grievance within five (5) days. After the meeting he/she shall render a written decision within five (5) days.

#### 28.3.2 Step Two: County Administrator or Designee

- 28.3.2.1 If the grievance is not satisfied, the aggrieved party may appeal the matter to the County Administrator. The appeal must be submitted, in writing, to the County Administrator within ten (10) work days from receiving the response from the department head.
- 28.3.2.2 Within ten (10) work days after receiving the appeal, the County Administrator or designee shall meet with the President of Greene County Unit 7000, Greene County Local #820 to review the grievance for a resolution thereof. Within ten (10) work days after said meeting, the County Administrator or designee shall issue a written response. Said response shall be given to the President of Unit 7000. If the grievance is not resolved, it may be moved to Step Three, Binding Arbitration, provided a notice of appeal is received by the County Administrator or designee within ten (10) work days of the receipt of the Step Two determination.

#### 28.3.3 Step Three: Binding Arbitration

- 28.3.3.1 In the case of grievances concerning the interpretation of this Agreement or breaches or claimed breaches thereof, CSEA may substitute itself for the aggrieved party and appeal an unsatisfactory decision at Step Two in accordance with the rules of the Public Employment Relations Board. The decision arrived at shall be final and binding upon both parties to the agreement, subject to appeal in accordance with the terms of Article 75 of the CPLR.
  - 28.3.3.2 The fees and expenses of the arbitration shall be borne equally by the parties.
- 28.3.3.3 The arbitrator shall hold a hearing and issue a decision in accordance with the Rules of PERB.
- 28.3.3.4 The arbitrator shall have no power to add to, subtract from or change any of the provisions of this Agreement, nor to render any decision which contravenes established law, regulation or ordinance.

#### 28.4 General Considerations

28.4.1 All grievance discussions, meetings, conferences and hearings shall be conducted as much as possible during the normal work day.

- 28.4.2 The time limits at any step may be extended by written mutual consent of the parties.
- 28.4.3 Verbatim minutes may be requested to be taken at an arbitration proceeding; the party requesting same will pay for all copies and provide a copy to the other side upon request. The term "party" shall mean the "County" or "CSEA".

# **ARTICLE 29**

#### SUBSTANCE ABUSE TESTING PROCEDURE

#### **POLICY**

- 1.1. To ensure the integrity of the County Departments, and to preserve public trust and confidence in a fit and drug free workforce, there shall be implemented a drug-testing/alcohol testing program to detect prohibited drug and/or alcohol use by employees.
- 1.2 Any employee who subsequently tests positive, and/or fails to comply with the following procedures, shall be subject to disciplinary action, up to and including termination. Each situation will be evaluated on a case-by-case basis and will follow the provisions outlined in this contract for discipline.
- 1.3 The County will adopt an Employee Assistance Program (EAP). The County will consider EAP as part of the disciplinary discussion.

#### **DEFINITIONS**

- 2.1 DRUG TEST. The compulsory production and submission of urine by an employee for chemical analysis to detect prohibited drug and/or alcohol usage.
- 2.2 ALCOHOLTEST. The compulsory submission to a breathalyzer to detect prohibited alcohol usage.
- 2.3 **REASONABLE SUSPICION.** That quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an employee that would lead the reasonable person to suspect that the employee is or has been using prohibited drugs while on or off-duty and alcohol while on duty.
- 2.4 SUBSTANCE USE. The use of alcohol while at work and/or the use of illegal/prohibited drugs while on or off duty.

#### PROCEDURES/RULES

3.1 **PROHIBITED ACTIVITY.** The following rules shall apply to all employees while on or off duty:

- 3.1.1 No employee shall illegally possess any controlled substances.
- 3.1.2. No employee shall ingest any controlled or other dangerous substances, unless as prescribed by a licensed medical practitioner.
- 3.1.3. No employee shall ingest any prescribed or over-the-counter medication in amounts beyond the recommended dosage.
- 3.1.4. Any employee who unintentionally ingests, or is made to ingest a controlled substance shall immediately report the incident to the Director of Human Resources so that appropriate medical steps may be taken to ensure the employee's health and safety.
- 3.1.5. An employee shall notify the Director of Human Resources when required to use prescription medicine which has the potential to impair job performance. The employee shall advise the Director of the known side effects of such medication and the prescribed period of use. The Director shall document this information through the use of an internal memorandum and maintain this memorandum in a secured file. The employee may be temporarily reassigned to other duties, where appropriate. The discussions with respect to this matter shall be maintained in a confidential manner.
- 3.1.6. No employee shall consume alcohol while on duty or be under the influence of alcohol while on-duty.
- 3.1.7 An employee having a reasonable basis to believe that another employee is under the influence of alcohol while on-duty or is illegally using, or in possession of any controlled substance shall immediately report the facts and circumstances to the appropriate Department Head.
- 3.2 **EMPLOYEE DRUG TESTING.** Employees employed by the County of Greene will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use, as provided below:
- 3.2.1. The appropriate Department Head may order an employee to take an alcohol or a drug test upon documented reasonable suspicion that the employee is under the influence while at work or is/or has been using prohibited drugs. A summary of the facts supporting the order shall be made available to the employee prior to the actual test.
- 3.2.2. Employees shall be uniformly tested during any unannounced, mass/mandatory random testing required during scheduled work days that the employee is present at their work site.
- 3.2.3. A substance use test shall be considered as a condition of application to any specialized units within a particular Department, and may be administered as part of the required physical examination for that position or randomly performed while assigned to such specialized unit.
- 3.3. PROBATIONARY EMPLOYEE DRUG-TESTING. Where a probationary employee has a past history of drug use, said employee may be required to submit to random-testing until the probationary period is successfully completed. The frequency and timing of such testing shall be determined by the appropriate Department Head.

- 3.4. APPLICANT DRUG-TESTING. Applicants for a position may be required to take a substance use test as a condition of employment. Applicants shall be disqualified from further consideration for employment under the following circumstances.
- 3.4.1. Refusal to submit to a required substance use test.
- 3.4.2. A confirmed positive substance use test indicating substance use prohibited by this policy.
- 3.5. SUBSTANCE USE TESTING PROCEDURES. The testing procedures and safeguards provided herein to ensure the integrity of drug-testing shall be adhered to by any personnel administering substance use tests. Testing shall be performed by an outside agency, in order that impartiality and confidentiality are ensured. Both the drug and alcohol tests shall be conducted by certified professionals.
- 3.5.1. Personnel authorized to administer substance use tests shall require positive identification from each employee to be tested before they enter the testing area. A pre-test interview shall be conducted by testing personnel with each employee in order to ascertain and document the recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs that may result in a false positive test result. The employee will be required to sign a medical release of information form in the event that a physician must be contacted for clarification or verification of legal drug use.
- 3.5.2. The bathroom facility of the testing area shall be private and secure. Authorized testing personnel shall search the facility before an employee enters it to produce a urine sample, and document that it is free of any foreign substances.
- 3.5.3. Testing personnel of the same sex as the employee shall be present and observe production of the urine sample.
- 3.5.4. Where the employee is unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the substance use test report form. The employee shall be permitted no more than three (3) hours to give a sample, during which time said employee shall remain in the testing area, under observation. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a test.
- 3.5.5. Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained immediately, under direct observation of the testing personnel.
- 3.5.6. Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the tested specimen. Samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative.
- 3.5.7. An employee's urine sample shall be split and stored in case of legal disputes. The urine samples must be provided at the same time and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate

testing. The other sample shall be secured in frozen storage. If the results of the original test are positive, the employee may within three (3) calendar days of the employee's written notification of the positive test, elect to have the remaining specimen tested by a laboratory of his choice licensed by Section Five Hundred Seventy-Five (575) of the New York State Public Health Law for testing by Gas Chromatography, with mass spectrometry or an equivalent scientifically accepted method.

In the event that the second substance use test, requested by the employee is returned with negative results, the first substance use test which indicated a positive result, would be negated.

Chain of Custody Documentation shall be maintained by the County's Director of Human Resources. A copy of the laboratory report of such test will be provided to the employee and Director of Human Resources. If an employee does not reply within this time frame, the confirming test will be performed by the original testing laboratory.

- 3.5.8. Each step in the collective and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody specific procedures may be promulgated to insure compliance. Where a positive result is confirmed, urine specimens shall be maintained in secured, frozen storage for a one year period determined by the date of final disposition and statute of limitations for appeal if applicable.
- 3.5.9. In the case of alcohol testing, all tests shall be done by breathalyzer.
- 3.6.1. The urine sample first shall be tested using the initial substance use screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending" until the confirmation test results are obtained.
- 3.6.2. A specimen testing positive will undergo an additional confirmatory test.
- 3.6.3. The drug screening tests selected shall be capable of identifying marijuana, cocaine, and every major drug of abuse including heroin, amphetamine and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine samples and adequately trained in collection procedures.
- 3.6.4 Drug testing levels will be in accordance with current federal DOT Guidelines for marijuana, cocaine, amphetamines, opiates and PCP. Testing levels for any drug not listed will be in accordance with the current levels set forth by the certified lab.
  - Concentration of a drug at or above these levels shall be considered a positive test result.
- 3.6.5 ALCOHOL. Concentrations of alcohol at any level while at work (on-duty, including on-call), shall be considered a positive test.
- 3.7. DRUG-TEST RESULTS. An employee having negative drug test results shall receive a memorandum from the Director of Human Resources stating that no illegal drugs or inappropriate use of alcohol were found. If the employee requests such, a copy of the letter will be placed in the employee's personnel file.

- 3.7.1. All records pertaining to required tests under this Procedure (Article 29) shall remain confidential, remain with the Department of Human Resources and shall not be provided to other employers or agencies without the written permission of the person whose records are sought.
- 3.7.2. An employee who breaches the confidentiality of testing information shall be subject to discipline.
- 3.7.3. Substance use test results and records shall be stored and retained in compliance with state law, or for an indefinite period in a secured area where there is no applicable state law. They shall be retained in the Human Resources Department.

# ARTICLE 30

#### SCHOOL BASED SATELLITE OFFICE

Mental Health Department employees working at an assigned school-based satellite office must notify their immediate supervisor of their intentions relative to continuing with the program at the beginning of each school year.

On days when an employee is assigned to a school-based satellite office the employee will have a 30 minute lunch break.

In the event school is closed those assigned to the school-based satellite office must report to the County Clinic Office. In the event an assigned employee does not report to the Clinic, the employee must charge their absence to appropriate leave accruals.

The Mental Health Department school-based satellite office contracts will be re-evaluated annually during the County's budgetary process at which point assignments to satellite offices may change or revert to clinic based.

IN WITNESS WHEREOF, the parties hereof have caused this Agreement, to be executed on this day of January 2020.

O	
For Unit 7000, Civil Service Employees Association, Inc.:	For County of Greeney
Dai M Wendel	Mound Luchen
President - Donig wendel	County Administrator
James Hair	Nicole T. Magio
Area Representative - James Hair	Director of Human Resources

Landra man
Momber - Sandra Frances
( Jaite Mheal
Member - Caittin Neal
Golde M. Can
Mambar Ald C.

Member - Carrie Wallace

# CSEA TITLES

#### **GRADE 1**

GRADE 2 Clorloal Aide

#### **GRADE 8**

Chauffeur
Clerk
Food Service Helper
Food Service Helper/Driver
Maintenance Laborer
Tourism Promotion Aide
911 Address Technician

#### **GRADE 4**

Clerk/Typist Cook (Department for the Aging) Mall Room Clerk Mailroom Driver/Maintenance Laborer Typist

#### **GRADE 5**

Bus Driver
Central Kitchen Cook
Data Entry Operator
General Laborer
Homemaker
Maintenance Helper
Meal Site Manager
Micro-Computer Operator
Real Property Tax Service Aide
Receptionist/Typist
Research Aide
Tax Clerk Typist
Veterans Service Driver

#### **GRADE 6**

Account Clerk/Typlat
Aging Services Aide
Family Planning Aide
Home Health Aide
Medical Receptionist
Motor Vehicle Clerk I
Payroll Clerk
Personal Care Aide
Senior Service Center Manager

#### **GRADE 7**

Administrative Aide Community Services Worker Housing Assistant QRADE 7 (continued)
Maintenance Person
Medical Services Clerk
Motor Vehicle Clerk II
Recording Clerk
Senior Clerk Typist
Senior Data Entry Operator
Senior Research Aide
Senior Typist
Stenographer
STOP DWI-Pistol Permit Clerk

#### **GRADE 8**

Assistant Records Retention Clerk
Bookkeeper
County Clerk's Worker
Mail Room Supervisor/Payroll Clerk
Maintenance Person Crew Chief
Records Inventory Clerk
Secretary to the Commissioner of Social Services
Senior Account Clerk
Senior Account Clerk
Senior Payroll Clerk
Tourism Information Assistant
Veterans Service Assistant

#### **GRADE 9**

Administrative Assistant
Civil Service Commission Assistant
Computer Operator
Human Resources and Civil Service Aide
Motor Vehicle Clerk III
Public Health Diagnostic and Treatment Aide
Secretary to the Public Health Director
Senior Family Planning Aide
Specialist, Services for the Aging
Stenographer (Legislature)

#### **GRADE 10**

Building Maintenance Carpenter
Building Maintenance Electrician
Building Maintenance Plumber
Building Maintenance Supervisor
Community Mental Health Aide II
Corrections Cook
Coordinator of Volunteer Services
Licensed Practical Nurse
Maintenance Supervisor
Medical Billing Clerk
Mental Health Claims Processor
Planning Assistant Trainee
Principal Clerk Typist
Recording Officer

GRADE 10 (continued)
Records Retention Clerk
Senior Services Specialist
Senior Tax Clerk/Typist
Stock Clerk
Support Collector
Tourism Sales & Marketing Coordinator

#### **GRADE 11**

Business Marketing Coordinator
Central Supply Manager/Insurance Clerk
Engineering Alde
Head Corrections Cook
Housing Coordinator

Junior Accountant
Licensed Practical Nurse (Community Mental Health)

Medical Billing Supervisor
Nutritionist
Office Manager
Planning Assistant
Planner Trainee
Principal Account Clerk

Principal Account Clerk Typiet
Principal Family Planning Aide
Records Management Technician
Senior Administrative Assistant
Senior Computer Operator

Senior Human Resources and Civil Service Aide
Senior Stenographer (PHN)
Social Services Investigator
Social Welfare Examiner
Support Investigator
Tax Map Technician
Veterans Benefits Representative

#### **GRADE 12**

Audit Manager
Bullding Maintenance Person
Caseworker Trainee
Engineering Technician
Payroll Supervisor
Planner

Planning & Economic Development Grant Coordinator Senior Scolal Services investigator Senior Scolal Welfare Examiner Senior Tourism Sales & Marketing Coordinator Sheriff's Civil Office Coordinator

#### **GRADE 13**

Accounting Supervisor Grade B
Bulldings & Grounds Maintenance Mechanic
Case Manager
Caseworker
Community Mental Health Peer Support Case Manager

GRADE 18 (continued) Coordinator of Nutrition Services Jall Maintenance Mechanic Medical Services Specialist Principal Social Welfare Examiner Public Health Educator Records Management Officer Resource Consultant Senior Engineering Technician Senior Stenographer (Legislature) Senior Support Investigator Service Coordinator Single Point of Access Coordinator System Support Technician Welfare Management Coordinator (WMS) Youth Services Worker

#### **GRADE 13A**

#### **GRADE 14**

Coordinator of Services for the Aging
General Labor Foreman
Geographic Information Services Specialist (GIS)
Junior Civil Engineer
Payroll Coordinator
Recycling Coordinator
Senior Audit Manager
Senior Caseworker
Senior Planner
Support Administrator

#### **GRADE 14A**

Case Supervisor Grade B Network Support Technician Senior Public Health Educator

#### **GRADE 15**

Case Supervisor Grade A
Forensio Worker
Geographic Information Systems/Tax Map Specialist
Intensive Case Manager
Mental Health Specialist
Network Systems Engineer
Psychiatric Nurse
Senior General Labor Foreman
Senior Systems Support Technician

#### **GRADE 16**

Associate Paychologist
Civil Engineer
Geographic Information Systems Manager (GIS)
Physical Therapiat
Principal Planner
Senior Mental Health Specialist

Rev. 3/11/2020 - Effective 1/1/2020

<u>GRADE 16</u> (continued)
Tax Map Supervisor/QIS Coordinator

<u>GRADE 17</u> Mental Health Specialist-Clinical Supervisor Tax Mapping and GIS Manager

<u>QRADE 18</u> Clinical Coordinator (Community Mental Health

# APPENDIX B CSEA UNIT 7000 HOURLY RATES 36 HOURS PER WEEK JANUARY 1, 2020 - DECEMBER 31, 2023

03/11/20

~11m1 \/	Dres de Santino etc	10 m l							USITUZU
				All Tilles					
						Step 8	Step 11	Step 14	Step 20
					14,85	14.85	15.17	16,50	
12.33	13.56	14.80	15.02	15.24	16.46	15.69	16.03	16.37	17.08
		15.36	15.60	15.84	16.07	16,31			
13,45	14.68	15.92	16.18	16,43	16,69	16.95			
14,15	15,38	16.62	16,90	17.18	17.46	17,77			
14.85	16,08	17.32	17.64	17.99	18.35	18,70	19,11		
15.64	16.87	18.20	18,69	18.97	19.36			1	
16.56	17,83	19.28	19.70	20.12	20,54				Z
17.64	18,99	20.54	21.00	21.45	21.90	22,36			
18,86	20,31	21.97	22,48	22,98	23,49				
20.22	21.79	23.58	24,14	24.70	25.25	25,81			
21.77	23,46	25,39	26.00	26,61	27.22				30,35
23,56	25,39	27,49	28.16	28.81	29.47				
24.68	26.50	28,69	29.38	30.07	30.75				
25,61	27.60	29.89	30.61	31.33	32.04				
26,64	28.71	31,09	31.84	32.59	***		Laboratory and the		
27.87	30,05	32,54	33,33						
30,13	32.30	34.80	35,58						
32,40	34,67	37.06	37.84						
34,66	36,83	39,32						The second secon	
	\$tep 0 11.76 12.33 12.89 13.45 14.15 14.86 15.64 16.86 17.64 18.86 20.22 21.77 23.56 24.68 25.61 26.64 27.87 30.13 32.40	11.78 13.00 12.33 13.66 12.89 14.13 13.45 14.68 14.15 15.36 14.85 16.08 15.64 16.87 16.86 17.63 17.64 18.90 18.86 20.31 20.22 21.79 21.77 23.46 23.56 25.39 24.68 26.50 25.61 27.60 26.64 28.71 27.87 30.05 30.13 32.30 32.40 34.57	Step 0         Step 1         Step 2           11.76         13.00         14.24           12.33         13.56         14.80           12.89         14.13         15.36           13.45         14.68         15.92           14.15         15.38         16.62           14.85         16.08         17.32           15.64         16.87         18.20           16.86         17.83         19.28           17.64         16.99         20.54           18.86         20.31         21.97           20.22         21.79         23.58           21.77         23.46         25.39           23.56         25.39         27.49           24.68         26.50         28.89           25.61         27.60         29.89           26.64         28.71         31.09           27.87         30.05         32.54           30.13         32.30         34.80           32.40         34.67         37.06	Step 0         Step 1         Step 2         Step 3           11.76         13.00         14.24         14.44           12.33         13.66         14.80         15.02           12.89         14.13         15.36         15.60           13.45         14.68         15.92         16.18           14.15         15.38         18.62         16.90           14.85         16.08         17.32         17.64           15.64         16.87         18.20         18.59           16.56         17.83         19.28         19.70           17.64         18.99         20.54         21.00           18.86         20.31         21.97         22.48           20.22         21.79         23.58         24.14           21.77         23.46         25.39         26.00           23.56         25.39         27.49         28.16           24.68         26.50         28.89         29.38           25.61         27.60         29.89         30.81           26.64         28.71         31.09         31.84           27.87         30.05         32.54         33.33           30.13 <t< td=""><td>Step 0         Step 1         Step 2         Step 3         Step 4           11.76         13.00         14.24         14.44         14.65           12.33         13.56         14.80         15.02         15.24           12.89         14.13         15.36         15.60         15.84           13.45         14.68         15.92         16.18         16.43           14.15         15.38         16.62         16.90         17.18           14.85         16.08         17.32         17.64         17.99           15.64         16.87         18.20         18.59         18.97           16.86         17.83         19.28         19.70         20.12           17.64         16.99         20.54         21.00         21.45           18.86         20.31         21.97         22.48         22.98           20.22         21.79         23.58         24.14         24.70           21.77         23.46         25.39         26.00         26.61           23.56         25.39         27.49         28.16         28.81           24.68         26.50         28.89         29.38         30.07           25.61</td></t<> <td>Step 0         Step 1         Step 2         Step 3         Step 4         Step 5           11.76         13.00         14.24         14.44         14.65         14.86           12.33         13.66         14.80         15.02         15.24         16.46           12.89         14.13         15.36         15.60         15.84         16.07           13.45         14.68         15.92         16.18         16.43         16.69           14.15         15.38         18.62         16.90         17.18         17.46           14.85         16.08         17.32         17.64         17.99         18.36           15.64         16.87         18.20         18.59         18.97         19.36           15.65         17.83         19.28         19.70         20.12         20.54           17.64         18.99         20.54         21.00         21.45         21.90           18.86         20.31         21.97         22.48         22.98         23.49           20.22         21.79         23.58         24.14         24.70         25.25           21.77         23.46         25.39         26.00         26.61         27.22     <td>Step 0         Step 1         Step 2         Step 3         Step 4         Step 5         Step 8           11.76         13.00         14.24         14.44         14.65         14.85         14.85           12.33         13.66         14.80         15.02         15.24         16.46         15.69           12.89         14.13         15.36         15.80         15.84         16.07         16.31           13.45         14.68         15.92         16.18         16.43         16.69         16.95           14.15         15.38         16.62         16.90         17.18         17.46         17.77           14.85         16.08         17.32         17.94         17.99         18.36         18.70           15.64         16.87         18.20         18.69         18.97         19.36         19.76           16.86         17.83         19.28         19.70         20.12         20.54         20.96           17.64         18.99         20.54         21.00         21.45         21.90         22.36           18.86         20.31         21.97         22.48         22.98         23.49         24.00           20.22         21.79</td><td>Step 0         Step 1         Step 2         Step 3         Step 4         Step 5         Step 8         Step 11           11.76         13.00         14.24         14.44         14.86         14.86         14.85         15.17           12.33         13.56         14.80         15.02         15.24         16.46         15.69         16.03           12.89         14.13         15.36         15.60         15.84         16.07         16.31         16.67           13.45         14.68         15.92         16.18         16.43         16.69         16.96         17.32           14.15         15.38         16.62         16.90         17.18         17.46         17.77         18.16           14.85         16.08         17.32         17.64         17.99         18.36         18.70         19.11           15.64         16.87         18.20         18.59         18.97         19.36         19.75         20.18           16.86         17.83         19.28         19.70         20.12         20.54         20.98         21.42           17.64         18.99         20.54         21.00         21.45         21.90         22.36         22.36      &lt;</td><td>Step 0         Step 1         Step 2         Step 3         Step 4         Step 5         Step 8         Step 11         Step 14           11.76         13.00         14.24         14.44         14.66         14.86         14.86         16.17         16.50           12.33         13.56         14.80         15.02         15.24         16.46         15.69         16.03         16.37           12.89         14.13         15.36         15.60         15.84         16.07         16.31         16.67         17.03           13.45         14.68         15.92         16.18         16.43         16.69         18.95         17.32         17.70           14.15         15.38         16.62         16.90         17.18         17.46         17.77         18.16         18.55           14.85         16.08         17.32         17.04         17.99         16.36         18.70         19.11         19.62           15.64         16.87         18.20         18.69         18.97         19.36         19.75         20.18         20.62           16.86         17.63         19.28         19.70         20.12         20.54         20.96         21.42         21.88</td></td>	Step 0         Step 1         Step 2         Step 3         Step 4           11.76         13.00         14.24         14.44         14.65           12.33         13.56         14.80         15.02         15.24           12.89         14.13         15.36         15.60         15.84           13.45         14.68         15.92         16.18         16.43           14.15         15.38         16.62         16.90         17.18           14.85         16.08         17.32         17.64         17.99           15.64         16.87         18.20         18.59         18.97           16.86         17.83         19.28         19.70         20.12           17.64         16.99         20.54         21.00         21.45           18.86         20.31         21.97         22.48         22.98           20.22         21.79         23.58         24.14         24.70           21.77         23.46         25.39         26.00         26.61           23.56         25.39         27.49         28.16         28.81           24.68         26.50         28.89         29.38         30.07           25.61	Step 0         Step 1         Step 2         Step 3         Step 4         Step 5           11.76         13.00         14.24         14.44         14.65         14.86           12.33         13.66         14.80         15.02         15.24         16.46           12.89         14.13         15.36         15.60         15.84         16.07           13.45         14.68         15.92         16.18         16.43         16.69           14.15         15.38         18.62         16.90         17.18         17.46           14.85         16.08         17.32         17.64         17.99         18.36           15.64         16.87         18.20         18.59         18.97         19.36           15.65         17.83         19.28         19.70         20.12         20.54           17.64         18.99         20.54         21.00         21.45         21.90           18.86         20.31         21.97         22.48         22.98         23.49           20.22         21.79         23.58         24.14         24.70         25.25           21.77         23.46         25.39         26.00         26.61         27.22 <td>Step 0         Step 1         Step 2         Step 3         Step 4         Step 5         Step 8           11.76         13.00         14.24         14.44         14.65         14.85         14.85           12.33         13.66         14.80         15.02         15.24         16.46         15.69           12.89         14.13         15.36         15.80         15.84         16.07         16.31           13.45         14.68         15.92         16.18         16.43         16.69         16.95           14.15         15.38         16.62         16.90         17.18         17.46         17.77           14.85         16.08         17.32         17.94         17.99         18.36         18.70           15.64         16.87         18.20         18.69         18.97         19.36         19.76           16.86         17.83         19.28         19.70         20.12         20.54         20.96           17.64         18.99         20.54         21.00         21.45         21.90         22.36           18.86         20.31         21.97         22.48         22.98         23.49         24.00           20.22         21.79</td> <td>Step 0         Step 1         Step 2         Step 3         Step 4         Step 5         Step 8         Step 11           11.76         13.00         14.24         14.44         14.86         14.86         14.85         15.17           12.33         13.56         14.80         15.02         15.24         16.46         15.69         16.03           12.89         14.13         15.36         15.60         15.84         16.07         16.31         16.67           13.45         14.68         15.92         16.18         16.43         16.69         16.96         17.32           14.15         15.38         16.62         16.90         17.18         17.46         17.77         18.16           14.85         16.08         17.32         17.64         17.99         18.36         18.70         19.11           15.64         16.87         18.20         18.59         18.97         19.36         19.75         20.18           16.86         17.83         19.28         19.70         20.12         20.54         20.98         21.42           17.64         18.99         20.54         21.00         21.45         21.90         22.36         22.36      &lt;</td> <td>Step 0         Step 1         Step 2         Step 3         Step 4         Step 5         Step 8         Step 11         Step 14           11.76         13.00         14.24         14.44         14.66         14.86         14.86         16.17         16.50           12.33         13.56         14.80         15.02         15.24         16.46         15.69         16.03         16.37           12.89         14.13         15.36         15.60         15.84         16.07         16.31         16.67         17.03           13.45         14.68         15.92         16.18         16.43         16.69         18.95         17.32         17.70           14.15         15.38         16.62         16.90         17.18         17.46         17.77         18.16         18.55           14.85         16.08         17.32         17.04         17.99         16.36         18.70         19.11         19.62           15.64         16.87         18.20         18.69         18.97         19.36         19.75         20.18         20.62           16.86         17.63         19.28         19.70         20.12         20.54         20.96         21.42         21.88</td>	Step 0         Step 1         Step 2         Step 3         Step 4         Step 5         Step 8           11.76         13.00         14.24         14.44         14.65         14.85         14.85           12.33         13.66         14.80         15.02         15.24         16.46         15.69           12.89         14.13         15.36         15.80         15.84         16.07         16.31           13.45         14.68         15.92         16.18         16.43         16.69         16.95           14.15         15.38         16.62         16.90         17.18         17.46         17.77           14.85         16.08         17.32         17.94         17.99         18.36         18.70           15.64         16.87         18.20         18.69         18.97         19.36         19.76           16.86         17.83         19.28         19.70         20.12         20.54         20.96           17.64         18.99         20.54         21.00         21.45         21.90         22.36           18.86         20.31         21.97         22.48         22.98         23.49         24.00           20.22         21.79	Step 0         Step 1         Step 2         Step 3         Step 4         Step 5         Step 8         Step 11           11.76         13.00         14.24         14.44         14.86         14.86         14.85         15.17           12.33         13.56         14.80         15.02         15.24         16.46         15.69         16.03           12.89         14.13         15.36         15.60         15.84         16.07         16.31         16.67           13.45         14.68         15.92         16.18         16.43         16.69         16.96         17.32           14.15         15.38         16.62         16.90         17.18         17.46         17.77         18.16           14.85         16.08         17.32         17.64         17.99         18.36         18.70         19.11           15.64         16.87         18.20         18.59         18.97         19.36         19.75         20.18           16.86         17.83         19.28         19.70         20.12         20.54         20.98         21.42           17.64         18.99         20.54         21.00         21.45         21.90         22.36         22.36      <	Step 0         Step 1         Step 2         Step 3         Step 4         Step 5         Step 8         Step 11         Step 14           11.76         13.00         14.24         14.44         14.66         14.86         14.86         16.17         16.50           12.33         13.56         14.80         15.02         15.24         16.46         15.69         16.03         16.37           12.89         14.13         15.36         15.60         15.84         16.07         16.31         16.67         17.03           13.45         14.68         15.92         16.18         16.43         16.69         18.95         17.32         17.70           14.15         15.38         16.62         16.90         17.18         17.46         17.77         18.16         18.55           14.85         16.08         17.32         17.04         17.99         16.36         18.70         19.11         19.62           15.64         16.87         18.20         18.69         18.97         19.36         19.75         20.18         20.62           16.86         17.63         19.28         19.70         20.12         20.54         20.96         21.42         21.88

	OURLY	RATES	(35 hour	8)	2.25%					
Grade		Step 1		Step 3		Step 5	Step 8	Step 11	Step 14	Step 20
1	12.03					, 15.18	15,18	15,51	15.84	
2	12.60		15,13			15,81	16.04	16.39	16,74	
3	13.18			15.95				17,05	17.41	18.16
4	13,76		16,28			17.07		17.71	18.09	18,88
6	14.46						18.17	18.66	18.96	19.78
6	15.18		17.71	18.04		18.76	19.12	19,54	19.96	20,83
7	15.99			19,01	19,40	19.79	20.19	20,64	21.08	22.00
8	16,93		19.72	20.14		21.00	21,43	21,90	22.37	23,35
9	18.03			21.47		22.40	22.86		23,87	24.91
10	19.28	20.76		22,99		24.02	24.54	25,08	25.62	26,75
11	20,68		24,11	24.68		25.82		26,98	27.57	28.78
12	22.26	armenter are the color		26,58		27.83		29.09		31.03
13	24,09	25.98	28.11	28,78		30.13	30.81	31.49		33,60
13A	25.14	27.09	29.33	30.04		31.45	32,15	32.87	33,59	35.07
14	26,19	28,23	30,56	31.30		32,76		34,24	34,99	36.54
14A	27,24	29.36	31.79	32,56	33.32	34.08	34,84	35,62	36.40	38,01
15	28,50	30,72	33,27	34.07	34,88	35,68			38,11	39.80
16	30,81	33.03	35,58	36.38	37,19	37,99				
17	33.12	35,35	37.89	38.69	39.60	40.30	41.10	41,93	42.76	44,43
18	35,44	37.66	40.20	41,00	41.81	42,61	43.41	44.24		46.75

# APPENDIX B CSEA UNIT 7000 HOURLY RATES 35 HOURS PER WEEK JANUARY 1, 2020 - DECEMBER 31, 2023

2022 HOURLY RATES (35 hours) 2.25%

Grana	Step 0	Qtan d	Oton O	Oton 2	D444 4	04 H	646	654	A	
aigne.			arah z	Office 2	Step 4			Step 11		Step 20
	12.30						16,53	15,86	16,20	16.90
2	***				16.94	16,17	16,40	16,76	17,11	17,85
3	13.48					16.81	17.06	17.43	17.80	18.57
4					17,18	17,45	17,73	18.11	18.50	19,30
5				17.67	17.96	18,26	18.57	18,98	19.39	
6	15,52	16.81			18,81	19,18	19,55	19.98		21,30
7	18,35			19,44	19.84	20,24	20,64	21.10	21.55	
8	17.31	18.64	20,16	20,60	21.03	21.47	21.91	22,39		
9			21.48	21.98	22.43	22,90	23,37	23.89	24.41	25,47
10	19,72		22.97	23.50	24,03	24,56	25.09	25,64		
11	21.14		24.65	25,24	25.82	26,40	26,99	27.59		
12	22.76	24.62	26.54	27.18	27.82	28,46	29.10	29.75		
13	24.63	***************************************		29,43	30.12	30.81	31,50	32,20	32,90	
13A	25.70	27.70	29,99	30.71	31,44	32.15	32.88		34.34	
14	26,78	28,86	31.25	32.00	32.76	33,50	34.25	35.02	35,78	
14A	27.85	30.02	32.51	33.29	34,07	34.84	35,62	36,42		
16	29,14	31.41	34.02	34,84	35.66	36,48				40.69
16	31.50	33,77	36.38	37.20	38,02	38,84				
17	33.87	36,14	38,74	39.56	40.39	41.21	42.03			45,43
18	36,24	38.51	41.11	41,93	42.76	43.57	44.39			1

	OURLY	RATE8	(35 hou	8)	2.25%					
Grade			Step 2		Step 4	Step 5	Step 8	Step 11	Step 14	Step 20
1	12,58				15,66	15.87	15.87	16.22	16.57	17.28
2	13,18				16.30	16.53	16.77	17,13	17.50	18,25
3	13.78				16.93	17.18	17.44	17.82	18,20	18,99
4	14.38					17.85	18,12	18,52	18,92	
6	15,12				18.36	18,67	18.99	19.41	19.83	20.68
8	15.87			18.86	19,23	19.61	19,99	20.43	20.87	21.78
7	16.72	18.04			20,28	20,69	21.11	21.57	22,04	23,00
8	17.70			21.06	21.51	21.95	22,40	22.90	23.39	24,41
9	18,85	L		22.45	22.03	23.42	23.90	24.43	24.98	26.04
10	20.16		23,49	24.03	24.57	25,11	25.65	26,22	26,79	
11	21,62		25,21	25.81	28,40	27.00	27.60	28,21	28.82	30,09
12	23.27		27.14		28.45	29,10	29.76	30,42	31.08	32.44
13	25.18		29,39		30.80	31,50	32.21	32.93	33,64	35,12
13A	26,28	28.32	30,67	31,41	32,14	32.88		34,37	35.12	36,66
14	27.38	29.51	31.98	32,72	33.49	34,25	35.02	35.80	36,59	38.20
14A	28.48		33,24	34.04	34,83	35.63	36,43	37.24	38,06	39.74
15	29,79	32.12	34.79	35.63	36,46		38,14	39,00	39,85	41.61
16	32,21	34.58	37,20	38,04	38.88		40,56	41.41	42,27	44.03
17	34.63	36,95	39.61	40,45	41,29	42,13	42.97	43,83	44.70	48,46
18	37.08	39.37	42,03	42.87	43.71	44.55	45.39	46,26	47,12	48.87

# APPENDIX B CSEA UNIT 7000 HOURLY RATES 40 HOURS PER WEEK JANUARY 1, 2020 - DECEMBER 31, 2023

03/11/20

2020 HOURLY RATES					All Titles	Move U	p 1 Grad	þ		
Grade		Step 1			Step 4	Step 5	Step 8	Step 11	Step 14	Step 20
1	10.29					12,99		13,28	13.56	14.14
2	10.79		12,95	and it for both the many	13.34	13,53		14.02	14.32	14.94
3	11.28		13,44				14.27	14,59		16.64
4	11.77						14.83			
5	12,38								to be a second control of	
6	12.99		15,15							
7	13,68				16,60		<u> </u>			
8	1			17.24						
9	15,43				Attended to the same of the sa					
10					20.11	<del></del>				
11	17.70	5	1							
12				22.75						
13	alberta and a					- demode				
13A						26,91		28,13	<u> </u>	
14								29,30	29,95	31,27
14A		The second second second		27.86					31.15	32,52
15				29,16						34.06
16								34,53		
17				33,91	34.72					39.64
18	30,32	32.70	35,43	36,29	37.15	38.03	38,88	39.76	40,63	42.43

2021 H	DURLY F		(40 hour	8)	2.25%					
Grade	Step 0	Step 1		Step 3			Step 8	Step 11	Step 14	Step 20
1	10.53				13,10	13,29	13.29	13,67	13,86	14.46
2	11.03		13.24	13,44	13,64	13,83	14.03	14.34	14,65	15.28
3	11.53	12.64	13,74	13,96	14,17	14.38	14.60	14.92	15,23	15,89
4	12.03		14.24	14,47	14.70	14,94			15.83	16.52
5	12.66			16.12	15,37	15.62	15.89	16.24	16,59	17.31
6	13,28	14.39	15,49	15,78	16,10		16.73	17,10	17.47	18.23
7	13.99				16,98	17.32	17.67	18.06		
8	14.81	15.95			18,00		18,75	19,16	19.56	20,43
9	15.78	16,99	18,38	18.79	19,19	19,60	20,00	20.44	20.89	21.80
10	16.87	18.17	19.66	20.11	20.56	21,02	21.47	21.95	22,42	23,40
11	18.09	19.49	21,09	21,60	22,10	22,59			24.12	26.18
12	19,48	20,98	22,71	23.26		24.35	24.90	25,46	26.01	27.16
13			24.69	25.18	26.78	26,36	26.96	27.68	28,16	29,40
13A	22.00		25.67	26.28	26,90	27.51			29,39	30,68
14	22.91	24,70	26.74	27,38	28,03	28,67	29.31	29,96	30.62	31.97
14A	23,83	25,69	27.82	28,49	29,15	29,82	30,49	31.17	31.85	33.26
15	24.94	26,88	29.11	29,82		31.22	31.92	32.64	33.36	34.82
16	26.96	29.07	31,48			33.78		35.31	36,08	37,68
17	28,98	31.25	33,85	34,68	35,50	36.33	37.15	37,98	38,81	40.53
18	31.00	33,43	36.22	37.11	37,99	38,88	39,76	40,65	41,54	43,39

# APPENDIX B CSEA UNIT 7000 HOURLY RATES 40 HOURS PER WEEK JANUARY 1, 2020 - DECEMBER 31, 2023

2022 H	OURLY F	RATES	(40 hours	8)	2,25%					
Grade	Stop 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 8	Step 11		Step 20
1	10.76	11.90		13.21	13,40	13.58		13.88		
2	11,28	12.41	13.54	13,74	13.94		14.35	14.66		
3	11.79	12.92	14.05	14.27	14,49	14.71	14.92	15.26	16.68	16.25
4	12,30	13,43	14,56	14.80	15,03	16.27	15.51	15.85	16.19	
5	12.94	14.07	15.20	15,46	15,71	15.97	16,25		16.97	
6	13,58	14.71	16.84	16.14	16,46	16,78	17.11	17.49	17.86	18.64
7	14.30				17.36		18,08			
8	15,15	16.31					19.17	19,59		
9	16.13	17.37	18.79	19.21	19,62	20.04	20,46	20,90		
10	17.25	18.68	20,10	20.57			21.95	22,44	22,93	23.93
11	18,50	19,93	21,57	22,08	22.59	23,10	23.62	24.14	24,67	25.76
12	19.91	21.46	23,22	23.79	24.34	24.90	25.46			
13	21.55	23.22	25.15	25.76	26.35	26,96	27.56	28,18		
13A	22.49	24.24	26.25	26.88	27,61	28.13				ئے۔ سے سینی میلیات
14	23,43	25.25	27,35	28.00	28,66	29,31	29.97	30,64	31,31	32.69
14A	24.37	26,27	28,45	29.13	29.81	30.49	31,17			
16	25,50	27.49	29.77	30.49	31.20	31.92	32,64	33,37	34.10	35.61
16	27,56	29.72	32.19	32,97	33.76	34,54	35,31	36.10	36,88	38.53
17	29.63	31,95	34,61	35.46	36,30	37.16	37.98	38.83	39,68	41.45
18	31.70	34,19	37.04	37.94	38.84	39,76	40.65	41.57	42.48	44,36

2023 H	OURLY F	RATES	(40 hours	8)	2.25%					
Grade	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 8	Step 11	Step 14	Step 20
1	11.00	12,16			13,70	13.89	13.89			
2	11.53	12,69	13.84	14.05	14.26	14.46		14.99		15,97
3	12.06	13.22	14.37	14.59		A A A A A A A A A A A A A A A A A A				
4	12.58									
5	13,23	14.39								
6			***************************************				State Seed and seed on the seed of the seed on the seed of the seed on the see			
7	14.63									
8	16.49						<u> </u>			
9								21,37		
10										
.11							1	<u> </u>		
12										
13								<u> </u>		
13A										
14								•		
14A							·			
16		28,10								
16					34.51		1			لصند وحصوما
17	30,30									
18	32,41	34.96	37.87	38,80	39,72	40.65	41.57	42,50	43,43	45.36