



AGREEMENT

By and Between

Essex County

and

CSEA, Local 1000 AFSCME, AFL-CIO

ESSEX COUNTY UNIT 6800

EMPLOYEES LOCAL 816



Contract Term

January 1, 2022, thru December 31, 2023

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ARTICLE 1. DEFINITIONS

Accrual(s)	Sums which have been accumulated in a regularly recurring period, for the purposes of this agreement. A regularly recurring period is defined as a calendar year and represents benefits that an employee may accumulate or receive in regular or increasing amounts for actually performing work duties or for time while on paid leave. It is necessary to work or be on paid leave for at least eleven (11) days a month in order to earn leave benefit accruals.
Adjusted Benefit Date	Shall mean the date on which an Employee is hired, adjusted by adding any period of more than five consecutive days during which the Employee does not appear on the payroll. This date affects accrual of leave time and payment of health insurance premiums.
Adjusted Longevity or Increment Date	Shall mean the date on which an employee is hired, adjusted by adding any period of more than 5 consecutive days during which the employee does not appear on the payroll. This date affects the eligibility dates for increments or longevity payments.
Agreement	Shall mean the express written provisions of this contract only.
Anniversary Date	Shall mean the date the employee becomes eligible for benefits as defined within the contract. Anniversary Date can be referred to as Benefit Date. Anniversary or Benefit Date differs from Hire Date in those cases when employees hired as a part-time employee without benefits. Anniversary or Benefit dates are adjusted for unpaid time off the payroll in such cases when an employee is removed for the payroll for any reason.
Appropriate Legislative Body	Shall mean, for the purpose of Article 14 of the New York State Civil Service capital law, the Essex County Board of Supervisors.
Arbitrary and Capricious	Absence of a rational connection between the facts found in the choice made.
Association Representative	Shall mean the CSEA Unit President or his/her designee.
Brand Name Drug Copay Assistance Program	For the purposes of this agreement, a Brand Name Drug Copay Assistance Program is defined as a program available thru Drug Manufacturers which will provide copay assistance to individual members when the cost of copays is prohibitive. The terms and

	conditions of such programs for the purposes of this agreement are defined within Article 32. Drug Card Benefits.
Cafeteria Plan	Within certain Internal Revenue Services (IRS) statutory constraints, a cafeteria plan allows an employee to divert salary to employee benefits on a pretax basis. Details of the County's Cafeteria Plan is available in the Personnel Office.
Call In – Seasonal	Shall mean the procedure used for calling in employees outside the normal work hours with such call in limited to a particular season as determined by the Sheriff and/or his designee.
Call In	Shall mean the procedure used for calling in employees outside the normal work hours.
Catastrophic/Serious Temporary Disability	For the purposes of this agreement, shall mean an illness or injury resulting in a medical condition for which a physician has certified that the condition is likely to result in a loss of 2 weeks or more of work days during a 12-month period.
Continuous Service	Period during which an employee is continuously employed by the same employer, in this case Essex County.
Controverted Claim	For the purposes of this agreement, a controverted claim is any work-related injury claim whereby the County or its program administrators determine and officially notify the Worker's Compensation Board that it does not agree to such injury claim.
County	As used in this agreement, means the County of Essex and its units of government. For the purposes of this agreement the County of Essex shall mean the Employer.
County Manager	Shall be the highest-level staff manager employed by the County. If the position is not filled, the words "Chairperson of the County or his/her designee" shall be substituted for the words "County Manager" wherever used in this agreement.
Date of Hire	Means the date on which an employee is hired by the County.
Day(s)	Shall mean calendar day(s) unless otherwise specified.
Desk Audit	A Desk Audit is an action taken by the Personnel Officer based upon a request of the appointing authority or an employee, to determine if the work being performed within a particular position is appropriate for the title being used for this position.

Emergency	Shall mean a sudden, unforeseen occurrence.
Employee	<p>Shall mean employee(s) in the bargaining unit shall be defined as follows;</p> <p>Full Time – Those employees hired on a permanent basis who worked a full schedule of regular hours as defined for the department within the terms and conditions of this contract. Under no circumstance will Full Time be considered less than thirty-five (35) hours. Such employee shall be entitled full-time benefits, unless otherwise identified within this contract.</p> <p>Part Time with Benefits – Those employees hired on a permanent basis who worked twenty (20) hours or more per week. Such employee shall be entitled to Individual Health Insurance Coverage at the applicable rates as defined within this agreement. All other benefits provided for employees within their particular department shall be prorated based been the appropriate percentage of time they work for the Department Hours as defined within this agreement.</p> <p>Part Time Without Benefits – Those employees hired on a permanent basis who work less than twenty (20) hours per week. Such employees shall not be entitled to benefits but shall be considered bargaining unit employees.</p> <p>Per Diem - Those employees hired on an "as needed" basis and work intermittently. Such employee shall not be entitled to benefits and are not part of the bargaining unit.</p>
Employer	Shall mean Essex County.
Equivalent Hours	Number of hours equal to the standard workday, calculated based on the appropriate days times the hours of the standard workday for that employee’s department.
Fair Labor Standards Act	A federal law that guarantees a worker’s rights to be paid fairly. The FLSA defines the 40-hour workweek, sets out the federal minimum wage, states the requirements for overtime and places restrictions on child labor.
False Pretenses	Representation of some fact or circumstance which is not true and is calculated to mislead.

Flexible Lunch Period	For the purposes of this agreement, Flexible Lunch Period is defined as the ability of a Department Head to grant specific adjustment to the duration and timing of mandatory meal break periods. Such requirements are defined within Article 14. – Hours of Work
Flexible Starting / Stopping Times	For the purposes of this agreement, Flexible Starting / Stopping Times is defined as the ability of a Department Head to grant specific adjustments to when an employee may start and end the work day within the confines of a normal work week. Such requirements are defined within Article 14. – Hours of Work
Flexible Work Week	For the purposes of this agreement, Flexible Work Week is defined as the ability of a Department Head to grant specific adjustments to the normal work week schedule which may include changes to the number of hours worked per day, number of days worked per week, but must ultimately equal the normal work week hours as defined for each department. Such requirements are defined within Article 14. – Hours of Work
Formulary	<p>For the purposes of this agreement shall be in reference to drugs approved and purchased under the County’s Self-Insured Drug plan managed by the County’s Pharmacy Benefit Manager and shall include the following;</p> <p>Open Formulary which refers to the County’s Self-Insured Drug plan which covers the purchase of all brand name drugs.</p> <p>Closed Formulary which refers to the County’s Self-Insured Drug plan which limits the purchase of brand name drugs to those contained within the plan offered by the Pharmacy Benefit Manager, such limits shall be controlled by the provisions of Article 32. Drug Card Benefits.</p>
Hire Date	The date the employee is actually hired regardless of any benefit entitlements.
Holiday(s)	Shall mean only those holidays specifically identified in this agreement.
Holiday Comp	Shall mean the compensatory time earned as per the provisions of Article 13. Holiday.

Immediate Family	Shall mean father, mother, sister, brother, son, daughter, mother-in-law or father-in-law, sister-in-law, brother-in-law of present marriage, spouse residing in employee's household, stepparents, stepchildren and Certified Domestic Partner.
Just Cause	<p>A standard or test often applied to determine the appropriateness of disciplinary action. The factors that may be considered in determining just cause include but are not limited to:</p> <p>(1) Forewarning;</p> <p>(2) Reasonableness of the rule or standard that was violated;</p> <p>(3) The presence of a supervisory or other type of investigation to verify employee culpability in the circumstances of the violation;</p> <p>(4) Establishment approved at a level consistent the disciplinary action being taken;</p> <p>(5) Prior consistent enforcement of the rule or standard that has been violated;</p> <p>(6) Disciplinary action proportional to the offense.</p>
Longevity	Shall mean payments made over and above an employee's regular hourly rate of pay based on years of service with the County.
Maternity Disability	Maternity related disabilities are treated as any other illness. You are disabled when your physician and/or the County's disability insurance carrier determines that due to your sickness or illness, you are unable to perform the material and substantial duties of your regular duty assignments.
Newly Hired	For the purposes of this agreement, Newly Hired is defined as an employee who has never previously been hired by the County. Specifically, as it applies to hired PRIOR to or hired AFTER 2009, contained within Article 5., Compensation; an employee previously hired by the County prior to 2009, and then re-hired AFTER 2009, would not be defined as "Newly Hired" as it applies to the AFTER 2009 wage rate reduction.
Parties	Shall mean the CSEA Inc. and the County.

Per Diem	Shall mean a person who is not scheduled to work as a regular employee but works intermittently on an as needed basis.
Pharmacy Benefit Manager (PBM)	The County's contractor hired to manage the disbursement and claims associated with the County's Self-Insured Drug Plan.
Plan Disruption	For the purposes of this agreement, is a measure of potential denial of specific drug brands without an available substitute brand.
Promotion	Shall mean that an employee has been successful in their current level of job responsibilities and deserves to advance to a higher position title would more responsibilities in order to earn a higher rate of pay. Such advancement shall be in accordance with New York State and Local Civil Service Rules.
Ratification	A process of examination and approval by the appropriate parties, in this case the Board of Supervisors and the CSEA membership, which must be concluded before the agreement can take effect.
Reallocation	Reallocation is an action taken by the Board of Supervisors, based upon the recommendations of the personnel officer to move a particular position title from one grade level to a different grade level. This reallocation is a change in the value of the position title and is not a reflection of any individual employee's work.
Reassignment	Reassignment is the movement of an employee from one position to another position within a department or division under the same appointing authority.
Reclassification	Reclassification is the action taken by the Personnel Officer based upon review of a civil service position. A reclassification occurs when the Personnel Officer believes that the title is not appropriate for the duties being performed by the employee within a particular position.
Release Time Report	A specific report detailing the time, date and specific issue a Union official has been engaged in and released from County work with Department Head approval.
Section 77 – b of the General Municipal Law	Allows the governing board of municipalities to authorize any officer or employee to attend a conference, convention or school conducted for the betterment of such municipality.

Seniority	Shall be based on the day of employment within the bargaining unit except where otherwise specifically defined in this Agreement and/or as may be required under Civil Service Rules and Regulations.
Strike	Shall mean any strike or concerted stoppage of work or slow down by employees as defined by the Taylor Law.
Subpoena or Court Order	Judicial process commanding a person to appear.
Supersede	Shall mean in the place of or supplant.
Taylor Law	Shall mean the Public Employees Fair Employment Act; Article 14 of the New York State Civil Service Law.
Temporary Employee	Shall mean an employee who is assigned to an encumbered position on a temporary basis. Temporary employees working full-time shall be entitled to all benefits after serving any position for four (4) months on a full-time basis.
Transitional Duty	Is defined as when the County makes temporary and reasonable accommodations which will enable the employee to gradually return to his/her position at full duty. Transitional Duty will never be offered as a permanent alternative to regular duty.
Workday	Shall mean seven (7) or more hours per day inclusive of one (1) hour for meals unless otherwise specified within this agreement.
Workweek	Shall be as defined within this agreement.

ARTICLE 2. RECOGNITION

A) Essex County (hereinafter referred to as the County), having determined that the majority of bargaining unit employees, hereby recognizes the Civil Service Employees Association, Local 1000 American Federation of State, County and Municipal Employees AFL-CIO, Essex County Unit of Local 816 (hereinafter referred to as the Association), as the sole and exclusive negotiating agent for the Essex County employees except for elected or appointed official, exempt employees, Department Heads, employees of the Personnel Office, employees of the Office of the County Manager (other than those employees working in Information Systems), employees of the Clerk of the Board, per diems and the following confidential and managerial positions:

Assistant Civil Engineer	Deputy Director of Emergency Services
Enhanced 911 Coordinator	Payroll Specialist
Assistant Director of Community Mental Health Services	Director of Public Health
Assistant Director of Real Property	Director of Social Services
County Manager	Election Clerk
Commissioner of Elections	Director of Community Mental Health Services
County Auditor	Motor Vehicle Supervisors
Deputy County Auditor	Secretary to the County Attorney
Deputy County Clerk	Secretary to the District Attorney
Deputy Directory of Real Property Tax Services	Senior Programmer / Analyst
Deputy Superintendent for Public Works	Social Services Attorneys
Deputy Treasurer (2)	Health and Safety Officer
Superintendent of Public Works	Supervising Public Health Nurses
Deputy County Planner	Deputy Commissioner of Social Services for Administrative Services
Deputy Commissioner of Social Services for Programming	Deputy Information Systems Director
Head Social Welfare Examiner	Director of Staff and Organizational Development
Director of Patient Services	Home Health Agency Administrator
Director of Eligibility	Environmental Manager
Social Services Fiscal Services Administrator	EMS Coordinator
Legal Assistant	Systems Programmer/Web Developer
Information Systems Coordinator	Deputy Director of Administrative Services
Supervising Psychiatric Social Worker	Director of Preventive Services
Children's Services Coordinator	Child Support Coordinator
Public Health Program Coordinator	Director of Clinical Mental Health Services
Project Manager	Assistant Project Manager
Office Manager	Facility and Events Coordinator
Senior Engineering Technician	Director of Health Planning and Promotion
Paralegal	

B) Pursuant to the requirement of Section 207(3) (b) of the Public Employees Fair Employment Act, the Essex County Unit of the CSEA affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such strike.

ARTICLE 3. NEGOTIATIONS PROCEDURES

- A) The terms and conditions of employment provided in this Agreement shall remain in effect until the expiration of the contract or unless altered by mutual agreement.
- B) Neither party in any negotiations shall have any control over the selection of the representatives of the other party, and each party may select its representatives from within or without Essex County. While no final agreement shall be executed without ratification approval by the Association and approval by the County, the parties mutually pledge that their representatives will have all necessary power and authority to make proposals and reach agreement in the course of negotiations.
- C) The Parties shall notify each other prior to the commencement of negotiations the names of the members of their respective negotiating teams. Neither team shall name more than 10 members (not counting the chief negotiators) to their respective team. The parties may appoint alternate members to fill any potential vacancies during the term of the negotiations and shall provide the list of alternates at the same time as the team members are provided. The Parties shall always be represented by at least three (3) members of their team at the negotiating table in order for a negotiation session to be considered valid.
- D) The Parties shall begin negotiating a successor agreement no later than June 1st of the last year of the Agreement. In the event the Parties desire to negotiate a successor agreement prior to the June 1st date, then written notifications must be provided to the County Manager and the Unit President by the respective parties indicating the desire to begin negotiations earlier than the required date.

ARTICLE 4. DEDUCTIONS

- A) The County agrees to deduct CSEA membership dues from the wages of all bargaining unit employees, who have signed a dues authorization, on the first (1st) pay period of each month. All dues deducted shall be transmitted to CSEA, Inc., 143 Washington Ave., Capital Station, Albany, New York 12224-9989, preferably electronically.
- B) The County agrees to send a list to CSEA Unit President, CSEA Labor Relations Specialist and the CSEA Membership Department a listing, containing the name, address, and department of all new bargaining unit employees, at the end of each month along with those promoted and/or transferred or terminated at the end of each month.

A complete listing of all bargaining unit employees with the same information will be sent March 31st, June 30th, September 30th and December 31st.

- C) Any employee who wishes to terminate membership with CSEA shall do so in accordance with the terms of his/her dues authorization by contacting CSEA Member Response Group at 1-800-342-4146. The Association agrees to indemnify and hold

harmless the County, each member of the Board of Supervisors and all agents and/or designees of the County against any and all claims, costs, suits or other forms of liability and all court costs arising as a result of deductions taken out by the County in accordance with the terms of this Agreement.

- D) The County shall permit payroll deduction authorization for the Deferred Compensation Program, CSEA sponsored insurances, ~~and agency fee~~ and will permit direct electronic deposit authorization.
- E) New Employee Orientation – Within thirty (30) days of providing the new hire notice, Employer shall allow a designated CSEA representative to meet with a new employee privately for a reasonable amount of time, not to exceed 30 minutes, to educate them about the Union.

ARTICLE 5. CSEA PRIVILEGES / AUTHORIZED ABSENCE WITH PAY

- A) The County will allow a maximum of fifteen (15) minutes per employee on a semi-annual basis, during working hours, for a non-employee representative of CSEA to explain membership services and programs provided it does not interfere with any employee's work responsibilities. Such arrangements shall be coordinated through the appropriate Department Heads.
- B) The CSEA Unit President or his designee shall be permitted a maximum of ten (10) days per year without loss of pay or other benefits to attend regional or statewide conventions or meetings and CSEA Board of Directors meetings.
- C) The County will provide the CSEA Unit President or his designee with copies of all public County Board of Supervisors Committee and Board meeting minutes and proposed or enacted resolutions as soon as they are available for distribution.
- D) An employee may be excused at the discretion of the department head, without charge to vacation time, sick leave, personal leave, or any other leave, upon submission of satisfactory evidence to the department head of one of the following reasons:
 - 1) Absence for court attendance under subpoena or court order, provided that neither the employee nor anyone related to the employee has a personal interest in the case and such attendance is not related to any other employment.
 - 2) Absence to attend an administrative hearing or conference, a grievance, or a court case, related to County employment, notwithstanding that the employee may have a personal interest therein.
 - 3) Absence to attend an official investigation or related interview.

- 4) Absence to attend an Essex County Civil Service examination, interview, or appointment interview in relation to an eligible list for employment by Essex County, or any physical examination in relation thereto.
 - 5) Absence to attend conferences, conventions, or schools pursuant to Section 77-b of the General Municipal Law.
 - 6) The Unit President when engaging in departmental administration of the Collecting Bargaining Agreement will provide the County Labor/Management Committee with a release time report on a quarterly basis of such activity.
- E) The CSEA Unit President or his designee shall be permitted up to a maximum of four (4) hours per month without loss of pay or other benefits to conduct CSEA business. These four (4) hours will be designated as the same day as the monthly labor-management meetings and will be in addition to time spent at such meetings.

ARTICLE 6. JOINT COMMITTEES

A) Labor/Management Committee

- 1) Each side shall appoint three (3) members to this Committee to meet bi-monthly to resolve problems and to establish a firm relationship between the County and the Association to promote harmonious coexistence.
- 2) Nothing contained herein shall prevent the Labor/Management Committee from meeting more often by mutual consent. Additionally, the Labor/Management Committee may by mutual agreement create other such Committees for the purposes of addressing specific issues related to Health, Life and Safety.

ARTICLE 7. LEAVE OF ABSENCE

- A) Leave of Absence for a specified time, not to exceed one (1) year, without pay, for a sufficient reason may be granted to an employee by the County Manager upon the written request of the employee with at least two (2) weeks written notice to the Department Head.
- B) The Department Head shall review the application and submit the application along with a recommendation to the County Manager within two (2) workdays following receipt of such application.
- C) The granting or denial of all leaves of absence, except as required by law, shall be at the discretion of the County Manager provided any denial shall not be for arbitrary and capricious reasons.
- D) If the request for unpaid leave is denied, the matter may be referred to the County Personnel Committee only for the purpose of determining if the denial was arbitrary and capricious. The denial of a leave of absence shall not be an item for grievance.

ARTICLE 8. SICK LEAVE

- A) The sole purpose of this provision is to provide sick leave for those employees who suffer from a personal illness and/or injury and are unable to perform their job function except that sick leave may be utilized for an illness or injury in an employee's immediate family and for doctor and dental appointments. Any employee who claims sick leave under false pretenses may be subject to immediate disciplinary action.
- B) Employees hired on or prior to March 23, 1989 shall be granted eighteen (18) sick days per year. Employees hired after March 23, 1989 shall be granted thirteen (13) sick days per year.
- C) All Sick Leave time will be based upon a calendar year. Sick leave time will be credited as follows;
 - 1) All employees entitled sick leave time shall be credited to the employee monthly. For example, an employee earning 18 days of sick leave shall be credited 1.5 days of sick leave time, which shall be available for use after such earned accrual.
- D) New hires will be credited a prorated amount of the thirteen days of sick leave time they are entitled to, dependent upon the actual date of hire within the calendar year, and such accrual of such sick time shall be provided based upon Section (C) Subsection 1., noted above.
- E) New employees hired on or before the fifteenth (15th) of the month, will be credited with an anniversary date as of the first of that month. New employees hired after the fifteenth (15th) day of the month will be credited with an anniversary date as of the first day of the next month. These dates will be used for the purpose of determining the prorated amount of sick time available in their first year.
- F) All references to days in this Article shall be converted to equivalent hours. The hourly credit for these days will be calculated based on the appropriate days times the hours of a normal workday for that employee's department.
- G) Upon becoming sick or disabled, an employee shall, during his sickness or disability, be granted sick leave with pay to the extent of the unused sick leave time accumulated.
- H) Sick leave time shall be considered for all purposes as continuous service. In the case of retirement, the provisions of Section 41-j under the New York State Retirement System shall prevail.
- I) Any employee who is incapable of performing her duties because of maternity disability may utilize accumulated sick leave credits during such absence. A maternity leave shall be considered to commence on the date when the employee is no longer capable of performing her regular duties and shall end on the date that

the employee can resume the performance of her regular duties. The employee may be requested or required to bring in a doctor's notice to verify the date when the employee is not capable of performing her duties or when the employee is capable of returning to work.

- J) When an employee is absent from work because of sickness or disability, the Department Head may require a physician's certificate, an examination or other acceptable medical evidence for any absence. If a doctor's examination is called for, it shall be paid for by the County provided the results establish a bona fide illness or disability.
- K) When such a certificate is required, it will be so noted on the employee's time record. When the illness or disability is five (5) days or longer in duration, a physician's certificate is required at the end of the fifth day and for each five (5) workdays of continuous absence thereafter (this requirement is waived when an employee is confined to a hospital). Such certificate shall state the nature of the illness or disability and the expected date of return to work.
- L) Employees shall be entitled to accumulate up to a maximum of the equivalent hours for two hundred forty-five (245) days of sick leave. For those employees who have accumulated more than the equivalent hours of two hundred forty-five (245) days of sick leave, they shall not be allowed to accumulate any additional sick leave until such time that they have less than the equivalent hours for two hundred forty-five (245) days. The exception to this maximum amount is covered under Section M of this Article.
- M) Employees who retire from County service shall be entitled to one hundred per cent (100%) of their normal daily rate for each day of accumulated sick leave over one hundred sixty-five (165) workdays, however, under no circumstances will an employee be entitled to payment of more than the equivalent of thirty-five (35) sick days of compensation, under this section.
- N) When an employee is absent from work due to illness or injury, said employee will make every reasonable effort to notify the appropriate County official (i.e., Department Head) prior to the beginning of the workday or as soon thereafter as feasible.
- O) Any unused personal time may be converted to sick time at the end of the year even if it results in exceeding or adding to more than the equivalent hours of two hundred forty-five (245) sick days accumulated.

ARTICLE 9. SICK LEAVE BANK

- A) Statement of Policy

- 1) It is the understanding and policy of Essex County and CSEA to encourage every employee to recognize leave time as a negotiated benefit and to utilize such leave for the purpose for which it is intended. It is further understood that there may be circumstances in which an employee would require additional leave time to accommodate a catastrophic illness or serious temporary disability, extending beyond two weeks in duration. Such two weeks duration need not be on a continuous basis, but rather may be on an as needed basis for treatments such as chemotherapy for cancer or other such catastrophic illness or injury. It is on this basis that an agreement has been reached to establish a Sick Leave Bank.
- 2) Sick Leave Bank time cannot be used to supplement Workers Compensation except as provided below;
 - a) In the event a Workers Compensation Claim is controverted, the employee may request time from the bank until such time as a decision is reached regarding the controverted claim. If the controverted claim results in a back payment of sick time such payment shall be used to repay the Sick Leave Bank.
 - b) In the event an employee is determined to be able to do transitional duty to supplement their Workers Compensation Claim, but the County is unable to find a transitional duty assignment, then the employee may apply to the Sick Leave Bank Committee for possible Sick Leave Bank time.
- 3) In the event of a catastrophic illness / injury or serious temporary disability to an employee's spouse, certified domestic partner or child, Sick Bank time may be requested by the employee for care of such spouse, certified domestic partner or child in an amount not to exceed forty-five (45) days. Such request shall be made in accordance with the Administrative Procedures of the Sick Leave Bank as detailed below.
- 4) In the event an employee has no accumulated leave time due to a prior catastrophic illness/injury or serious temporary disability which occurred within the previous two (2) years, and such employee utilized their own accumulated time without use of the sick leave bank, and provided the employee can document such condition to the sick bank committee; under such conditions the employee may be considered eligible for time from the sick leave bank for an illness, injury or temporary disability which would not ordinarily be provided for under this Article, subject to approval of the sick bank committee.

B) Administrative Procedures

- 1) The Sick Leave Bank shall be administered by the Personnel Director and the County Manager, or their designees and two representatives designated by the CSEA Unit President. This group will become the Sick Leave Bank Committee (SLBC).

- 2) Each request for Sick Leave Bank time will be reviewed and a decision will be reached by a majority vote of the SLBC.
- 3) For the purpose of breaking a tie vote among the committee, a list of ten people will be created, five from the CSEA and five from the County. One member of the list of ten will be randomly selected by use of Random Ware software or other such similar computer random generation software program. This selected member will be the tie breaking vote within the committee.
- 4) The Committee's decision is final and is not subject to appeal or the grievance procedure.
- 5) The Committee will determine the number of days to be granted, not to exceed 50 workdays per request, or a total of 150 lifetime days per employee.
- 6) New employees with less than one year of service shall only be entitled to a maximum of twenty-five (25) days.
- 7) Request to use Sick Leave Bank Time automatically allows the SLBC members to review the requesting employee's leave time record without further authorization.
- 8) The Committee shall meet within ten (10) working days from the receipt of the request in the Department of Personnel.
- 9) The employee and the Department Head shall be notified in writing within five (5) working days of the Committee's final determination.

C) Sick Leave Bank Time Procedures

- 1) The Sick Leave Bank is a mandatory participation program.
- 2) One day of sick leave time will be deducted from the employees total Sick Leave Accruals in January of each year and credited to the Sick Leave Bank, unless previously determined by the SLBC to be not necessary.
- 3) New employees hired before September 1st of the calendar year will contribute a prorated number of hours based upon the number of months which they will be employed by Essex County prior to the start of the new year.
- 4) New employees hired after September 1st of the calendar year will be allowed to postpone their contribution until January of the following year.
- 5) Less than full time employees will be required to donate based upon a prorated amount of their percentage of a normal workday and/or weekly schedule.
- 6) The SLBC will meet in June of each year to determine if an additional canvas of time will be needed to supplement the bank for the remainder of the calendar year. No more than one additional canvas may be done within any calendar year.

- 7) Mandatory donation of time may not be necessary each year, the SLBC will meet no later than November of each year to review how much time is available in the Bank. If no donation is needed for the following year employees will be notified.
- 8) Employees have the option to donate some or all of their accumulated sick time to the Sick Leave Bank when they voluntarily leave the County service.
- 9) Lost sick time due to the death of an employee will be applied to the Sick Leave Bank to help maintain a sick leave time balance.

D) Application Procedures:

- 1) All accrued leave credits, including sick, vacation and personal time must be depleted prior to approval of leave from the Sick Leave Bank. Employees are encouraged to make application prior to such depletion of time if it is anticipated that the need for time will become necessary.
- 2) Each request shall be made on a prescribed form (available thru the Personnel Office) with a Physician's Certification form (available thru the Personnel Office).
- 3) Approved sick leave will be applied only during a current or future payroll period. It shall not be applied retroactively if the payroll period is complete prior to the Committee's decision.
- 4) All documents shall be submitted first to the Department Head and then to the Personnel Office.

ARTICLE 10. BEREAVEMENT LEAVE

- A) Employees will be permitted to use a maximum of three (3) days per death in the immediate family without loss of pay or deduction from any other accumulated credits. Use of such days shall be subject to approval of the Department Head based upon funeral arrangements as appropriate.
- B) Should an employee be notified of a death in his/her immediate family during the workday, then said employee shall be permitted to take the remainder of the workday off without any charges to his/her leave credits nor shall such day count toward his/her three (3) bereavement days as spelled out above.
- C) Immediate family shall be defined as father, mother, sister, brother, son, daughter, mother-in-law or father-in-law, brother-in-law, sister-in-law of present marriage, spouse residing in employee's household, certified domestic partner, stepparents, and stepchildren.
- D) Employees will be permitted to use a maximum of two (2) workdays for a death of the employee's grandmother, grandfather, grandchildren, aunt, uncle, niece, or nephew without loss of pay or deductions from other accumulated credits.

- E) In the event a burial takes place at a later time, due to seasonal conditions, then the employee will be allowed to utilize the day(s) necessary for the burial at that time, subject to approval of the Department Head. The Department Head may request verification by way of obituary notice or other such acceptable proof of burial date.
- F) Use of additional personal and/or vacation time may be requested by the employee in the event of unusual circumstances related to a death in the family as identified above, such use of the employee's own time shall not be unreasonably denied by the Department Head, provided the employee provides a reasonable explanation of such request.

ARTICLE 11. PERSONAL LEAVE

- A) The purpose for personal leave is to provide employees time off for conducting personal matters that could not otherwise be conducted outside the normal work hours. Examples of proper use would be for important family matters, physician, or dental appointments, conducting personal legal affairs, family illness and conducting personal business matters.
- B) Personal leave must be approved by the employee's Department Head and, except in the case of emergencies requiring the employee's presence, will not be granted if such absence will interfere in the proper conduct of governmental functions necessitating the presence of the employee. Such request for Personal leave will not be denied solely because it may create an overtime situation within the department.
- C) Requests for personal leave shall be made to the Department Head as soon as possible with at least twenty-four (24) hours' notice, except in the case of a personal emergency.
- D) The intent of the parties is to provide five (5) days of personal leave non-cumulative per year for employees after their third year of service.
- E) New hires shall receive two (2) days of personal leave in their first year, such two (2) days shall be prorated based upon the date of hire within the first year, three (3) days in their second year and four (4) days in their third year. Thereafter they will receive five (5) days.
- F) Personal leave time will be credited in January and available for use at that time.
- G) All personal leave is non-cumulative.
- H) Unused personal leave shall be credited to sick leave annually on December 31st.
- I) All references to days in this Article shall be converted to equivalent hours. The hourly credit for these days will be calculated based on the appropriate days times the hours of a normal workday for that employee's department.

ARTICLE 12. VACATION

- A) Employees shall be entitled to vacation time in accordance with the following categories:
- 1) Category One: Twenty (20) days per year.
 - a) Employees hired prior to January 1, 1999
 - 2) Category Two: Eighteen (18) days per year.
 - a) Employees hired after January 1, 1999 and have at least eight (8) complete years or more of service with the County.
 - 3) Category Three: Fifteen (15) days per year.
 - a) Employees hired after January 1, 1999 and have at least five (5) complete years or more but less than eight (8) complete years of service with the County.
 - 4) Category Four: Twelve (12) days per year.
 - a) Employees hired after January 1, 1999 and have at least three (3) complete years or more but less than five (5) complete years of service with the County.
 - 5) Category Five: Nine (9) days per year.
 - a) Employees hired after January 1, 1999, with less than three (3) complete years of service with the County.
- B) All vacation time will be based on a calendar year. Vacation time will be credited in January and available for use at that time.
- C) If an employee is due to move to a category with a higher benefit level within the ensuring calendar year that employee will be given the credit for the higher category.
- D) New hires will be credited a prorated amount of vacation time based upon the date of hire in their first year.
- E) New employees hired on or before the fifteenth (15th) of the month, will be credited with an anniversary date as of the first of that month. New employees hired after the fifteenth (15th) day of the month will be credited with an anniversary date as of the first day of the next month. These dates will be used for the purpose of determining the prorated amount of vacation time available in their first year.
- F) Employees shall be entitled to accrued vacation time up to a maximum of thirty (30) days. Newly hired employees, after January 1, 2018, shall be limited to accrual of a maximum of twenty (20) days, during the first five (5) years of service with the County. Once the employees have exceeded five (5) years of continuous service with the County then their ability to accrue thirty (30) days of vacation time would apply.

- G) An employee who has reached the maximum 30 days of accrual, or for newly hired employees within their first five years who reach the maximum 20 days of accrual, shall be entitled to his/her additional vacation credit for the upcoming calendar year as it is provided in January of each year. However, the employee must use the additional time above the 30 days (or 20 days for newly hired employees) within that calendar year. The intent of the parties is that no employee will have more than the maximum allowable vacation time as identified in Sub-Section F) above, on the books on December 31st of each calendar year. Any amounts above the maximums, on December 31st of each calendar year will be lost.
- H) If an employee is in danger of exceeding the maximums and his/her department head is unable or unwilling to schedule the time necessary to get below such maximums, the employee may appeal in writing to the County Manager to schedule the necessary time off to reduce or remove the amount of time above the such maximums.
- I) If an employee leaves the service of the County, either by voluntary resignation, retirement or in the event of death, said employee shall be entitled to receive a cash payment for any accrued vacation time earned and retained in the previous calendar year, plus a prorated amount of time for the current calendar year based upon the date the employee leaves service, provided that under no circumstances shall said time exceed maximums as defined.
- J) Employees requesting the use of vacation time which equals or exceeds five (5) consecutive days in length, shall be notified by the Department Head of the approval or disapproval of such request within five (5) business days. All other request for use of vacation time in increments less than five (5) days shall be processed by the Department Head in a timely fashion.
- K) All references to days in this Article shall be converted to equivalent hours. The hourly credit for these days will be calculated based on the appropriate days times the hour of a normal workday for that employee's department.

ARTICLE 13. HOLIDAYS

A) Holidays shall be granted as follows:

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

Labor Day

- B) Holiday Benefits defined for employees working a Standard Work Week defined as Monday thru Friday shall be based upon the following conditions:
- 1) For all holidays, other than Thanksgiving, Christmas and New Year's Day such employees shall be entitled to the following benefits;
 - a) Equivalent comp time for all hours worked on the holiday, or for all hours worked on the day designated as the holiday.
 - b) Shall be paid at their normal hourly rate for all hours worked on the holiday or such designated holiday.
 - 2) For Thanksgiving, Christmas and New Year's Day such employees shall be entitled to the following benefits;
 - a) Equivalent comp time for all hours worked on the holiday, or for all hours worked on the day designated as the holiday.
 - b) Shall be paid one and one half (1 ½) times their normal hourly rate for all hours worked on such holidays or such designated holiday.
- C) Holiday Benefits defined for employees working a Non-Standard Work Week such as the twenty-four-hour departments or other such shift work departments, shall be based upon the following conditions:
- 1) For all holidays, other than Thanksgiving, Christmas, and New Year's Day such employees shall be entitled to the following benefits;
 - a) Equivalent comp time for all hours worked on the holiday, or for all hours worked on the day designated as the holiday.
 - b) Shall be paid at their normal hourly rate for all hours worked on the holiday or such designated holiday.
 - c) Should an employee be scheduled to work on the holiday(s) as identified above and also be scheduled to work on the day designated as the holiday the following would apply;
 - (i) The designated day would be treated as a comp day and the employee shall be paid at their normal hourly rate for all hours worked on such designated day.
 - (ii) The holiday would be treated as a normal day because the designated day becomes the holiday for the purposes of this benefit, therefore the employee shall be paid their normal hourly rate for all hours worked on such holiday.

- (iii) If such double schedule results in the hours the employee actually works within a work week exceeding the requirement for overtime based upon the Fair Labor Standards Rules or other such condition agreed to within this contract, then the employee must be paid overtime for those hours actually worked over the limits.
- 2) For Thanksgiving, Christmas, and New Year's Day such employees shall be entitled to the following benefits;
 - a) Equivalent comp time for all hours worked on the holiday, or for all hours worked on the day designated as the holiday.
 - b) Shall be paid one and one half (1 ½) times their normal hourly rate for all hours worked on such holidays or such designated holiday.
 - c) Should an employee be scheduled to work on the holiday(s) as identified above and also be scheduled to work on the day designated as the holiday the following would apply;
 - (i) The designated day would be treated as a comp day and the employee shall be paid at their normal hourly rate for all hours worked on such designated day.
 - (ii) The holiday would be treated as an overtime day, and the employee shall be paid at one and one half (1 ½) their normal hourly rate for all hours worked on such holiday.
 - (iii) If such double schedule results in the hours the employee actually works within a work week exceeding the requirement for overtime based upon the Fair Labor Standards Act or other such conditions agreed to within this contract, then the employee must be paid overtime for those hours actually worked over the limits.
- 3) Should a holiday or the day designated as the holiday fall outside of the employee's normal schedule, the employee shall still be entitled to appropriate comp time for the holiday.
- D) If a holiday(s) falls within an employee's vacation period, the vacation period of such employee shall be extended by the holiday(s) that fall within such vacation.
- E) When a holiday falls on a Saturday, employees shall be given Friday off. When a holiday falls on a Sunday, employees shall be given Monday off. In place of Lincoln's birthday there shall be a Floating Holiday to be taken in the calendar year by mutual agreement with the Department Head.
- F) For employees defined as Part Time with Benefits, such benefits as detailed above will be provided prorated based upon the appropriate percentage of time they work of the Departments Hours as defined within Article 13 - Hours of Work.

G) Whenever a schedule change results in a 10 or 12-hour workday any such holiday will be adjusted to reflect the same.

ARTICLE 14. HOURS OF WORK

A) Employees shall be required to work the work week as listed in the table below. The schedule for all departments shall be standardized to Saturday thru Friday.

Department	Hours	Lunch Period	Department	Hours	Lunch Period
Aging	7.5	One Half Un-Paid	Motor Vehicles	7	One Hour Un-Paid
County Clerk	7	One Hour Un-Paid	Community Resources	7.5	One Half Un-Paid
District Attorney	7	One Hour Un-Paid	Probation	8	One Half Un-Paid
DPW / Highway	8	One Half Un-Paid	Public Health	7.5	One Half Un-Paid
Emergency Services	8	One Half Un-Paid	Real Property	8	One Half Un-Paid
E911 Dispatchers	Varies	See Schedule Below	Transportation	8	One Half Un-Paid
Fisheries	8	One Half Un-Paid	Social Services	7	One Hour Un-Paid
Information Systems	8	One-Half Un-Paid	Treasurer	7	One Hour Un-Paid
Mental Health	7	One Hour Un-Paid			

B) Lunch Periods have statutory requirements per New York State Labor Law as follows:

- 1) Every employee must be provided at least thirty (30) minutes for the noonday meal.
- 2) The noonday meal period is recognized under New York State Labor Law as extending from 11:00 O'clock in the morning to 2:00 O'clock in the afternoon.
- 3) An employee who works a shift of more than six (6) hours, which extends over the noonday meal period, is entitled and required by this agreement to at least thirty (30) minutes off within that time frame for the meal period.

- C) Flexing of the Lunch Periods shall be provided for based upon the following:
- 1) A Department Head or his/her designee may allow employees of their department to take their lunch period anytime during the 11:00 O'clock in the morning to 2:00 O'clock in the afternoon period based upon operational needs of the department.
 - 2) For those Departments who currently are defined as One Hour Un-Paid lunch periods, such lunch periods may be shorten to the minimum of thirty (30) minutes upon request of the employee and approval of the Department Head or his/her designee on an intermittent basis or in limited cases as a permanent change to the schedule based upon the following conditions:
 - a) If such request to shorten the lunch period as a permanent change to the schedule for individual positions, then the approval of the County Manager must be obtained with justification provided for the same.
 - b) If such request to shorten the lunch period as a permanent change to the schedule for all employees of the Department, then the Association shall be notified, and the Department Head and the CSEA representative shall discuss such schedule change. Additionally, the Department Head must request approval from the Board of Supervisors in the form of a resolution to implement the same.
 - c) If an intermittent change is approved by the Department Head the following conditions shall apply:
 - (i) The starting and stopping time of the employee must be adjusted to reflect the normal work hours as defined for the Department. For example, the employee either comes to work 30 minutes later or leaves work 30 minutes earlier.
 - d) Absent an emergency or operational need, shorten the lunch period shall not result in additional paid or comp time for the employee.
- D) Working a lunch period shall not be allowed for the purpose of shortening the work day of the employees, unless an emergency situation occurs which requires the employee to work thru the lunch period. In the event of such emergency, the Department Head may allow the employee to leave early or provide comp time for the lunch period which had to be worked thru. Such practice shall be on a limited basis only.
- E) Departments who work shift work may continue such practice. With the approval of the County Manager, a Department Head may establish flexible starting and stopping times for his/her department based upon the following:

- 1) The hours of operation must (when applicable for certain departments) meet all statutory requirements related to hours open to the public.
 - 2) Such starting and stopping times must not result in any employee earning additional paid or comp time, and such overall hours must conform to reflect the normal work hours as defined for the Department.
- F) Prior to the implementation of a change in the starting and stopping times of a department, the Association shall be notified, and the Department Head and the CSEA representative shall discuss such schedule change.
- G) The Emergency Services Call Taker-Dispatcher assigned to the 911 Dispatch Center shall be scheduled as follows;
- 1) Instead of two forty (40) hour work weeks in a two week pay period, there shall be six (6) 12-hour days and one (1) 8-hour day within the schedule in order to maintain an 80 hour pay period; and
 - 2) For the purposes of accruing time and the use of such time, a day shall be considered as 12 hours except for the scheduled 8-hour days which shall be accrued and used as 8 hours; and
 - 3) Such employees so impacted by this agreement will receive 12 hours of compensatory time for holidays worked, unless such holiday falls on the scheduled 8-hour day then such compensatory time shall be based upon 8 hours;
 - 4) For the purposes of overtime, such employees shall be paid overtime when they exceed eighty (80) hours within a biweekly pay period.
- H) Nothing contained herein shall prevent the County from instituting summer hours consisting of four (4), ten (10) hour days per week or some combination of the same to arrive a normal work week for the requesting department, anytime during the period May 1 to October 1, provided at least two (2) weeks prior notice is given to the Association and the Association is given the opportunity to discuss the change with the County. Such hours shall be subject to the following requirement:
- 1) Use of Comp time to fulfil the required hours of what is the Department's normal work week shall be limited to those normal hours. Employees shall not be allowed to use comp time in an amount which would necessitate or trigger additional benefits such as overtime or additional comp time earned on comp time credited. Overtime or additional comp time earned must be based upon time actually worked above the normal work week hours as per Fair Labor Standards Act or other provisions of this agreement.
- I) Except as otherwise specified, an employee who is called back to work after the employee's regular hours of work have been completed and after the employee has

left, said employee shall be guaranteed a minimum of four (4) hours pay at the appropriate rate.

- J) The County and the CSEA Bargaining Unit are in agreement that the implementation of a flexible work week is desirable. Such flexible work week differs from a flexible lunch period and/or flexible starting or stopping times as identified in prior sections of this Article. For the purpose of this agreement, a flexible work week is defined as follows:
- 1) A flexible work week is intended to provide an employee within departments the ability to meet the normal work week hours requirements even if such hours of work do not fall within a predefined starting and stopping times.
 - 2) The parties hereby agree to the following;
 - a) Department Heads may authorize altering the work week schedule *for their employees as follows*; an employee may be given authorization to take a normal work weekday off or a portion of a normal work week day off without the requirement to use leave and benefit time; Such employee shall then be scheduled to work either a weekend day or other such hours as necessary outside the normal work schedule to complete their necessary normal work week hourly requirements.
 - b) If the employee fails to work the required hours necessary to complete a full workweek, then such employee must use accumulated comp time, vacation time or personal time to fulfill the hours necessary to complete a normal work week schedule. Sick time cannot be used to fulfill this requirement. If the employee does not have the comp, vacation, or personal time available then the employee must be docked from their pay the hours lacking to fulfill the normal weekly work schedule.
 - (i) Use of Comp time to fulfil the required hours of what is the Department's normal work week shall be limited to those normal hours. Employees shall not be allowed to use comp time in an amount which would necessitate or trigger additional benefits such as overtime or additional comp time earned on comp time credited. Overtime or additional comp time earned must be based upon time actually worked above the normal work week hours as per Fair Labor Standards Act or other provisions of this agreement.
 - 3) The docking of time requirement as identified within Sub-Section b)., above shall occur only if the employee fails to work the time as scheduled by management in such off hours. If management fails to schedule the employee and the failure to work the required time is not due to the fault of the employee, then the employee shall be allowed to make up the missing time within the next regular normal work week.

- 4) This agreement is intended to serve the dual purpose of allowing the County to deliver needed services to the public in a timely manner without requiring employees (members of the bargaining unit), from having to expend unnecessary leave and benefit time.
- 5) The County hereby agrees to allow for a flexible work week provided the scheduling arrangement is determined by management. Management shall provide the flexible work schedule based upon the need to provide the most beneficial services to the public.
- 6) Nothing herein shall exclude the rights of bargaining unit employees as it relates to Article 16- Compensatory Time which identifies those rights associated with the accrual and use of compensatory time, including the ability of an employee to accumulate up to ten (10) days of compensatory time. Additionally, it is further understood that the rights associated with Article 40 - Overtime shall not be otherwise altered or changed based upon this agreement other than the flexible workweek as agreed to within this document.

ARTICLE 15. DPW – BUILDING & GROUNDS CALL-IN PROCEDURE

- A) The parties acknowledge that in order for the effective and efficient operation of the DPW and the Buildings & Grounds Maintenance Division, the positions of Highway Equipment Operator, Motor Equipment Operator, Sign Maintenance Supervisor (one position) Sign Shop Worker, Highway Maintenance Supervisor (three positions) Laborer, Maintenance Mechanics, Maintenance Supervisor, Electrician, and Maintenance Persons, are positions which, by the nature of their duties in the DPW and Buildings & Grounds Maintenance Division, may require work outside the normal workday.
- B) Prior to establishment of the call-in list, the Department Head agrees to provide the Association an opportunity to make its recommendations. The Department Head shall consider the recommendations of the Association; however, the Department Head shall have the discretion to institute the call-in policy for the Department.
- C) It is understood that employees on a call-in list shall have responsibility to be available to be called in when forecasts call for bad weather or when it can be reasonably anticipated that there will be a call-in. Failure to respond to a call-in without just cause may result in disciplinary action and could lead to termination.
- D) A premium pay plan will be implemented effective January 1, 2004, for the snow/ice season (between November 1 and April 15) in order to compensate employees of the DPW Highway Division and the Building & Grounds Maintenance Division as noted

in A. above, for being available for call-in status during the snow/ice season and who respond to the seasonal call-in as follows:

- | | |
|-----------------------------------|----------|
| 1) 100% response | \$500.00 |
| 2) Not available only once | \$350.00 |
| 3) Not available only twice | \$300.00 |
| 4) Not available only three times | \$200.00 |

- E) Payment will be the first non-payroll Friday in May of each year. Payment amounts will be prorated for the portion of the snow/ice season in service and payable upon “voluntary” resignation or retirement.
- F) The Sign Maintenance Supervisor, Highway Maintenance Supervisors and General Foreman and the Buildings & Grounds Maintenance Supervisor(s) are on the DPW Superintendent's call-in list on a year-round basis. The county will compensate those employees in these positions \$800 per annum. Said payment shall be made in the last non-payroll week in December. Payment amounts will be prorated for the portion of the snow/ice season in service and payable upon “voluntary” resignation or retirement.

ARTICLE 16. COMPENSATORY TIME

A) FAIR LABOR STANDARDS ACT (FLSA):

- 1) Employees of a public agency which under the Fair Labor Standards Act, a public agency is defined as a State, a political subdivision of a State (County), or an interstate governmental agency, may receive in accordance with the Act and in lieu of overtime compensation, compensatory time off at a rate not less than one and one-half hours for each hour of employment for which overtime compensation is required by the Act.
- 2) A public agency may provide compensatory time pursuant to applicable provisions of a collective bargaining agreement and/or memorandum of understanding, or any other agreement between the public agency and representatives of such employees.
- 3) If the work of an employee for which compensatory time may be provided included work in a public safety activity, an emergency response activity, or a seasonal activity the employee engaged in such work may accrue not more than 480 hours of compensatory time for hours worked. If such work was any other work, the employee engaged in such work may accrue not more than 240 hours of compensatory time for hours worked. Such limits of 480 hours and 240 hours represent **maximum amounts allowable** under the Act.

- 4) By provisions of this collective bargaining agreement the parties agree such maximum amounts for **Essex County employees** shall be limited to ten (10) days based on the employee's normal workday for the department, for example:
 - a) Seven (7) hour employees will be limited to 70 hours.
 - b) Seven and one half (7 1/2) employees will be limited to 75 hours.
 - c) Eight (8) hour employees will be limited to 80 hours.
 - d) Twelve (12) hour employees will be limited to 120 hours.

B) Use of Compensatory Time:

- 1) An Essex County employee who has accrued compensatory time off authorized to be provided for under this section and who has requested the use of such time, shall be permitted to use such time within a reasonable period after making the request, provided the use of the compensatory time does not unduly disrupt the operations of the department as determined by the department head.
- 2) Earned compensatory time shall be subject to prior authorization of the Department Head or his/her designee. The use of such earned and accrued compensatory time shall be scheduled at the mutual convenience of the employee and the Department Head or his/her designee, provided the intent is to use such time as future time off.
- 3) Use of Comp time to fulfil the required hours of what is the Department's normal work week shall be limited to those normal hours. Employees shall not be allowed to use comp time in an amount which would necessitate or trigger additional benefits such as overtime or additional comp time earned on comp time credited. Overtime or additional comp time earned must be based upon time actually worked above the normal work week hours as per Fair Labor Standards Act or other provisions of this agreement.

C) The maximum amount of accrued compensatory time shall be capped at an hourly equivalent of ten (10) days based on the employee's normal workday for the department, and any compensatory time that exceeds the ten (10) days shall be paid at the accrued earned rate. Such payment shall be made within two pay periods from the time determined to be due, based upon a properly submitted Request for Additional Time Payment form to the Personnel Office, signed and approved as to the content of such request by the Department Head.

D) When earned compensatory time which the employee request to be used as approved time off at a later scheduled date or dates as appropriate and provided the Department Head grants such request; then such mutually preapproved use of time shall not count against the capped hourly equivalent of ten (10) days as defined in Section A) Subsection 4., above. Based upon the same, an employee may continue

to accrue compensatory time up to the equivalent amount as defined in Section C) above for such time not already agreed to as future scheduled time off.

- E) Compensatory time earned based upon provisions of Article 13. Holidays shall not be counted against the capped hourly equivalent of ten (10) days as identified within Section A) Subsection 4., above, and for the purposes of this agreement shall be separately identified as Holiday Comp, which should be scheduled as approved time off at a later scheduled date or dates as appropriate as per Section D) above.
- F) Compensatory time granted based upon actual time worked, represents time owed. Such payment and/or compensation of time must be either in the form of actual equivalent time off, or as actual payment of time at the appropriate rate per hour. Such method of payment and/or compensation of time for the purposes of this agreement must be mutually agreeable to the employee and to the employer. Other than the time as defined within Section D) and E) above, any other accrued compensatory time shall be subject to the following;
 - 1) If the employee has accrued compensatory time which has not been previously approved as scheduled time off, even if such time falls below the capped amount as identified in Section A) Subsection 4., above; then the employee may request payment of such time based upon a properly submitted Request for Additional Time Payment form to the Personnel Office, signed and approved as to the content of such request by the Department Head.
 - 2) If the employer represented by the Department Head, determines it is in the best interest of the County to pay out such accrued compensatory time which has not been previously approved as scheduled time off, even if such time falls below the capped amount as identified in Section A) Subsection 4., above; then the Department Head may order such payment to be provided to the employee.
- G) The Department Head or his/her designee shall not unreasonably deny or withdraw such preapproved use of accrued compensatory time as described in Section D) and E) above, except in the event of an emergency situation which may necessitate specific staffing requirements.
- H) Payment of Compensatory Time
 - 1) If compensation is paid to an employee for accrued compensatory time off, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives such payment.
 - 2) If the compensatory time exceeds the amounts as established in Section A., Subsection 4., above the Personnel Office shall notify the department head to facilitate the payment of such compensatory time above the maximums, using forms as approved by the Personnel Office.

- 3) If the employee requests use of the compensatory time and it is denied based upon the provisions related to unduly disrupting the operations of the department, then such employee shall be entitled, at their option, to request payment of any accrued compensatory time not approved as time off.
 - 4) If the department head due to staffing and/or coverage issues feels the accumulation department wide of unpaid compensatory time is too high than the department head at their option may order payment to the employees for such time below the maximums necessary to alleviate staffing and or coverage concerns.
 - 5) The employee based upon their own personal needs may request payment of any accrued compensatory time below the maximums. Such payment shall be made within two pay periods from the time determined to be due, based upon a properly submitted Request for Additional Time Payment form to the Personnel Office, signed and approved by the Department Head.
 - 6) An employee who has accrued compensatory time off authorized to be provided under this section shall, upon termination of employment be paid for the unused compensatory time at a rate of compensation equal to the final regular hourly rate received by such employee at the time of termination.
- l) Compensatory time at straight time rate
- 1) For those employees working less than a 40-hour workweek i.e., 35 hours and or 37 ½ hours, compensatory time may be provided to those employees for those hours over their standard work week hours, but less than 40 hours, at straight time, one hour of compensatory time for one hour of work time. Such additional compensatory time shall count towards the maximums as provided for in Section A., Subsection 4.
 - 2) Use and payment for such time as identified within this section shall be the same as identified in the previous sections.

ARTICLE 17. CLOTHING / UNIFORM ALLOWANCE

A) Public Works Department

- 1) Each year, all employees other than clerical and administrative personnel, shall be provided four hundred twenty-five (\$425.00) dollars to be used for work related and for work purposes as it relates to Clothing /Uniforms. Such payment shall be provided in June of each year.

B) Fish Hatchery

- 1) Each year, all employees, other than clerical and administrative personnel, shall be provided two hundred twenty-five (\$225.00) dollars to be used for work related

and for work purposes as it relates to Clothing /Uniforms Such payment shall be provided in June of each year.

C) Sheriff's Department's Nurse

- 1) Each year the Nurse working in the Sheriff's Department shall be provided three hundred twenty-five (\$325.00) dollars to be used for work related and for work purposes as it relates to Clothing /Uniforms. Such payment shall be provided in June of each year.

D) Health Department's Nurse

- 1) Those nursing working within the Health Department who are required to do home visits and/or field work shall be provided three hundred twenty-five (\$325.00) dollars to be used for work related and for work purposes as it relates to Clothing / Uniforms. Such payment shall be provided in June of each year.

E) Allowance Requirements

- 1) The County may require employees to wear appropriate clothing directly related to their job responsibilities including, but not limited to, safety and health.
- 2) All payments will be considered as income rather than expense reimbursement under IRS regulations.
- 3) Clothing/Uniform items may include the following:
 - a) DPW - steel toed safety boots, insulated underwear, jeans or Carhartt type clothing, heavy socks, heavy coats (work coats), orange tee shirts and flannel shirts.
 - b) Fish Hatchery - work pants, work shirts, work coats or rain gear, thermal underwear, work socks and work boots.
- 4) Clothing/Uniform payments must be work related and used for work purposes.
- 5) Newly hired employees within the departments as identified above, shall be provided a prorated amount based upon the date of hire.

ARTICLE 18. VACANCIES

- A) As job vacancies or openings occur, the County will post notice for ten (10) consecutive days in all departments and simultaneously provide the Unit President with one (1) copy of said notice on plain white paper. Such notice shall include the title, department, hours of work, work location, general job description and salary rate. Such requirement for posting shall not apply to competitive class positions being filled from an eligible list, however provisional appointments within the competitive class shall be included within this positing requirement.

- B) Qualified County employees may submit an application for such vacancy or opening.
- C) In non-competitive and labor class vacancies at the same grade level, qualified employees with a satisfactory work record will first be offered the position on the basis of seniority.

ARTICLE 19. LAYOFF AND RECALL

A) Competitive Class Employees

- 1) Layoff and recall of employees within the competitive class is governed by the "Essex County Rules for the Classified Civil Service - Rule 24 - Layoff of Competitive Class Employees", a copy of which is available in the Essex County Personnel Office.

B) Non-Competitive and Labor Class Employees

- 1) All permanent non-competitive and labor classified employees, shall be eligible for layoff and recall in accordance with the following:
 - a) Layoff shall be by department and title classification only. The least senior employee shall be laid off within each title in the affected department when a reduction in force is necessary. When laid off in their current title, an employee shall be allowed to use their departmental seniority to bump an employee in the next lower title or same grade within the affected department. If an employee refused to displace the junior incumbent, said employee will be laid off. If an employee is unable to bump vertically within his title in the department, the employee may be allowed to bump into a lower title in the department, providing the Department Head deems said employee qualified. Said employee must have more department seniority than the employee being bumped. The decision of the Department Head shall be final. Recalls from layoff shall be made in the reverse order of layoff.
 - b) All part-time employees shall be laid off prior to full-time employees. The above procedure shall be used in the event of layoff of part-time employees.
 - c) In the event employees have the same hire date and seniority with Essex County, then the tie breaking procedure will be by use of the last four (4) digits of their respective social security numbers. Employees with the highest numerical value of the four digits will be laid off first, each additional layoff for tied employees will be in descending order of the last four digits.
 - d) A laid off employee who refused to return to a position offered within fourteen (14) calendar days of notification, forfeits all rights to the position and employment. It shall be the responsibility of the employee on layoff to provide

the Personnel Office with a current mailing address. The County shall notify the employee by certified mail at the aforementioned address when a recall is to take place.

- e) Laid off employees shall maintain recall rights to the position and department for a period of three (3) years after the date of layoff.

ARTICLE 20. MANAGEMENT RIGHTS CLAUSE

- A) It is agreed that the County retains and reserves unto itself and its duly elected officials, except as expressly limited by this Agreement or by the Civil Service Law, other applicable state or federal statutes or applicable rules or regulations of administrative agencies with jurisdiction, all of the authority, powers, rights and responsibilities conferred upon and vested in it and its officials by law, ordinance or applicable administrative rule or regulation and to take whatever actions it deems necessary to carry out its responsibilities including, but not limited to, the right to determine the mission, purposes, objectives and policies of the County, to determine the facilities, methods, means and number of personnel required for conduct of County programs; to administer the merit system, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to this Agreement and law; to direct, deploy and utilize the work force; to establish the specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

ARTICLE 21. PERSONNEL FILE

- A) Before any material of a derogatory nature is placed in an employee's personnel file, the affected employee shall first have the opportunity to review it. Once the employee has been given the opportunity to review the material, he/she shall sign a statement indicating only that he/she has been given that opportunity, not necessarily agreeing to the contents thereof. A copy of the same shall be provided to the employee.
- B) The employee may submit a statement regarding said derogatory material and that statement shall be affixed to the material referenced above.
- C) If a Counseling Memorandum is placed in an employee's file, said Memorandum shall be removed after eighteen (18) months provided the problem identified in the Memorandum has been corrected, and provided no counseling memorandum involving similar conduct have subsequently been placed in the file.
- D) If any derogatory material originates from a source other than the affected employee's Department Head, the Department Head will investigate to determine

that the derogatory material is valid, it shall be placed in the employee's personnel file along with a Counseling Memorandum.

- E) If no Warning Notice is placed in the employee's file, after eighteen (18) months, the derogatory material, along with the Counseling Memorandum, must be removed upon request of the employee, and provided no counseling memorandum involving similar conduct have subsequently been placed in the file.
- F) Such Counseling Memorandum as identified in (E.) above may be removed earlier than 18 months upon the request of the employee and with the approval of the Department Head.
- G) The employee may request Union representation at the time a Counseling Memorandum is being provided to the employee if such employee desires. The Department Head shall provide a reasonable amount of time for the Union to provide such representation.

ARTICLE 22. PROBATIONARY / PERMANENT EMPLOYEES

- A) Except as herein otherwise provided, every permanent appointment from an open competitive list, and every original appointment to a position in the non-competitive, exempt or labor class shall be for a probationary term of not less than eight nor more than twenty-six weeks.
- B) The probationary term for a Trainee position, in which an appointee is required to serve a specified training term, shall not be less than twelve nor more than fifty-two weeks.
- C) The probationary term for Social Services Workers and Caseworkers shall not be less than eight weeks nor more than fifty-two weeks.
- D) Every permanent appointment from a promotion eligible list shall be for a probationary period of twelve weeks. Upon written notice of the appointing authority the probationary period upon promotion may be waived and the appointee given a permanent appointment.
- E) An appointment shall become permanent upon the retention of the probationer after his/her completion of the maximum period of probation or upon earlier written notice following completion of the minimum period of probation that his/her probationary term is successfully completed. A copy of such notice shall be sent to the Personnel Officer.
- F) If the conduct or performance of a probationer is not satisfactory, his/her employment may be terminated at any time after the completion of the minimum period of probation, and or before completion of the maximum period of probation in the manner as prescribed in "Essex County Rules for the Classified Civil Service - Rule

13 - Probationary Term." A copy of which is available in the Essex County Personnel Office.

ARTICLE 23. SENIORITY

- A) An employee who resigns from the County and is rehired within one (1) year from the date of resignation shall have his/her prior seniority reinstated in terms of benefit levels.
- B) An employee who is absent and off payroll continuously for more than one (1) year, the latest return to work date shall be the date utilized to determine all benefits under this agreement, including longevity payments, unless otherwise defined within the contract.
- C) Should a Management/Confidential position be changed to a bargaining unit position, the incumbent holding such position shall retain his/her seniority with no break in service.

ARTICLE 24. COUNTY / CSEA RELATIONS

- A) Communications pertaining to labor relations matters should only be through designated representatives of the respective parties (the County and the CSEA). The parties agree that they will not bypass or otherwise attempt to deal directly with individuals or groups of individuals who have not been officially designated to represent either party in an official capacity.

ARTICLE 25. MISCELLANEOUS PROVISIONS

- A) Agreement Provision
 - 1) This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.
- B) Supersede Provision
 - 1) This Agreement shall supersede any rules, regulations or practices of the County which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be considered part of the established policies of the County.
- C) Terms and Conditions Provision
 - 1) Any individual arrangements, agreement or contract between the County and the individual employee, heretofore executed, shall be subject to and consistent with the terms and conditions of this agreement.
- D) Contrary to Law Provision

- 1) If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

E) Legislative Action Provision

- 1) IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION BY THE BOARD OF SUPERVISORS TO PERMIT ITS IMPLEMENTATION BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL SUCH APPROVAL HAS BEEN GIVEN.

F) Civil Service Examination Provision

- 1) Notices of Civil Service Examination for County employment shall be posted in all County Installations.

G) Out of Title / Temporary Position Provision

- 1) No employee shall be required to work in a title out of their present classification for more than seven (7) cumulative days per year except during the continuation of a temporary emergency situation.
- 2) If an employee is required to work in such higher title in excess of the seven (7) cumulative day period, the employee will be paid the higher rate for all work performed subsequent to completion of the seven (7) day period.
- 3) If an employee is promoted to a higher position either on a temporary or permanent basis the employee will receive the higher rate commencing on the first day of such promotion.

H) Meal Allowance Provision

- 1) Employees shall not be entitled to meal allowances except in those situations where the employees' job requires them to be out of the County during a normal meal period and in those instances the employee should receive prior authorization from his/her Department Head before the meal expense is incurred.

I) Overtime Meal Allowance Provision

- 1) The County shall provide an overtime meal allowance to all employees in the Public Works Department up to ten dollars (\$10.00) for every block of four (4) hours of overtime worked where such work is continuous with the regular workday.
- 2) Employees must submit a voucher and receipt to be entitled to such meal allowance.

J) Mileage Reimbursement Provision

- 1) The rate of reimbursement for those employees required to drive privately owned cars pursuant to County business shall be the maximum rate allowed by the Internal Revenue Service, for actual and necessary mileage.

K) Prescription Safety Glasses

- 1) The County shall provide reimbursement up to a maximum of one hundred fifty dollars (\$150.00) toward the cost of Prescription Safety Glasses for those employees required to wear the same as per New York Public Employee Safety and Health program.
- 2) Such reimbursement shall be provided every other year.
- 3) If for safety reasons new glasses or a new prescription is needed prior to the end of the two-year period, then prior approval by the Department Head is necessary.

L) Use of Leave Time

- 1) Employees, with prior approval of their Department Heads, shall be permitted to use leave time in increments of no less than fifteen (15) minutes.

ARTICLE 26. WORKER'S COMPENSATION

- A) The County shall continue to provide Worker's Compensation insurance for all County personnel. Any employee injured while on duty as an employee of the County is required to file an accident report (Initial Report) with his department head immediately, or as soon as possible following said accident. Proper forms are available in the office of the head of departments.
- B) Employees entitled to receive Worker's Compensation benefits may elect to use sick leave in lieu of the Worker's Compensation payment for the first fourteen (14) days of their entitlement. Lump sum payments or settlements received by the employee for injury or disability shall be retained by such employee.
- C) When the Department is reimbursed by the Worker's Compensation Insurance carrier for remunerating employees under the sick leave policy of the County, the employee will receive credit for the loss in sick leave at a 2/3 reimbursement rate or in an amount as determined by the Workers Compensation Board.
- D) Should an employee be receiving Worker's Compensation for more than one (1) calendar month, then said employee will be contacted by the Personnel Office to arrange for installment payments for health insurance premiums or other employee paid benefit coverage, which may be required to maintain coverage.

ARTICLE 27. NEW YORK STATE DISABILITY INSURANCE

- A) The County and the Association agree to provide a NYS Disability Insurance Plan based on the following;

- 1) Participation is mandatory for all County Employees.
 - 2) Employees will be charged .60 cents per week, (\$1.20 biweekly payroll deduction) as their share of the premium cost.
 - 3) The County will pay the additional cost of the premium.
- B) Disability Insurance provides for Short Term Disability payments for sickness or off the job injury and is based on the following;
- 1) 50% of weekly salary, rounded to the nearest \$1, for a maximum benefit of \$170.00 per week. Minimum benefit is \$20.00 or average weekly earnings, if less than \$170.00.
 - 2) Benefits begin on the 8th day of injury and the 8th day of sickness.
 - 3) Benefit period for both injury and sickness are limited to 26 weeks for any one period of disability during a period of 52 consecutive weeks.
- C) If the employee chooses to use accumulated sick, personal or vacation time during the term of the disability claim then payment of the benefit will go directly to the county who upon the completion of the claim, will credit the employee's personal or vacation time in an amount equal to the percentage received in benefit payment, i.e. 10 days of personal or vacation time paid at 50% rate of salary will result in a 5 day return of personal or vacation time to the employee. New York State Disability Benefits Law does not permit the reimbursement of sick time.
- D) If an employee is out of sick time the employee will be allowed to remain on county payroll during the term of the approved disability claim for the purpose of maintaining benefit levels, however only the disability benefit payment will be paid to the employee during this period.
- E) The specific plan requirements as regulated by New York State Disability Benefits Law is available in the Essex County Personnel Office.

ARTICLE 28. TRANSITIONAL DUTY PROGRAM

- A) In the effort to create an environment that will facilitate employee recovery from injury or illness, and to improve operational efficiency of Essex County, a program of Transitional Duty has been established for Essex County Employees.
- B) On a case-by-case basis, this program covers all Essex County personnel who sustain a work-related disabling injury. Essex County will make temporary and reasonable accommodations which will enable the employee to gradually return to his/her position at full duty. Transitional Duty will never be offered as a permanent alternative.
- C) This program may also apply voluntarily, on a case-by-case basis, to employees who have sustained disabling injury or illness from non-work-related activity, if and when

Transitional Duty tasks become available. Work-related injuries will receive priority if transitional duty work is limited. A complete copy of the Essex County Transitional Duty Program is available in the Essex County Personnel Office.

ARTICLE 29. NEW YORK STATE RETIREMENT

- A) Effective 1/4/84 the plan shall be Section 75 I.
- B) The County agrees to grant credit for Sick Leave Option under the New York State Employees' Retirement System (Option 41J).
- C) The County agrees to pay for the Death Benefit Option under the New York State Employees' Retirement System (Option 60-B).
- D) An employee who retires from the County and is rehired shall accrue seniority from the rehire date. Prior seniority shall not be reinstated.

ARTICLE 30. RETIREMENT HEALTH INSURANCE

- A) In order to be eligible for the benefit provided herein, the employee must have the following:
 - 1) Twenty (20) years of service as an employee of Essex County for any newly hired employee after ratification of this agreement, however for any employee currently employed with the County who was hired on or before the ratification date of (April 15, 2013, shall be grandfathered under the fifteen (15) years of service requirement under the previous contract.
 - 2) Be eligible for and activate his/her retirement benefit provided by the New York State Retirement System upon terminating service with the County.
 - 3) A one-year grace period will be provided for the employee to decide if he/she will or will not activate their New York State Retirement which would entitle them to the Retirement Health Insurance Benefit. Failure to activate the New York State Retirement within the one-year grace period will relieve the County of the obligation to provide a Retirement Health Insurance Benefit.
 - 4) The County will not be required to provide Health Insurance Coverage during the grace period; however, the employee will be allowed to maintain coverage by paying the full cost of the County's premium during the one-year grace period.
 - 5) Employee with twenty-five (25) or more years of service shall be entitled to Retirement Health Insurance without the requirement of activating their New York State Retirement benefit as detailed in subsection two (2) above. Such employee shall be allowed to request coverage at the time they choose to activate their New York State Retirement benefit.

- B) Except as provided below, employees who retire during the term of this Agreement will continue to pay the same percentage amount they were contributing toward their active premium at the time of their retirement.
- C) If retiree health insurance premiums increase after retirement, the retiree's percentage contribution amount as identified in Section (B.), above shall be increase yearly based upon the Cost-of-Living Adjustment (COLA) percentage as determined by the U.S. Social Security Administration, see below for explanation of the COLA formula.
 - 1) The Social Security Act specifies a formula for determining each COLA. In general, a COLA is equal to the percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) from the third quarter of one year to the third quarter of the next.
- D) Should a retiree choose to switch health insurance plans after his/her date of retirement, said retiree's contribution toward premium payments shall be made in accordance with B. and C. above. Said employee's contribution shall be determined as if the employee were retiring at the time of this switch.

ARTICLE 31. HEALTH INSURANCE BENEFITS

- A) The County shall provide a Preferred Provider Option (PPO) plan, currently Excellus Blue PPO as the Health Insurance option for the employees. The County will provide as an additional option a higher deductible plan with a lower cost of premium, such premium as determined by the marketplace. All plan options offered by the County shall be available to the employees at the same contribution percentages as identified within Section F., of this Article 30.
- B) The County will provide the plans as identified above, as long as the availability of such plan remains as an option for the County. Factors which may impact the County's ability to offer this plan include but are not limited to the following;
 - 1) The Insurance Provider refuses to offer such plan option within our coverage area.
 - 2) The Insurance Provider completely discontinues doing business within our coverage area.
 - 3) The premium rates proposed by the Insurance Provider for such option become so cost prohibited as to be unaffordable for the County's share and/or the Employee's share.
 - 4) The Insurance Providers list of covered physicians or health care providers becomes so limited as to make coverage within our area impractical.

- C) Prior to the discontinuation of a particular plan as identified above and/or the introduction of a new plan, the County shall provide notification by way of the Labor Management Committee and will allow for discussion and input from the Association.
- D) The County will on a calendar year basis aggressively pursue a PPO plan option in order to provide coverage to those employees so entitled. Such plan options may include new Insurance Providers not identified above. Factors which would prompt the County to offer additional coverage options include but are not limited to the following:
 - 1) A new Insurance Provider begins operations within our coverage area, offering comparable plan and premium options.
 - 2) A current Insurance Provider may offer new premium options which are more cost effective for the County and the employee.
 - 3) A current Insurance Provider may alter or otherwise change a plan as identified in Section A., above and rename such plan.
- E) If the Association wishes, it may submit alternative benefit proposals for consideration to the County Manager / Administrator prior to October 1st of each year of the agreement.
- F) Health Insurance contributions shall be based upon the following:
 - 1) Full Time Employees or a Part Time Employee with Benefits hired prior to January 1, 1999, shall contribute 12% toward the premium costs.
 - 2) Full Time Employees or a Part Time Employee with Benefits hired after January 1, 1999, shall contribute 14% toward the premium costs.
 - 3) Full Time Employees or a Part Time Employee with Benefits hired after January 1, 2009, shall contribute 20% toward the premium costs.
 - 4) For Married Couples who were a married couple, and both were employees of the County prior to January 1, 2009, shall not have to contribute toward the premium costs.
 - 5) For Married Couples who were a married couple, and both were employees of the County after January 1, 2009, shall contribute 10% toward the premium costs.
 - 6) Employees with a certified Domestic Partner as accepted by the County's Health Insurance Carrier and such Domestic Partner is not an employee of the County, the employee holding the County's plan shall contribute 20% toward the premium costs.
 - 7) Employees with a certified Domestic Partner as accepted by the County's Health Insurance Carrier and when such Domestic Partner is also an employee of the

County, the employees as a Certified Domestic couple shall contribute 10% toward the premium costs.

- G) Coverage is not automatic, so employees must select their plan option and complete an enrollment form within their first ten (10) days of employment. The effective date of coverage shall be thirty (30) days from the date of hire.
- H) The County provides, under the Internal Revenue Service Tax Laws, a Flexible Spending Account which allows for pretax contribution toward health insurance premiums. Such Tax Laws have certain requirements specific to Health Insurance Plans and requires that the County meet with each entitled employee to offer these pretax contributions. In order for the County to meet its obligations under the law the following conditions as it relates to our plans must apply;
- 1) All Employees entitled to Health Insurance Coverage must on a yearly basis complete all necessary forms as provide by the Personnel Office for health insurance and related coverage items. Such requirement to complete forms applies even if the Employee is not changing or altering plans choices.
 - 2) The County will provide rates for the plan offerings as soon as possible in the month of October or early November, such rates are sometimes subject to the New York State Insurance Department review and approval. The County has no control over the timing of such approvals.
 - 3) Coverage selection forms must be completed and returned to the Personnel Office no later than December 1st of each calendar year. The County reserves the right to require dates earlier than the December 1st deadline depending upon the timing of payrolls.
 - 4) Failure to complete the necessary forms in a timely fashion may result in following;
 - a) Loss of coverage or delayed coverage.
 - b) Premium payments are paid one month in advance, failure to complete forms may result in an upward adjustment to the Employees' payroll deduction in order to catch up payments which may have been missed.
 - c) Employees are solely responsible to assure that they have completed and submitted the necessary forms in a timely manner, to assure correct payroll deductions and coverage options.
- I) As part of this agreement and based upon ratification, the parties agreed that such ratification will provide a retroactive clause as it relates to the health insurance premium percentages and the use of the premium enhancement back to the November/December 2012 enrollment period when determining contributions required for 2013. Any overpayments of contributions shall either be refunded by the

County to the employees or shall allow credit for future contributions required within the year.

ARTICLE 32. DRUG CARD BENEFITS

- A) In those cases where the County is able to separate Prescription Drug Coverage from the Medical Coverage the County agrees to provide a self-insured prescription plan currently administered by Excellus as the Prescription Benefit Manager.
- B) The Copays for our Self-Insured Drug Plan options shall be based upon the following:
- 1) Retail Plan - 30 Day Supply
 - a) Over the Counter (OTC) \$ 0.00
 - b) Generic Copay \$ 5.00
 - c) Brand/Preferred Copay \$20.00
 - d) Specialty Drug Copay \$35.00
 - 2) Mail Service - 90 Day Supply
 - a) Generic Copay \$ 0.00
 - b) Brand/Preferred Copay \$25.00
 - c) Specialty Drug Copay \$50.00
- C) The parties agree to participate in a Brand Name Drug Copay assistance program coordinated through the County's Pharmacy Benefit Manager (PBM), currently Excellus and any Specialty Drug Coordinator which Excellus may use for such purposes. Such participation shall be based upon the following conditions:
- 1) For the purposes of Section C), the parties agree the Specialty Drug Copay as described in Section B), 1), d) and Section B), 2), c) shall change to a straight 30% coinsurance amount subject to the following conditions:
 - a) Such participation as described in Section C) above, will not result in any additional up-front cost to the employee for these specialty drugs, beyond their normal co-pays as described in Section B), 1), d) and Section B), 2), c) above.
 - b) If a specific prescription for Specialty Drug does not have a Copay Assistance Program associated with it, then Excellus' and/or its' Specialty Drug Coordinator will coordinate the normal copay as identified in Section B), above.
 - c) In the event the Brand Name Drug Copay assistance program should end, then the copay structure as identified in Section B) above shall remain in effect during the term of this agreement.

- D) In the event the County chooses to move to an alternative Drug Card Plan, such plan shall be equal to or greater than in coverage, including co-pays and all terms and conditions.
- E) The County's drug plan is a "closed formulary" under a self-insured drug plan typically does not exclude drugs but rather provides alternatives under brand-name drugs or supplies which produce larger rebates and/or lower wholesale costs based upon the pharmacy benefit managers contractual relationship with the drug supplies.
 - 1) The County agrees to have in place a process under the Closed Formulary whereby a prescribing physician can participate in an appeals process for a specific brand drug which may have been denied or the physician feels in his/her professional opinion no substitute drug is appropriate.
- F) Any disagreement as to whether a new drug plan is comparable shall be subject to binding arbitration per the contract grievance procedure.

ARTICLE 33. PREMIUM ENHANCEMENT PROGRAMS

This Article describes the Premium Enhancement Programs available to Bargaining Unit employees who qualify for benefits under terms of this agreement.

- A) Premium Enhancement Program - Vacation and/or Sick Leave
 - 1) Eligible employees may elect to participate in the Premium Enhancement Program - Vacation and/or Sick. This program allows eligible employees to exchange previously accrued vacation and/or sick leave in return for a credit to be applied toward their employee share of Health Insurance premiums.
- B) Premium Enhancement Program - Longevity Payment Incentive Use Plan
 - 1) Eligible employees may elect to participate in the Premium Enhancement Program - Longevity Payment Incentive Use Plan. This program allows eligible employees to use a portion of their Longevity Payments toward the employees share of Health Insurance premiums. If those employees choose to do so, the County will provide an additional incentive amount to enhance the benefit.
- C) These programs will be available for the term of this agreement. During each of these years the leave credit and the amount of longevity payment selected will be divided evenly among the approved pay periods as identified in Article 38 - Wages, Section B.
- D) Disputes arising from this program are not subject to the grievance procedure contained in this Agreement. This program will sunset on the conclusion of this agreement unless extended by mutual agreement of the parties.
- E) In order to enroll an employee must:

- 1) Be a Full Time Employee or a Part Time with Benefits Employee, such definitions of employee based upon the County's description contained the Definitions section.
 - 2) Be an employee covered by the CSEA Collective Bargaining Agreements;
 - 3) Have a sufficient leave balance to make the full leave forfeiture at the time of enrollment without bringing their combined vacation and sick leave balances below 10 days: and
 - 4) Be a participant within a Health Insurance Plan as provided by the County and identified within the Collective Bargaining Agreement.
 - 5) Part Time with Benefits Employees so identified above, will be eligible to participate on a prorated basis. Part Time Employees are not eligible for longevity payments, therefore are not eligible for the Premium Enhancement as identified in Section B., above.
- F) Once enrolled, employees continue to participate unless they separate from County service or cease to be Health Insurance Plan holders with the County. Leave forfeited in association with the program will not be returned, in whole or in part, to employees who cease to be eligible for participation in the program.
- G) During any calendar year in which an employee participates, the credit established upon enrollment in the program will be adjusted only if the employee moves between Full and Part Time Status as an employee during such calendar year.
- H) Open enrollment will be offered during the month of November of each year the Premium Enhancement Program is offered. The exact dates of open enrollment will be established by the Personnel Office. Employees will be required to submit a separate enrollment for each calendar year in which they wish to participate in either A or B.
- I) Vacation and/or Sick Leave Enhancement:
- 1) Full-time employees who enroll in this portion of the program will forfeit a total of 5 days of Vacation and/ Sick leave standing to their credit at the time of enrollment in return for a credit of \$900.00 to be applied toward the employee share of premiums deducted from their biweekly paychecks during the calendar year.
 - 2) Part Time with Benefits Employees who enroll in this program will forfeit a total of 5 prorated days of Vacation and/or Sick leave standing to their credit at the time of enrollment in return for a prorated credit toward the employee share of their health insurance premiums.
- J) Longevity Payment Incentive Use Plan Enhancement
- 1) Full-Time employees who are entitled to Longevity Payments, who enroll in this portion of the program may choose to direct a percentage ranging from 10% to

80% of their entitled Longevity Payment to be applied toward the employee share of premiums deducted from their biweekly paychecks during the calendar year.

- 2) The County will provide a 30% matching incentive to be added to whatever percentage the employee directs to be applied toward their employee share of premiums deducted from their biweekly paychecks during the calendar year.
- K) All 10 years or more employees shall be allowed to sell one additional sick day to be applied toward the employee's share of premiums. Such additional sick day shall be worth \$180.00 as a credit, bringing the maximum credit applied from \$900.00 to \$1080.00 for those employees with at least 10 years of service with the County.
- L) For those department employees whose regular schedule is based upon a 12-hour day, then such employees shall only be required to sell back the equivalent of 40 or 3.4 days to receive the \$900.00 dollars of credit. For those employees in these 12-hour departments with 10 or more years of service who wish to sell one additional sick day then such additional day shall be credited in the same manner.

ARTICLE 34. HEALTH INSURANCE BUY OUT

- A) Employees who are so entitled to family plan health insurance coverage through the County and opt to drop that coverage, said employees shall be entitled yearly to \$5000.00, subject to proportional calculation in the event the employee makes his/her election other than at the beginning of the County's fiscal year.
- B) Employees who are so entitled to individual health insurance coverage through the County, said employees shall be entitled yearly to \$3000.00, subject to proportional calculation in the event the employee makes his/her election other than at the beginning of the County's fiscal year.
- C) Cash payments will be made the first non-payroll Friday in December each year.
- D) In order to obtain the health insurance buy-out, the employee must document to the County that other health insurance is available, and the employee must sign a release to the County waiving any rights to health insurance coverage and releasing the County from any other health related liability. Eligibility considerations for this buyout includes the following;
 - 1) Other health insurance coverage is limited to sources outside what the County already participates in the cost of, such as health insurance under State or Federal low-income benefit programs which include Family Health Plus, Child Health Plus, or other such government sponsored health benefit programs of which the County participates in the cost thereof thru other department budgets, such as Department of Social Services. Employees who participate in such plans will not be eligible for a buyout from the County.

- E) If an employee who has elected the buyout option loses his/her health insurance coverage, he/she must immediately notify the personnel office and his/her coverage will be reinstated upon the employee making the appropriate payment of the premium, if such premium is due, and otherwise satisfies any eligibility requirements.

ARTICLE 35. NATIONAL HEALTH INSURANCE PLAN

- A) The Parties hereto agree to a re-opener regarding the Health Insurance Coverage contained in this Agreement in the event that the provisions of the Patient, Protection and Affordable Care Act, (commonly referred to as Obama Care), or any other National Health Insurance Plan is amended or enacted by the federal government which substantially changes or impacts the County's obligations to provide health insurance coverage to its employees under this Agreement. Substantial change or substantial impact as herein above set forth shall be construed in its broadest sense to allow reopening of this contract and discussion between the Parties and shall include, but will not be limited to, significant or substantial financial increases in the cost of insurance which may result from such legislation or changes.

ARTICLE 36. VOLUNTARY DENTAL PROGRAM

- A) The County agrees to provide a Voluntary Dental Program with premium costs of such plan to be paid by the Employees either as a pretax or after-tax payroll deduction. The County currently provides the Guardian Dental Plan as the voluntary option for the employees. Details of the plan and the cost of premiums are available in the Essex County Personnel Office.
- B) The CSEA's EBF Solstice Dental plan will be made available as an option for employees as per the same terms and conditions in Section A), above. The CSEA agrees to provide such Solstice Dental plan as an option for Management Confidential employees as per signed agreements between the parties.
- C) The Parties may submit alternative Dental Plan proposals for consideration to the County Manager prior to October 1 each year of the Agreement.

ARTICLE 37. CAFETERIA PLAN

- A) The County will offer the following benefits as allowed under Section 125 of the Internal Revenue Code:
 - 1) Premium Only Plan (POP)
 - a) The County will offer a Premium Only Plan (POP) whereby those employees who pay a portion of their health insurance premium shall have their portion paid by pre-tax dollars through payroll deductions.
 - 2) Flexible Spending Account

- a) The County will allow employees, at their option, to create individual Flexible Spending Accounts (FSA's) which allow the employees to pay for qualified unreimbursed medical expenses with pre-tax dollars.
 - b) The minimum contribution level for an FSA shall be \$10/per pay period and the maximum shall be \$96.15/per pay period (\$2500.00 annually).
- 3) Dependent Care Account
- a) The County will allow employees to set up a Dependent Care account whereby employees may contribute up to \$5000 annually (set up as monthly contributions) toward paying for qualified Dependent Care.

ARTICLE 38. WAGES

- A) Effective each year listed below, the hourly rate for employees in the bargaining unit shall be adjusted as follows:
- 1) 2022 rate - increase all employees' hourly rate by 4.00% across the board.
 - 2) 2023 rate - increase all employees' hourly rate by 4.00% across the board.
- B) The starting rate for each grade table shall be increased by the same amounts listed herein.
- C) All newly hired employees after January 1, 2009, shall be paid at a rate 10% below the agreed upon amounts contained within the approved Addendum - B - Salary Tables, as adjusted by the percentages identified above.
- 1) Any employee who was previously employed by the County as a permanent employee with a hire date prior to January 1, 2009 and comes back as a re-hired permanent employee shall not be subject to the 10% reduction in their starting rate.
- D) All permanent employees subject to Section C), above shall be entitled to the following based upon years of service as identified below:
- 1) Employees as described in Section C) above, who will have three (3) years of service or more with the County as of January 1, 2022, shall be provided a 5% increase to their hourly rate (*provided they did not previously receive the 5% increase under language contained in the previous contract*) beginning with the 1st payroll of the new contract. Such 5% increase shall be in addition to the agreed upon percentage increases as identified in Section A) Subsection 1.
 - 2) Employees as described in Section C) above, who will reach three (3) years of service with the County during the term of this contract shall be provided a 5% increase to their hourly rate (*provided they did not previously receive the 5% increase under language contained in the previous contract*) on their anniversary

date of hire. Such 5% increase shall be in addition to the agreed upon percentage increases as identified in Section A) Subsection 1- 2.

- 3) Employee as described in Section C) above, who will reach five (5) years of service with the County during the term of this contract shall be provided the remaining 5% increase to their hourly rate (*provided they did not previously receive the 5% increase under language contained in the previous contract*) on their anniversary date of hire. Such remaining 5% increase shall be in addition to the agreed upon percentage increases as identified in Section A) Subsection 1-2.

E) All payroll calculations will be based upon the year in which the time was earned.

ARTICLE 39. LONGEVITY

A) Longevity is an annual payment paid to employees based on completed years of service starting after five complete years of service for regular employees who work a full workweek. Such annual payment shall be paid to employees on the first non-payroll Friday in December of each year.

- 1) Full Time Employees as defined based upon the County's description contained in the Definitions section shall be entitled to an annual longevity payment based on completed years of service as per the following table;

Completed Years of Service	Amount of Payment	Completed Years of Service	Amount of Payment	Completed Years of Service	Amount of Payment	Completed Years of Service	Amount of Payment	Completed Years of Service	Amount of Payment
5	\$200.00	10	\$300.00	15	\$950.00	20	\$1,450.00	25	\$1,950.00
6	\$200.00	11	\$300.00	16	\$950.00	21	\$1,450.00	26	\$1,950.00
7	\$200.00	12	\$300.00	17	\$950.00	22	\$1,450.00	27	\$1,950.00
8	\$200.00	13	\$300.00	18	\$950.00	23	\$1,450.00	28	\$1,950.00
9	\$200.00	14	\$300.00	19	\$950.00	24	\$1,450.00	29	\$1,950.00

- 2) The Parties agree that as of January 1, 2018, Full Time Employees as defined based upon Sub-Section 1) above, such employees with 30+ years of service shall be entitled annually to \$2,250.00 as their annual longevity payment.
- 3) Employees who are entitled to longevity payments who voluntarily leave county service prior to the completion of a full longevity year of service, shall be entitled to a prorated amount of payment based on the number of months of service completed within that longevity year.

ARTICLE 40. OVERTIME

- A) Employees (so entitled under the Fair Labor Standards Act) shall receive one and one-half (1 ½) times their normal rate of pay for approved hours of **actual work** in excess of forty (40) hours in any week.
- 1) During the Snow and Ice Season defined as November 1st thru April 15th, DPW employees shall be exempt from the requirement of "**actual work** in excess of forty (40) hours" and shall be allowed to earn overtime based upon all approved hours.

ARTICLE 41. NEW APPOINTEES

- A) A new employee appointed to a position shall be paid the minimum rate of pay for the grade unless the Department Head demonstrates to the Board of Supervisors that it is impracticable to recruit for a position at the minimum rate of pay. The Board may then authorize recruitment and payment above the minimum of the wage scale for such position.
- B) When a permanent appointment is made at an increased minimum, all incumbents of such position receiving less than such recruitment rate shall have their wage rates brought up to such rate of pay, provided that present incumbents do not have prior step and grade adjustments.

ARTICLE 42. PROMOTIONS

- A) A promotion is a recognition that the employee has been successful in their current level of job responsibilities and deserves to advance to a higher position title with more responsibility in order to earn a higher rate of pay.
- B) When an employee is promoted to a position title in a higher grade, said employee's rate of pay shall be increased to the starting rate of the higher grade.
- C) If the approved starting rate of the higher grade is less than 4 % more than the employee's current rate of pay, then the increase in pay will be in an amount equal to 4 % above their current rate.
- D) If the approved starting rate of the higher grade is less than what the employee currently earns, then the affected employee shall be entitled to an amount equal to 4 % above their current rate.

ARTICLE 43. REASSIGNMENTS

- A) Reassignment is the movement of an employee from one position to another position within a department or division under the same appointing authority and requires that the employee meets the qualifications and civil service requirements to hold such reassigned position.

- B) There shall be no immediate change in the hourly rate of an employee assigned to a new position unless his hourly rate is below the approved starting hourly rate of the new position.
- C) If the employee's hourly rate is below the approved starting hourly rate, then that employee's hourly rate will be raised to the approved starting hourly rate for the position.

ARTICLE 44. DEMOTION / GRADE CHANGE

- A) When a permanent employee holding a provisional promotion, or a promotional probationary employee reverts to a lower graded position due to the inability of that employee to satisfy Civil Service testing or probationary requirements of their new position, then said employee's salary shall revert to the level it was paid at prior to their promotion to the higher grade. If necessary, an upward adjustment to their prior salary level will be made based on any percentage or contractual rate increases they would have received had they remained in the lower position.
- B) If a permanent employee accepts demotion to a lower graded position due to a disciplinary settlement, then such employee shall be paid at the approved starting rate of the lower graded position.
- C) If a grade change is made to a position title due to a wage rate survey or a Board of Supervisors approved salary grade adjustment, which results in a downward adjustment in the starting hourly rates of the position, then the employees in the position title at the date of enactment will be permitted to retain their current rate of pay.
- D) If a grade change is made to a position title due to a wage rate survey or a Board of Supervisors approved salary grade adjustment, which results in an upward adjustment in the starting hourly rates of the position, then those employees whose current hourly rate at the date of enactment is lower than the new hourly rate will have their hourly rates adjusted upward to the new starting hourly rate.
- E) If a grade change is made to a position title due to a wage rate survey or a Board of Supervisors approved salary grade adjustment, which results in an upward adjustment in the starting hourly rates of the position, then those employees whose current hourly rate at the date of enactment is higher than the new hourly rate then there will be no change to the hourly rate of those employees. However, these employees will be entitled to any contractual agreed to increase as they are applied to all employees.
- F) If an employee voluntarily requests a demotion to a lower graded position and the request is approved by the Appointing Authority and the Personnel Officer, then said employee shall be paid at the approved starting rate of the lower graded position.

G) If the voluntary demotion is two (2) grades or less in reduction, then the employee's hourly rate shall revert to the level paid prior to their promotion to the higher grade. If necessary, an upward adjustment to their prior salary level will be made based on any percentage or contractual rate increases they would have received had they remained in the lower position.

ARTICLE 45. TRANSFERS

- A) Transfers are the movement of an employee from one department under one appointing authority to another department under a different appointing authority.
- B) A transfer must be approved by both Department Heads and the Personnel Officer.
- C) An employee who transfers in the same position title from one department to another department shall be allowed to carry their current rate of pay even if their current rate of pay is above the starting rate for the new position of the same title.
- D) MSD - 450 Employee Transfer Request Form will be used for the purposes of allowing a transfer to take place. MSD-450 requires the signatures of the Personnel Officer, the Appointing Authority from the position the employee is leaving, the Appointing Authority from the position the employee is entering, and the transferring employee.
- E) If a current employee applies for and is offered appointment to a new position in a different title, then that appointment shall be considered a new appointment and the terms of the new appointment section shall apply - the employee shall be paid the starting hourly rate for the new position's approved grade level.
- F) Employees who transfer shall serve a twelve (12) week probationary period and will return to his/her former department if the transferee's work is not satisfactory during such probationary period.

ARTICLE 46. DESK AUDITS

- A) Desk Audits are the process by which the Essex County Personnel Officer determines if an employee is being asked to perform duties which are appropriate for the Title and Classification of the position being held by that individual. Section 61 subsection 2., of the New York State Civil Service Law provides, in part, "that no person shall be appointed, promoted or employed under any title not appropriate to the duties to be performed".
- B) Desk Audits may result in one of three possible actions as follows:
 - 1) The work may be found to be appropriate for the position and no action needs to be taken.
 - 2) The work may be out of title and the employee may need to be moved to a different title, which in the competitive class may mean additional testing

requirements. The movement of the employee may be in a higher, lower or equal grade level.

- 3) The Appointing Authority may choose to adjust the work assignments to properly reflect the title which the employee holds.
- C) If an employee feels a Desk Audit is appropriate the process to request the same is as follows:
- 1) Request in writing directly to the Appointing Authority for a Desk Audit, with a copy of such letter to be sent directly to the Personnel Officer
 - 2) Request in writing directly to the Personnel Officer for a Desk Audit, in this case the Personnel Officer will notify the Appointing Authority of such request.
- D) A Desk Audit may also occur by request of the Appointing Authority directly to the Personnel Officer.
- E) Desk Audits shall be undertaken and completed within six (6) months of when the request is received in writing by the Personnel Officer.

ARTICLE 47. PART-TIME EMPLOYMENT

- A) All rates prescribed in the current rates of pay are the standard rates of pay authorized for full-time (full workweek) employment. When employment is on a less than full workweek basis, only the proportionate amount of time actually employed shall be paid, and at the minimum rate for the grade in which employed.

ARTICLE 48. SHIFT DIFFERENTIALS

- A) There shall be a sixty (60) cent shift differential for those employees who work either the 3 p.m. to 11 p.m. or 11 p.m. to 7 a.m. shift provided the position the employee holds are one that is also required for normal work hours.

ARTICLE 49. ON-CALL STIPEND

- A) Those employees working in Social Services, Public Health and Information Systems, or other such departments as may be determined necessary by management, that are required to be on call, shall be paid three dollars (\$3.00) per hour for such time.
- B) If an employee who is in on-call status, is asked to perform County work without being called back to their actual workplace, such as necessary phone calls or computer related work, then the employee shall be paid their normal hourly rate for such time. If such time results in exceeding forty (40) hours within the work week, then such employee shall be entitled to be compensated at time and a half for those hours worked in excess of forty (40). Such time shall be documented and subject to review by the Department Head.

- C) The Jail Nurse position which is required to be on call on a year-round basis due to the nature of the position shall be compensated at a set rate of \$800.00 per annum.

ARTICLE 50. ABSENCE FOR EXTRAORDINARY CIRCUMSTANCES

- A) In the event of adverse weather conditions that have impaired the use of or for other extraordinary circumstances, the Chairman of the Board or the Vice Chairman of the Board may at their discretion direct an employee, or group of employees either not to report to work, or to leave work. The employee(s) so directed shall be deemed to be absent with pay and shall not be charged for any time and leave credits due to such excused absence.
- B) Any employee who is required to remain at work after the Chairman of the Board or the Vice Chairman of the Board has dictated that extraordinary circumstances exist for that particular geographic area, or location within Essex County, shall receive equivalent compensatory time off at straight time, hour for hour, as the employees who were sent home or directed not to work.
- C) No employee who was previously scheduled off for vacation or reported sick, personal, etc. will be entitled to the additional time off provided for by this Section.
- D) Any such release of employees directly or indirectly affected does not create any right to equivalent time off by any other employee or group of employees, not so released.
- E) The existence of such extraordinary conditions during the employee's next regular workday, by itself, shall not automatically relieve the employee from work. It shall be the obligation of the employee to communicate with the employee's Department Head to ascertain whether or not the employee must report to work. Such communication by the employee shall be prior to the employee's normal starting time.
- F) The Chairman of the Board or the Vice Chairman of the Board's discretion shall not be review able.

ARTICLE 51. EMPLOYEE ASSISTANCE PROGRAM

- A) Employees are the most valuable asset of any organization. When employees are unable to function successfully in the workplace because of problems at work or home, the cost to business, industry, and government in lost time, decreased productivity, medical expenses, low morale, and on-the-job accidents is estimated to be billions of dollars annually. Employee assistance programs (EAPs) are designed to help employees address and alleviate problems that affect their job performance, so they can return to productive employment.

- B) The Essex County Employee Assistance Program (EC EAP) is a benefit designed to help county employees identify and resolve personal and work-related problems, so they can balance the demands of work, home, and life. EC EAP services are confidential, voluntary, and offered at no cost to Essex County employees and their families. EAP helps employees by providing information, assessment and referral services, and support for a broad range of issues including anxiety and depression, relationship conflicts, workplace issues, gambling, substance abuse, grief, health and wellness, finances, elder care, parenting, domestic violence, legal, childcare and stress.
- C) EC EAP is a peer assistance model. Services are provided by county employees who serve as EAP coordinators. The coordinators understand the unique culture of their agencies and are approachable and knowledgeable resources for other agency employees.
- D) The county has an EAP committee with representatives appointed by labor and management. The EAP committee is an integral component of the peer model. Committee members are responsible for promoting their agency's EAP and selecting the coordinator from among their peers in the county. EAP coordinators are selected because they are compassionate, trustworthy, and committed to helping others.
- E) CSEA representatives may recommend or suggest EAP to an employee, but it remains the employee's decision whether or not to contact EAP. CSEA representatives are encouraged to contact the EAP Coordinator to discuss possible referrals to EAP.
- F) Information related to participation within the program can be obtained from the Personnel Office or can be located on the County's Web site at:
<http://www.co.essex.ny.us/downloads/Employee%20Assistance%20Manual.pdf>

ARTICLE 52. GRIEVANCE PROCEDURE

Section 1. Purpose

- A) The County and the CSEA recognize that in the interest of harmonious relations, a procedure is necessary whereby employees can be assured of prompt impartial and fair processing of their grievances. The procedure shall be available to bargaining unit employees so entitled and identified under this article and no reprisals shall be taken against an employee initiating or participating in the grievance procedure. The grievance procedure shall be the exclusive method of resolving both contractual and disciplinary grievances for such employees so entitled and identified under this article.
- B) The parties agreed for the purposes of clarity these Grievance Procedures shall be distinctly identified by separate Sections of this Article based upon the following;
 - 1) A "Contract Grievance" (Section 4.) which is an alleged violation, misinterpretation or misapplication of a specific article(s) or section(s) of this

Agreement as adopted by the parties, open to all members of the bargaining unit.

- 2) A "Disciplinary Grievance" (Section 5.) which involves a suspension without pay, a reduction in pay, a demotion of position or a termination from employment, open to bargaining unit employees so entitled and identified under this article who are not covered under Section 75 or 76 of the New York State Civil Service Law or any other Articles of the New York State Civil Service Law as they relate to employee discipline.

Section 2. Definitions

- A) "Employee" shall mean a member of the bargaining unit covered by this Agreement.
- B) "Contract Grievance" shall mean an alleged violation, misinterpretation or misapplication of a specific article(s) or section(s) of this Agreement as adopted by the parties.
- C) "Disciplinary Grievance" is an objection to an appointing authority's /department head suspension without pay, reduction in pay, demotion of position or termination from employment or any other form of discipline not addressed by New York State Civil Service Law Sections 75 and 76 or other New York State Laws regarding employee discipline.
- D) "Day(s)" Day, as used in this Article, means calendar day. The days and times shall be computed by excluding the first and including the last day, except when the last day falls on Saturday, Sunday or legal holiday, the act may be initiated on the next succeeding day which is not a Saturday, Sunday, or legal holiday.
- E) "Grievance Form" shall be a mutually agreed upon form for the filing of grievances.
- F) "Class Action Grievance" shall mean a grievance filed by CSEA which alleges a violation of this Agreement and affects members in more than one (1) department, provided that at least one member so affected signs the grievance. Such Class Action Grievance must be filed with the County Manager/Administrator or his/her designee within ten (10) calendar days of when the CSEA knew or should have known of the events and conditions on which it is based.

Section 3. Declaration of Basic Principles

- A) The County and the Association agree that efforts should be made to resolve alleged grievances at the informal stage before resorting to the formal steps of the grievance procedure.
- B) An employee or the Association shall have the right to present grievances in accordance with procedures provided herein, free from coercion, restraint, discrimination, or reprisal and shall have the right to be represented only by the Association at all stages of the grievance procedure.

- C) Any and all-time limitations herein set forth may be extended only by written mutual consent of the County and the Association.
- D) Ordinarily, grievance discussions, meetings, conferences, and hearings will be conducted during the normal workday.
- E) The move to arbitrate on behalf of the employee shall require approval of the Association.
- F) Failure on the part of CSEA to pursue a grievance in a timely fashion shall constitute a waiver of said grievance. Failure on the part of the County to answer a grievance in a timely fashion shall allow the CSEA to move to the next step of the procedure.
- G) Department Head or County Manager as used in the Grievance Procedure shall include the Department Head's or County Manager's designee.

Section 4. Contract Grievance

A) Step 1 - Department Head or His /Her Designee

- 1) A member having a contract grievance shall present it to his/her Department Head or his /her designee within ten (10) calendar days of the date on which the grievant knew or reasonably should have had knowledge of the event giving rise to the grievance.
- 2) The contract grievance at this step shall be submitted to the Department Head or his/her designee in writing using a form mutually agreed upon by the parties.
- 3) Contract grievances submitted beyond the ten (10) calendar day time limit will not be honored.
- 4) The contract grievance forms as mutually agreed upon, shall specify the article(s) and/or section(s) or combination thereof of the Agreement which he/she alleges has been violated, and specify the remedy sought. The Department Head or his/her designee shall indicate the date and time of his/her receipt of the form.
- 5) Within ten (10) calendar days of the Department Head or his/her designee receipt of the written contract grievance, he/she shall schedule a meeting with the grievant and the appropriate management personnel, as needed, to discuss the contract grievance.
- 6) A CSEA representative shall attend this meeting. He/she may represent the grievant unless requested not to do so by such grievant.
- 7) The Department Head or his / her designee shall render a decision in writing and return a copy to the grievant and the CSEA Representative within ten (10) calendar days after the meeting with the grievant.

B) Step 2 - County Manager or His /Her Designee

- 1) If the Association is not satisfied with the decision made in Step 1, subsection 7., it may, within ten (10) calendar days thereafter, request a review and determination of the grievance by the County Manager or his /her designee.
- 2) Such request shall be in writing and shall include all documents and statements presented at Step 1, including the decision of the Department Head, if applicable.
- 3) The County Manager or his/her designee shall, at the request of the Association, hold a meeting within ten (10) calendar days after receiving the request. The aggrieved party and representative, if any, may appear at the meeting to present oral and/or written statements or arguments.
- 4) Within ten (10) calendar days after the close of the meeting, or lacking such meeting request, the County Manager / Administrator or his/her designee shall issue a written decision and communicate same in writing to the Association.

C) Step 3 - Contract Grievance Arbitration

- 1) If the Association is not satisfied with the decision at Step 2, subsection 4., then it may appeal to PERB for arbitration within ten (10) calendar days from the receipt of the decision and thereafter the parties shall be bound by PERB's procedures for arbitration.
- 2) The fees and expenses of the arbitrator shall be borne equally by the parties.
- 3) The arbitrator's decision will be in writing and will set forth his findings, reasoning and conclusions on the issues submitted and be binding on both parties on matters pertaining to the interpretation of the Contract Articles contained in this Agreement.
- 4) The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement.
- 5) The arbitrator shall have no power to alter, add or to detract from the provisions of this agreement.

Section 5. Disciplinary Arbitration

- A) Disciplinary Arbitration shall only be available to those employees who are not entitled to due process under Section 75 and 76 of the New York State Civil Service Law or any other statutory disciplinary procedures contained in New York State Civil Service Law.
- B) An employee who is not entitled to the statutory disciplinary procedures contained in New York State Civil Service Law Section 75 as noted as Section A., above and who wishes to proceed with a disciplinary objection or challenge which involves a

suspension without pay, a reduction in pay, a demotion of position or a termination from employment shall file such disciplinary grievance directly to the County Manager or his/her designee within ten (10) calendar days of notification of such disciplinary action. The notice shall contain the statement of charges and penalties, upon which the employee is basing such objection/challenge.

- C) No hearing shall be required. The County Manager or his/her designee shall review the documents submitted, issue a decision in writing, and return copies to the grievant, and the Association within ten (10) calendar days of receipt of the disciplinary grievance. No rationale or discussion of the merits of the grievance shall be required with the decision, although the same may be provided.
- D) The parties may by mutual agreement, schedule a meeting to be held between the County Manager or his/her designee and the Association Representative assigned to handle the arbitration in an effort to resolve the Disciplinary Grievance prior to the issuance of the County Manager or his/her designee's decision.
- E) If such meeting is scheduled, the time frame for a decision of the County Manager or his/her designee shall be ten (10) calendar days from the date of such meeting, thereby altering the time frame as identified in Sub Section C., above.
- F) If the Association is not satisfied with the decision of the County Manager or his/her designee as it relates to this Disciplinary Grievance it may appeal to PERB for arbitration within ten (10) calendar days from the receipt of the Step 2., subsection 4., decision and thereafter the parties shall be bound by PERB's procedures for arbitration.
- G) The decision of the arbitrator shall be final and binding on the parties.
- H) The cost for the arbitrator shall be shared equally by the parties.
- I) The election to submit a disciplinary grievance to arbitration shall be deemed a waiver of all other remedies or forums which otherwise might be available in resolving disputes under this Agreement.

Section 6. Misc. Items applicable to Contract & Disciplinary Grievances

- A) The grievant or his/her Association Representative and the County, may mutually agree, at any step, to a time extension, but such agreements must be in writing and signed by both parties. Any step in the grievance procedures may be skipped by mutual consent, written, and signed by both parties.
- B) In the absence of such mutual extensions, should the grievant or his/her Association Representative fail to comply with the time limits specified herein, the grievance will be considered to have been resolved in favor of the position of the County and that decision will be final.

- C) Grievances must be processed by the County whether or not the grievant or his /her association representatives attend the meetings provided for in this Article in accordance with the time limits set out herein. The grievance will, at any step where response by the County is not forthcoming within the specified time limits, automatically be considered submitted to the next successive step in the grievance procedure.
- D) The parties agree, however, that absent extenuating circumstances an Association representative and the grievant must be present at PERB arbitration hearing to have the arbitrator consider a grievance on its merits.
- E) By mutual consent, the parties may waive a hearing and submit the issue on written materials only.
- F) By mutual consent the parties may alter any of the procedures set forth in this Article.
- G) At any step in the grievance procedures for Contract and Disciplinary issues, the Association shall have the final authority, in respect to any aggrieved employee covered by this Agreement, to decline to process further a grievance, if, in the judgment of the Association, such grievance lacks merit or justification under the terms of this Agreement or has been adjusted or rectified under the terms of this Agreement to the satisfaction of the Association.
- H) Any employee who elects to pursue any claim through a lawsuit or other such administrative procedure shall thereafter be precluded from processing the same or similar claim as a grievance hereunder, except as may be provided by state or federal law.
- I) The arbitrator's decision will be in writing and will set forth his findings, reasoning and conclusions on the issues submitted and be binding on both parties on matters pertaining to the interpretation of the Contract Articles or objection/challenge to disciplinary action.

ARTICLE 53. TERM OF AGREEMENT

A) This contract shall be effective as of January 1, 2022, and shall continue in full force and effect until midnight December 31, 2023.

FOR CSEA:

FOR THE COUNTY:

Signatures by the Authorized Parties:

By: Wendy Sayward

By: Shaun Gilliland

Unit President 6800

Chairman, Board of Supervisors

By: Terry Guynup

By: Daniel L. Palmer

CSEA, Labor Relations Specialist

County Manager

ADDENDUM – A- POSITION GRADES

1) All Positions and Grades listed within the Addendums are subject to change during the term of the contract by action of the Essex County Board of Supervisors. All listings are believed to be accurate at the time of the contract renewal. The tables are included within the contract as a reference for the parties. The actual amount an employee is entitled to be paid is documented within the Personnel Office on the employees' official roster record.

GRADE	35 HOUR POSITION	40 HOUR POSITION
1	N/A	N/A
2	Student Trainee	
3	Records Retention Aide Mobility Trainer Mail & Supply Clerk Trainee	Cleaner Laborer Engineering Intern
4	Aging Services Aide Bus Driver Trainee Community Services Aide Data Entry Machine Operator Mail & Supply Clerk Typist Youth Services Aide Election Aide Clerk	Building Maintenance Helper Watchperson
5	Computer Operator Trainee Medical Records Clerk Motor Vehicle Operator Recording Clerk	N/A

GRADE	35 HOUR POSITION	40 HOUR POSITION
	Probation Aide	
6	Account Clerk Account Clerk / Typist Homemaker Home Health Aide Motor Vehicle License Clerk Records Management Clerk Senior Clerk Senior Typist Youth Services Worker Transportation – Dispatcher Certified Peer Specialist DSS Account Clerk Trainee	Cook Fish Hatchery Attendant Maintenance Person Bus Driver Motor Equipment Operator Trainee Software Support Assistant Trainee
7	Micro Computer Operator Network Technician Trainee Real Property Tax Services Aide Receptionist Senior Aging Services Aide Senior Recording Clerk Support Investigator DSS Account Clerk	Court Attendant / Detention Aide Matron Head Bus Driver Software Support Assistant
8	Computer Operator Community Health Worker Senior Account Clerk Senior Account Clerk / Typist	Fish Hatchery Technician Maintenance Mechanic Motor Equipment Operator Senior Building Maintenance Helper

GRADE	35 HOUR POSITION	40 HOUR POSITION
	Senior Receptionist Senior Stenographer Senior Typist / Receptionist Social Services Worker Senior Youth Services Worker Veterans Services Aide	Stock keeper Computer Programmer/Analyst Trainee
9	Administrative Assistant Assistant Motor Vehicle Supervisor Data Collector Real Prop. Tax Serv. Aide/Data Col. Supervising Bus Driver Principal Recording Clerk Principal Records Management Clerk Tax Map Technician Medical Services Assistant DSS Senior Account Clerk	Auto Mechanic Electrician Sign Shop Worker Emergency Services Call Taker-Dispatcher Senior Maintenance Mechanic Senior Cook
10	Computer Programmer / Specialist Data Collector / Mass Appraiser Juvenile Specialist Children's Services Specialist Probation Assistant Social Services Investigator Specialist, Services for Aging WIC Nutrition Educator Youth Project Coordinator	Construction Equipment Mechanic EMT / Driver Heavy Equipment Operator Welder Senior Fish Hatchery Technician Payroll Assistant Senior Stockkeeper EMT / Driver

GRADE	35 HOUR POSITION	40 HOUR POSITION
	Caseworker Assistant	
11	Handicapped Child Serv. Specialist Managed Care Coordinator Principal Account Clerk Senior Data Collector Senior Computer Operator Senior Social Services Worker Senior Support Investigator Senior RPTS Aide / Data Collector WIC Program Nutritionist Project Coordinator Mental Health Project Coordinator	Maintenance Supervisor Construction Equipment Operator Senior Emergency Comm. Dispatcher Advanced EMT / Driver
12	Computer Programmer Computer Programmer / Analyst Grant Assistant Network Technician Social Worker Junior Planner Real Property Tax Specialist Probation Officer Trainee Tax Map Technician I Senior Assessment Control Examiner Supportive Care Manager Senior Data Collector/Mass Appraiser Senior Tax Map Technician	Fairgrounds Supervisor Advanced EMT – CC Driver Facilities & Events Coordinator

GRADE	35 HOUR POSITION	40 HOUR POSITION
	Youth Program Coordinator Title Searcher Psychiatric Social Worker Trainee DSS Principal Account Clerk Services Coordinator Covid 19 Response Specialist Telehealth Coordinator	
13	Aids Educator Enforcement Public Health Outreach Coordinator Public Health Educator Security Officer I Social Services Manager WIC Program Coordinator RPTS Aide II Grants Administrator Mental Health Outreach Coordinator	Paramedic / Driver
14	Associate Planner Medical Services Specialist Probation Officer Staff Development Coordinator Tax Map Technician II Transportation - Dispatcher Senior Real Property Tax Specialist	Public Works Building & Grounds Supervisor Public Works Maintenance Supervisor Supervising Mechanic Hazmat/WMD Response Team

GRADE	35 HOUR POSITION	40 HOUR POSITION
	Caseworker Disease Specialist	
15	Children's Services Supervisor Senior Computer Specialist Senior Public Health Educator Senior Network Technician	Senior Public Works Maintenance Supervisor
16	Enhanced 911 Coordinator DSS Computer Systems Coordinator Senior Computer Programmer / Analyst Senior Probation Officer HIV/Aids Program Coordinator Senior Caseworker Assessor	N/A
17	Accountant Fiscal Manager DSS Fiscal Manager Probation Supervisor (+ 2%) Psychiatric Social Worker Network Coordinator Public Health Planner Case Supervisor Grade B	Detective General Public Works Supervisor

ADDENDUM – B – SALARY TABLES

A. Hourly Grade Rate Salary Table - Hired Prior to January 1, 2009

Hourly Grade Rate	2021 Hourly Grade Rate (Previous Contract)	2022 Hourly Rate Increase 4.00%	2023 Hourly Rate Increase 4.00%		
Grade 1	\$13.84	\$14.39	\$14.97		
Grade 2	\$14.88	\$15.48	\$16.10		
Grade 3	\$15.89	\$16.53	\$17.19		
Grade 4	\$16.93	\$17.61	\$18.31		
Grade 5	\$17.98	\$18.70	\$19.45		
Grade 6	\$18.99	\$19.75	\$20.54		
Grade 7	\$20.03	\$20.83	\$21.66		
Grade 8	\$21.07	\$21.91	\$22.79		
Grade 9	\$22.10	\$22.98	\$23.90		
Grade 10	\$23.13	\$24.06	\$25.02		
Grade 11	\$24.15	\$25.12	\$26.13		
Grade 12	\$25.23	\$26.24	\$27.29		
Grade 13	\$26.25	\$27.30	\$28.39		
Grade 14	\$27.27	\$28.36	\$29.49		
Grade 15	\$28.32	\$29.45	\$30.63		
Grade 16	\$29.35	\$30.52	\$31.74		
Grade 17	\$30.38	\$31.60	\$32.86		

- 1) Note: All hourly rates identified within the tables are rounded to the second decimal place. The County's financial accounting software, when percentage increases are applied, round such calculations to the sixth decimal place which may in some case slightly alter the hourly rate paid to an employee based upon standard rounding rules.

B. Hourly Grade Rate Salary Table – Hired After January 1, 2009

Hourly Grade Rate	2021 Hourly Grade Rate (Previous Contract)	2022 Hourly Rate Increase 4.00%	2023 Hourly Rate Increase 4.00%		
Grade 1	\$12.47	\$12.97	\$13.49		
Grade 2	\$13.39	\$13.93	\$14.49		
Grade 3	\$14.31	\$14.88	\$14.48		
Grade 4	\$15.25	\$15.86	\$16.49		
Grade 5	\$16.18	\$16.83	\$17.50		
Grade 6	\$17.09	\$17.77	\$18.48		
Grade 7	\$18.04	\$18.76	\$19.51		
Grade 8	\$18.96	\$19.72	\$20.51		
Grade 9	\$19.89	\$20.69	\$21.52		
Grade 10	\$20.81	\$21.64	\$22.51		
Grade 11	\$21.75	\$22.62	\$23.53		
Grade 12	\$22.70	\$23.61	\$24.55		
Grade 13	\$23.64	\$24.59	\$25.57		
Grade 14	\$24.54	\$25.52	\$26.54		
Grade 15	\$25.49	\$26.51	\$27.57		
Grade 16	\$26.41	\$27.47	\$28.57		
Grade 17	\$27.35	\$28.44	\$27.58		

1) Note: All hourly rates identified within the tables are rounded to the second decimal place. The County's financial accounting software, when percentage increases are applied, round such calculations to the sixth decimal place which may in some case slightly alter the hourly rate paid to an employee based upon standard rounding rules.

ADDENDUM – C – UNGRADED POSITION AND SALARY TABLE

C. Hourly Grade Rate Salary Table - Hired Prior to January 1, 2009

POSITION TITLE	Departmental Work Hours	2021 Hourly Grade Rate (Previous Contract)	2022 Hourly Rate Increase 4.00%	2023 Hourly Rate Increase 4.00%		
WIC Nutritionist	35	\$28.99	\$30.15	\$31.36		
Registered Nurse	37.5	\$31.47	\$32.73	\$34.04		
Public Health Nurse	37.5	\$33.90	\$35.26	\$36.67		
Home Health Aide Coordinator	37.5	\$25.52	\$26.54	\$27.60		
Licensed Practical Nurse	37.5	\$25.52	\$26.54	\$27.60		
Graduate Practical Nurse	37.5	\$25.52	\$26.54	\$27.60		
Sign Maintenance Supervisor	40	\$26.22	\$27.27	\$28.36		
Coordinator for Servs. of the Aging	35	\$28.27	\$29.40	\$30.58		
Jail Nurse	40	\$31.47	\$32.73	\$34.04		
Physical Therapist	37.5	\$40.54	\$42.16	\$43.85		
WIC Program Coordinator	35	\$33.90	\$35.27	\$36.69		

D. Hourly Grade Rate Salary Table – Hired After January 1, 2009

POSITION TITLE	Departmental Work Hours	2021 Hourly Grade Rate (Previous Contract)	2022 Hourly Rate Increase 4.00%	2023 Hourly Rate Increase 4.00%		
WIC Nutritionist	35	\$26.08	\$27.12	\$28.20		
Registered Nurse	37.5	\$28.32	\$29.45	\$30.63		
Public Health Nurse	37.5	\$30.50	\$31.72	\$32.99		
Home Health Aide Coordinator	37.5	\$22.97	\$23.89	\$24.85		
Licensed Practical Nurse	37.5	\$22.97	\$23.89	\$24.85		
Graduate Practical Nurse	37.5	\$22.97	\$23.89	\$24.85		

Sign Maintenance Supervisor	40	\$23.58	\$24.52	\$25.50		
Coordinator for Servs. of the Aging	35	\$25.45	\$26.47	\$27.53		
Jail Nurse	40	\$28.32	\$29.46	\$30.64		
Physical Therapist	37.5	\$36.49	\$37.95	\$39.47		
WIC Program Coordinator	35	\$30.50	\$31.72	\$32.99		
Occupational Therapist Assistant	40	\$30.97	\$32.21	\$33.50		
Physical Therapist Assistant	40	\$30.97	\$32.21	\$33.50		

1) Note: All hourly rates identified within the tables are rounded to the second decimal place. The County's financial accounting software, when percentage increases are applied, round such calculations to the sixth decimal place which may in some case slightly alter the hourly rate paid to an employee based upon standard rounding rules.

ADDENDUM - D. - MOA AGREEMENT – PREMIUM PAY / VACCINE INCENTIVE

- A) Except as revised or amended below, the language of this Collective Bargaining Agreement (CBA) by and between Essex County and the Civil Service Employees, Inc. Local 1000, AFSCME, AFL-CIO, Essex County's General Unit 6800 of Essex County Local 816 will continue in effect. This agreed upon MOU is **a one-time premium pay plan and vaccine incentive program** as provided for under the U.S. Department of Treasury's Coronavirus State and Local Fiscal Recovery Funds interim final rule published in the Federal Register on May 17, 2021 (86 FR 26786), (commonly referred to as the American Recovery Act). Recipients may use Coronavirus State and Local Fiscal Recovery Funds to respond to the COVID-19 public health emergency, including expenses related to COVID-19 vaccination programs. See 31 CFR 35.6(b)(1)(i). The cost of programs that provide incentives reasonably expected to increase the number of people who choose to get vaccinated, or that motivate people to get vaccinated sooner than they otherwise would have, are an allowable use of funds so long as such costs are reasonably proportional to the expected public health benefit.
- B) Premium Pay Eligible Uses includes essential workers who are in critical infrastructure sectors who regularly perform in person work, interact with others at work, or physically handle items handled by others. As of July 19, 2021, Critical infrastructure sectors include healthcare, education and childcare, transportation, sanitation, grocery and food production, and public health and safety, among others, as provided in the Interim Final Rule. **Governments receiving Fiscal Recovery Funds** have the **discretion to add additional sectors to this list**, so long as the sectors are considered critical to protect the health and well-being of residents. The final interim rules provides that an essential worker may receive both retrospective premium pay for prior work as well as prospective premium pay for current or ongoing work. The Interim Final Rule emphasizes the need for recipients to prioritize premium pay for lower income workers.
- C) The County and its workforce provide constituents with a full range of services which includes but not limited to front line response, direct service providers, infrastructure sectors including healthcare, transportation, sanitation, police and jail security and public health and safety, all of which must be protected from the COVID-19.
- D) The parties believe the failure to vaccinate as many individuals as possible may lead to variants of the virus which would increase the impact of the pandemic at all levels and severely increase the chances of our employees and the public

contracting COVID-19, effecting the overall operation of County government and the services we provide.

- E) The parties agree this Premium Pay / Vaccine Incentive would encourage and reward those employees who choose to get vaccinated and reward all employees for the dedication and service they have shown throughout this pandemic as they continue to serve the public during all phases of the pandemic.
- F) By way of this MOA the parties agree to provide a premium pay program to bargaining unit employees of the Essex County's General Unit 6800, Essex County Local 816 at the set rate of \$2.00 per hour up to a maximum amount of \$2,000.00 per employee for eligible work perform from March 1, 2020, thru December 31, 2022. By providing a set dollar amount for each employee, the percentage on hourly rates is a greater impact for lower income workers than higher income workers and prioritizes premium pay for lower income workers.
- G) This Premium Pay / Vaccine Incentive program shall sunset on December 31, 2022.
- H) The parties to this Memorandum of Agreement hereby agree to this Premium Pay / Vaccine Incentive program to be funded from the American Recovery Act Coronavirus State and Local Fiscal Recovery Funds, as follows:

SUBSECTION 1- MOA Agreement – Terms and Conditions

The following terms and conditions apply to this one-time Premium Pay / Vaccine Incentive as follows:

- a) All terms and conditions related specifically to this MOA is subject to ratification by both the County and the CSEA by their respective parties. No payments under this program shall occur without such ratification occurring. Nothing within this MOA shall obligate either party under any future negotiations should the parties fail to agree on the current contract negotiations.
- b) Participation within this one-time Premium Pay / Vaccine Incentive is voluntary in the context of this MOA and there is no obligation for employees to participate if they choose not to. However, nothing within this agreement is to be construed to mean the County doesn't have the right, obligation, or responsibility to implement a vaccine mandate now or in the future should such mandate prove to be necessary in the opinion of the County.
- c) All Full Time and Part Time employees within Essex County's General Unit 6800 of Essex County Local 816 who provide proof of vaccination to the Essex County Personnel Office would be entitled to a \$2.00 per hour Premium Pay / Vaccine

Incentive for eligible work perform from March 1, 2020, thru December 31, 2022, as determined by timesheet review. Such Premium Pay amount shall not exceed \$2,000.00 per employee under any circumstance. Payment for such Premium Pay / Vaccine Incentive shall be provided to the participating employees as soon as administratively possible based upon submission of proof to the Personnel Office. Payments would be processed on or within the normal bi-weekly payroll periods dependent upon the volume of request within any particular period.

- d) Employees **who are not** currently vaccinated but wish to participate in the incentive program must begin the required vaccine requirements within 30 days and complete vaccination requirements within 60 days of the ratification of the bargaining agreement (and the included Premium Pay / Vaccine Incentive MOA) in order to be eligible for such payment as described in ADDENDUM D Section F), above.
 - 1) Employees who are notified by the County that they are eligible for the Premium Pay / Vaccine Incentive based upon the minimum 1000 hours of work required must within 30 days notified the County that they wish to participate and must complete vaccination requirements as noted in subsection d) above. Failure to do so, will invalidate the employee's participation within the program.
- e) Newly hired employees of this bargaining unit, who can provide acceptable proof of vaccination, will be eligible for a recruitment payment upon completion of all necessary pre-employment requirements and must have started working for the County in order to be eligible for the upfront payment of \$1,000.00 for recruitment purposes. Additionally, such newly hired employees would be entitled to an additional payment of \$1,000 after they have completed a minimum 500 hours of work, as determined by timesheet review. All such recruitment payments for newly hired employees would sunset on December 31, 2022.
- f) Newly hired employees of this bargaining unit, who have not been vaccinated who wish to participate in the Premium Pay / Vaccine Incentive program must begin the vaccine requirements within thirty (30) days of the date of hire and must complete their vaccination requirements within sixty (60) days in order to be eligible for such payment as described in subsection e) above.
- g) In order to protect the disclosure of any confidential medical information, it will be the employee's responsibility to provide proof of vaccination from his/her doctor, pharmacy or by other acceptable means.

- h) The County will set up a Vaccine Incentive Review committee, comprised of three (3) members, one of whom will be a representative of the Essex County Health Department, one will be a member of management and one a member of the bargaining unit to review and consider any instances where an employee due to medical reasons, seeks an exemption from the vaccine.
- i) If the committee determines the medical proof provided by a New York State Certified Physician is a valid reason why the employee has not been vaccinated, then the employee would become eligible for the incentive and be given an exemption for medical reasons.
- j) If the medical reason is based upon a condition of limited time, the employee would be expected to be vaccinated when cleared by their physician to do so, prior to receiving the incentive as described in ADDENDUM D Section F)., above.
- k) As a condition for the granting of the medical exemption, and at the County's discretion, the County may request the employee to wear a mask, measure body temperature, social distance, work a modified shift, work remotely, obtain a linear reassignment or any other reasonable accommodation that does not pose an undue hardship to the County.
- l) If the Vaccine Incentive Review Committee rejects the medical exemption request the committee will provide its reasoning in writing to the employee.
- m) Nothing herein shall prevent the County from establishing reasonable accommodations under the law or from protecting its workforce and using any and all lawful means to protect individuals and the County from the "COVID-19 Virus".
- n) The committee shall provide a written response within fifteen (15) days relating to an employee request. The decision to grant a medical exemption shall be solely within the discretion of the Vaccine Incentive Review Committee based upon facts and information submitted and current law.
- o) Any and all medical proof submitted by an employee wishing to take advantage of a medical exemption shall be held in a secure web portal or in a separate personnel file marked "Confidential Health Information".
- p) Employees who wish to voluntarily participate in the Premium Pay/Vaccine Incentive Program but object to the administering of immunization due to sincerely held and genuine religious beliefs, not based on personal or secular

reason, will be addressed on a case-by-case basis by the Vaccine Incentive Review Committee, who will review and consider an employee's claim of a religious exemption. The review by the Committee shall be based on the latest Federal and State regulations, any pertinent court cases which may currently exist, as well as any and all pertinent and reasonable requests for information by the County. Employees wishing to be considered for a religious exemption must submit a letter to the Committee detailing their sincerely held and genuine religious belief for the basis of the religious exemption and will be required to provide additional supplementary evidence or proof within fifteen (15) business days.

- q) Any employee who participates in this Program and is granted a medical or religious exemption, shall be required to undergo testing at the County's option, at least once a week to ensure that they are not infected by the virus and to protect employees and the public.
- r) With respect to the above medical and religious exemptions, the County will also consider the impact on other employees and the public's safety, workplace productivity, expense, whether the exemption will cause disruption in a department or whether the exemption can be accommodated without undue hardship to the County as established by law.
- s) The Health Department will accommodate and coordinate vaccines for those individuals wishing to participate in the incentive, but nothing would prevent employees from obtaining their vaccine from other locations but must provide proof of such other vaccination to the Essex County Personnel Office, in order to be eligible for the Premium Pay / Vaccine incentive.
- t) Nothing contained herein shall preclude Essex County, in its discretion, and should circumstances exist from mandating vaccinations in the future for all its employees before coming to work and adopting policies and procedures in this regard up to and including termination for failure to obtain a mandated vaccine. Additionally, nothing contained herein shall prevent the County from instituting any additional policies, regulations, or laws relative to protection of employees and the public from the Corona virus during the pandemic.

Memorandum of Agreement – Premium Pay / Vaccine Incentive
Signature Page.

A) This Memorandum of Agreement as it relates to the Premium Pay / Vaccine Incentive identified within Addendum D: shall be effective based upon the Terms and Conditions as identified under the MOA.

FOR CSEA:

FOR THE COUNTY:

Signatures by the Authorized Parties:

By: Wendy Sayward

By: Shaun Gilliland

Unit President 6800

Chairman, Board of Supervisors

By: Terry Guynup

By: Daniel L. Palmer

CSEA, Labor Relations Specialist

County Manager