AGREEMENT

by and between the

COUNTY OF CLINTON

and the

THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000/AFSCME, AFL-CIO,
CLINTON COUNTY UNIT 6450 & 6466 OF LOCAL 884

January 1, 2004 - December 31, 2008
C.S.E.A. Unit Officials

President: Joseph Musso, Probation Department
First Vice President: Mary Burke, Clinton Community College
Second Vice President: Bernard Vann, Central Stores & Mailing
Third Vice President: Peggy Clifford, Health Department
Treasurer: Patricia Baker, Alcohol Program Recording
Secretary: Deanna Rock, Health Department
C.S.E.A. Labor Relations Specialist: Kenneth L. Lushia

6 Booth Drive
Plattsburgh, New York 12901

2004-2007 County Legislature

Celine Paquette, Area One Robert Butler, Area Six
Samuel Trombley, Area Two James Langley, Jr., Area Seven
Joseph Giroux, Area Three Jacqueline Walker, Area Eight
Sara Rowden, Area Four John Gallagher, Area Nine
Keith Defayette, Area Five Robert Heins, Area Ten

William J. Bingel, County Administrator
Michael Zurlo, Legislative Assistant
Alan Gibson, Personnel Director
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AGREEMENT BETWEEN THE COUNTY OF CLINTON, NEW YORK
AND THE CLINTON COUNTY UNIT
OF THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

THIS AGREEMENT is effective January 1, 2004 between the County of Clinton, New York, a municipal corporation existing under the laws of the State of New York, party of the first part, hereinafter called the “Employer”, and THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000/AFSCME, AFL-CIO, CLINTON COUNTY UNIT 6450 & 6466 OF LOCAL 884 a membership corporation, party of the second part, hereinafter called “C.S.E.A.”.

WITNESSETH

ARTICLE 1
PREAMBLE

The Employer and C.S.E.A. do hereby declare it to be their mutual policy that in order to promote harmonious labor relations between the Employer and its employees, the principle of collective bargaining is to be employed pursuant to the New York State Public Employees Fair Employment Act and that no article or section in this contract is intended to be construed as in violation of any New York State Civil Service Law. Both parties to this agreement furthermore affirm that public employment is to be regarded as a lifelong career and that as such, the terms, conditions of employment and working conditions shall be of the highest caliber to attract and maintain in employment with Clinton County, the best personnel available. We furthermore affirm that each employee shall at all times be a dedicated, courteous and efficient representative of public employment realizing full well that he/she is under the constant scrutiny of the public at large and that he/she is performing an essential service private enterprise cannot undertake.

ARTICLE 2
RECOGNITION OF BARGAINING UNIT

Section 1. The Employer recognizes C.S.E.A./AFSCME, AFL-CIO LOCAL 1000 (hereafter referred to as C.S.E.A.) as the sole and exclusive bargaining agent and representative for all County employees for the purpose of collective negotiations of all terms and conditions of employment and administration of grievances for the maximum period of time stipulated under Section 208 (2) of the Public Employees Fair Employment Act.

Section 2. The Employer agrees that it shall deduct from the wages of the members of C.S.E.A. (persons who have signed a membership card) and remit to C.S.E.A., or its designated agent, the regular membership dues and other authorized deductions for those members of C.S.E.A. who sign authorization permitting such payroll deductions. Such deductions shall be made in accordance with the authorization signed by the member and shall be revocable only in accordance with the instructions contained in the written authorization. The County agrees to remit such amounts that are withheld to the Association, or its designated agent, once each month or in such manner as the Employer and C.S.E.A. may otherwise agree. The employer shall deduct from the salary of every non-member in this negotiating unit an agency fee deduction equal in amount to the dues established by C.S.E.A., Inc. Said Agency Fee and regular dues
of union members shall be transmitted in a single check to C.S.E.A., Inc., 143 Washington Avenue, Albany, New York 12210. Payroll deductions for Clinton Community College will list separate union dues and insurances.

The Employer will provide the C.S.E.A. County Unit with a list of all employees within the Bargaining Unit once each fiscal year. The Employer will also provide the Unit President with a list of new employees in the unit each payroll. C.S.E.A. will provide new employees in the unit with a packet of information at the time of hire.

Section 3. The Clinton County Unit of C.S.E.A. affirms that it does not assert the right to strike against the Employer or to assist, participate in or abet such a strike.

Section 4. When federal, state or local mandates cause revisions to policies and procedures within each department, then any relevant item of this contract may be opened for impact negotiations in accordance with the Taylor Law rights of each party.

ARTICLE 3
DEFINITION OF EMPLOYEES

Section 1. When an employee is hired, the Department Head (at CCC – Human Resources Officer) will identify the status of the employee on the form provided by the County. In the event the positional job status of the employee changes, the Department Head (at CCC – Human Resources Officer) will be responsible for notifying the employee of the change in employment status within five (5) days of such change.

When an employee resigns, no leave time may be used beyond an employee’s last physical day at work to extend or reach a resignation date.

Section 2. Definition/Status of Employee.

(a) Full-time Employee – a person employed by the County for a twelve (12) month period of time who normally works thirty-five (35) hours per week or more. Full-time employees shall be entitled to all the benefits provided for by this agreement.

(b) Part-time Employee – a person who is employed by the County who works less than the established workweek for the department. Part-time employees are entitled to benefits as stated herein under Article 31 of this Agreement.

(c) Temporary Employee – a person who is employed in accordance with Section 64 of the Civil Service Law. Employees in this category shall be paid at an hourly, per diem or weekly rate and shall not be entitled to any benefits except as prescribed by law or as agreed upon by both parties to this Agreement.

(d) Seasonal Employee – a person appointed to a position in the Non-competitive Class where the nature of service is such that it is not continued throughout the year, but recurs in each successive year. These positions are outlined in the Clinton County Civil Service Rules as Seasonal (See Appendix B). Other titles may be added to this Appendix pursuant to the Civil Service Law and as agreed upon by the parties to this Agreement. Employees in this category shall be paid at an hourly, per diem or weekly rate and shall not be entitled to any benefits except as
prescribed by law or as agreed upon by both parties to this Agreement.

(e) Provisional Employee – a person appointed pending examination in accordance with Civil Service Rules and Regulations for Clinton County. Full-time provisional employees shall be entitled to all the benefits provided for by this Agreement. Part-time provisional employees are entitled to benefits as stated herein under Article 31 of this Agreement.

Section 3. Seniority

Seniority shall commence upon the date of first permanent appointment. Part-time permanent employees shall be included in a separate seniority roster which shall be subordinate to the seniority roster of full-time employees. The County agrees to abide by such seniority preference list in connection with layoffs from and return to work based upon the individual employee and their job classification. Seniority in title shall be the deciding factor in shift selection and days off work.

Section 4. Maintenance of Benefits

1. An employee, regardless of status, in a position which entitles the employee to accumulate benefits, who accepts another position, whether in the same department or another department, shall be entitled to carry over and continue to use, his/her previously accumulated benefits as long as there is no break in service. After such change, the employee shall then accrue or be entitled to the benefits, if any, in the new category of employment as defined in this Article. This is not to be construed in any way to accord benefits to temporary employees except as stated in Section 2 (c).

(a) When a permanent employee is promoted within a department or to another department with no break in service, he/she will be placed on the step of the new grade which is equivalent to an increment in the old grade from which he/she was promoted but not to exceed the top step in the new grade. (This shall not apply to any other reallocation of employees). When a permanent employee is demoted within a department or to another department with no break in service, he/she will be placed on the step of the new grade which is equal to the next lowest salary from which he/she was demoted but not to exceed the top step in the new grade. (This shall not apply to any other reallocation of employees). When a permanent employee accepts another position in the same grade, whether in the same department or another department with no break in service, he/she will maintain the same step on the salary scale.

2. An employee in any category who has accumulated benefits and is laid off by the County and who subsequently returns to service within the time limits as provided by statute shall be entitled to restoration of benefits, commencing from the point of layoff, which were unused or not paid by the County at the time of layoff. Upon return to service, the employee shall then accumulate benefits, if any, in accordance with the terms of the position to which the employee was restored. No benefits shall accrue, apply or be credited for the period of time on layoff.

3. Any employee who terminated his/her service with the County by resignation or whose services are terminated by the County through dismissal rather than layoff through reduction in staff or job abolition, who may subsequently be re-employed by the County after a break in service shall start as a new employee. No benefits from prior County service shall apply or be credited in any way except that an employee who has resigned and returned to service within one year of such resignation shall be accorded restoration of seniority in accordance with Civil Service Law in the County.
4. Any employee who is reinstated in County service within one (1) year, subject to Rule XVIII, Subdivision 1 of the Clinton County Civil Service Rules and Regulations, shall be entitled to restoration of benefits. Upon return to service, the employee shall then accumulate benefits, if any, in accordance with the terms of the position to which the employee was reinstated. No benefits shall be credited for the period of time not in County service.

ARTICLE 4
POSTING OF POSITIONS

In the event a vacancy occurs which the County wishes to fill or a new position is created, said vacancy or position shall be posted within the appropriate department for seven (7) working days. The notice will list the qualifications and the salary for the position. Employees within the Department in which the vacancy occurs shall be given the opportunity to make first application. In filling the position, seniority shall be taken into consideration along with other qualifications of applicants. The final decision in all appointments is reserved to management within the parameters of Civil Service Law and County Rules for appointments.

In addition to posting job openings within the department, the Department Head will provide the Department of Personnel with a copy of all posting notices so that they can provide such information to other interested employees.

ARTICLE 5
OUT-OF-TITLE WORK

No person shall be employed under any title not appropriate to the duties to be performed and, except upon assignment by proper authority during the continuance of a temporary emergency situation, no person shall be assigned to perform the duties of any position unless he/she has been duly appointed, promoted, transferred or reinstated to such position in accordance with the provisions of the Civil Service Law, Rules and Regulations. No credit shall be granted in a promotional examination for out-of-title work.

ARTICLE 6
REALLOCATIONS

A reallocation is the movement of a title from one salary grade to another.

The following is the procedure for reallocations:

STEP 1 - Employee submits request in writing to the Department Head.
STEP 2 - Department Head makes written recommendation to the Personnel Committee within 14 working days of receipt.
STEP 3 - Personnel Committee makes recommendations to the full Legislature within 14 working days. Copies of the request and the Department Head comments, to be forwarded to each of the Legislators. Copies of the Personnel Committee and Department Head recommendations will be given to the employee and C.S.E.A.
STEP 4 - Employee and C.S.E.A. may ask for a re-hearing for presentation orally and/or in writing to the Personnel Committee within 7 working days of the notice of the Personnel Committee’s recommendation. The Personnel Committee shall re-hear such request within 14 working days of the
STEP 5 - After re-hearing, the Personnel Committee shall reconsider and submit to the full Legislature its recommendations within 14 working days – copies to employees and C.S.E.A. The Legislative Body shall act at the next regularly scheduled meeting on recommendations; all determinations shall be done in a fair and equitable manner. This procedure is not subject to the grievance process.

ARTICLE 7
COUNTY-WIDE PERFORMANCE EVALUATION

Each member of the bargaining unit will be evaluated by his/her immediate supervisor or Department Head at least one (1) time each year during his/her first five (5) years of service in the County. Additional evaluations, not to exceed three (3) per year, may be made by the Department Head or immediate supervisor as he/she determines. At the discretion of the Department Head, any member may be evaluated every other year after the fifth year. If the evaluator indicates a need for job performance improvement, the employee may ask for an additional evaluation. Suggestions for improving job performance may be made by the evaluator. In evaluating the job performance of any member of the unit, the Department Head may receive input from others who work with the unit employee in a supervisory or administrative capacity.

Each employee who is evaluated will receive a copy of the completed evaluation within ten (10) days. An evaluation conference will be conducted within five (5) days of the receipt of the completed form unless other arrangements are made. The employee will be asked to sign the evaluation at the completion of the conference to indicate that the employee has seen the evaluation and discussed it with the evaluator. Such signature does not imply agreement by the employee with the contents of the evaluation. The employee is entitled to append any comments he/she thinks necessary to the evaluation and such appendage will be placed in the employee’s file along with the completed evaluation form. All evaluation documents and appendages will be dated and signed before placement in the file. The Department Head, the employee, and the Department of Personnel will receive copies. The employee may request in writing that the supervisor send a copy to the Union President.

ARTICLE 8
PERSONNEL FILE

An employee shall have the right, upon reasonable request, to review the contents of his/her personnel file and make copies of any documents in it, at the employee’s expense, except for disciplinary and counseling documents which are provided free of charge. The review shall be during the open office hours of the Department of Personnel, and no file may be removed from the Department by the employee. Excluded from such review and copying are any pre-employment recommendations and documents not directly provided or completed by the employee. Upon the first review of the file, the employee shall sign and date each document in the file. In subsequent reviews, only the additional documents entered into the file since the prior review are to be dated and signed. The employee shall also have the right to submit a written response to material being placed in the file, and the response is to be attached to the document.
ARTICLE 9
LEAVE TIME YEAR

Effective January 1, 2003, the Leave Time Year for which vacation allowance, time credits and time deductions are calculated shall coincide with the payroll year (excluding Clinton Community College). The payroll year is defined as the 26 (or 27) pay periods whose pay dates (check date) all occur within the same calendar year. The following calendars (2003 through 2008) highlight the last leave time period of each year with a box marking the last day to use vacation and personal time (use or lose).
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</tr>
</tbody>
</table>

15
ARTICLE 10
NORMAL WORKWEEK

Section 1. The normal workweek in administrative offices shall be Monday through Friday and shall consist of a total of thirty-five (35) hours or forty (40) hours per week in those offices or positions where the normal workweek is presently 40 hours. The normal workweek for Nursing Home employees is 37 1/2 hours. The Department Head, subject to any applicable Labor Laws and the Clinton County Legislature, shall establish the workweek and hours of employees in field positions. Wherever possible, offices shall be open for the transaction of business from at least 9 a.m. to 5 p.m. Monday through Friday, excluding holidays, except as otherwise required by law or by the Employer. When an agent, office, department, or institution conducts certain functions or operations on a twenty-four hour basis or other than a nine to five basis, the working days and hours of an employee shall be established by the appointing authority in a manner consistent with these rules. In the event that the appointing authority establishes hours of work other than the regular hours of work, pursuant to the above, assignment of employees shall be made where reasonably practicable from among those employees having the skills and abilities required for the work, who volunteer to work such hours, and from among such employees with regard to seniority.

Section 2. Copies of department work schedules will be posted monthly by the Department Head subject to change depending on department needs and will be made available upon request to either management or officials representing C.S.E.A.

Section 3. During the months of June, July, and August the members of the Highway Department, upon mutual agreement between each crew (by majority) and the Superintendent of Highways, may work four (4) ten-hour days. For those working this ten-hour day, overtime will be paid for each hour over forty (40) in the workweek and over ten (10) in the workday. It is understood this flexible time does not increase or decrease leave time which is based on hours.

Section 4. Department Heads and all employees, upon mutual agreement, will be able to establish and utilize a flexible work schedule. Such schedule may encompass the workweek (35, 37.5, or 40 hours) or the pay period (70, 75, or 80 hours). The flexible work schedule must be within the confines of the hours of 6:00 a.m. and 9:00 p.m. per day, but need not be continuous. A flexible work schedule may include, but will not be limited to: variable starting and ending times in the workday, variable lengths of the workday and variable workweeks where feasible. If the workday includes more than a six (6) hour shift which starts before 11 a.m. and ends after 2 p.m., an uninterrupted meal period of at least one-half hour must be taken. The lunch break cannot be added to the beginning or taken at the end of the workday. In the event an agreement in which the employee(s) and the Department Head agree on a workday in excess of eight (8) hours, overtime or compensatory time will commence after the agreed-upon length of workday or forty (40) hours in the workweek.

ARTICLE 11
OVERTIME

Section 1. Any hours worked over and above a workweek of forty (40) hours or eight (8) hours in a given day, an employee, with the written permission of the Department Head, shall either be paid at the rate of one and one-half times the employee's rate of pay or earn compensatory time at the rate of one and one half hours. Employees who
work a normal thirty-five hour week shall either be paid straight time or earn straight compensatory hours for working from thirty-five to forty hours.

Section 2. The necessity for overtime work shall be approved by the employee's immediate supervisor and the Department Head before any credit for overtime work shall be allowed. No credit shall be given for overtime of less than one-half hour in a day. Overtime or compensatory hours shall be credited only in one-half hour units and no fractional part of such a unit shall receive credit.

Section 3. Earning of compensatory time is an alternative to overtime pay and is subject to the approval of the Department Head with the mutual agreement of the employee(s). Department Heads have overall responsibility for the accurate accounting and implementation of compensatory time and must approve, in advance, the overtime hours that will result in compensatory time and must also approve, in advance, the use of this time.

Section 4. Time in travel approved by the County Administrator (CCC – College President) shall be compensated according to Fair Labor Standards Act and the current contract. Time in travel in excess of the regular working day will be compensated at straight time.

Section 5. Accrued compensatory time may not exceed two (2) working days in one pay period and must be used in the period it is earned or the next two pay periods, provided that such time off from regular working hours shall first be approved by the Department Head. If an employee requests to use compensatory time within the required time frame, but the Department Head cannot approve the use due to work requirements, the employee will receive pay for the unused compensatory time not to exceed two (2) working days. Upon termination of employment, all accumulated compensatory time limited to a maximum of six (6) working days as provided by this agreement shall be paid in a lump sum payment. Such payment shall be based upon the employee’s rate of pay at the time of termination.

Section 6. Employees who are required to work on a holiday or Sunday which is not part of their normal work schedule shall be paid twice their regular rate of pay as per past practice.

Employees within departments which remain open seven days per week, all year, who are normally scheduled to work on a Sunday or a holiday shall be exempt from this provision except as otherwise provided herein. The exempt employees shall receive a day off in lieu of the holiday granted on a day(s) approved by the Department Head. The provision as stated in paragraph 1 of this section shall be in force for the exempt employees when such employees are required to work on his/her assigned lieu day or on the seventh day of work during a seven-day work period.

Section 7. If not previously scheduled and/or agreed upon in advance, any employee called to work other than the normally scheduled workday shall receive a minimum of four (4) hours call-back pay. If such hours result in over eight (8) hours worked in a given workday or forty (40) hours in a given workweek, such employee shall be entitled to overtime pay at the rate of one and one-half of their regular pay.

Section 8. All sick leave, personal leave and other paid leave time off shall be considered as time worked for the purpose of computing overtime.

Section 9. The Employer shall not prevent an employee from working their normal shift and/or workweek in order to relieve themselves of the responsibility of paying such overtime.
Section 10. No employee may rearrange or otherwise alter their daily or weekly work schedule in order to create overtime without prior written approval of the Department Head.

Section 11. Overtime and compensatory time shall be subject to the rules and regulations of the F.L.S.A. as they apply to public employees.

ARTICLE 12
WAGES, SALARIES AND INCREMENTS

Wages and salaries shall be as contained in the attached salary schedules which shall become effective as specified in each year of the agreement respectively:

A. Wages

Year 1: Effective January 1, 2004, the salary scale will be increased by 1.75% (one and three quarter percent) and those entitled to an increment will receive the increment.

Year 2: Effective January 1, 2005, the salary scale will be increased by 2.25% (two and one quarter percent) and those entitled to an increment will receive the increment.

Year 3: Effective January 1, 2006, the salary scale will be increased by 2.25% (two and one quarter percent) and those entitled to an increment will receive the increment.

Year 4: Effective January 1, 2007, the salary scale will be increased by 2.5% (two and one-half percent) and those entitled to an increment will receive the increment.

Year 5: Effective January 1, 2008, the salary scale will be increased by 2.5% (two and one-half percent) and those entitled to an increment will receive the increment.

B. Increments

Employees will be entitled to an increment after one year at the same level. The increment will start to be paid on January 1 of the year in which the employee becomes eligible. An employee hired after January 1st up to and including June 30th of any given year will advance the January after hire. An employee hired between July 1st and December 31st in any given year will advance the second January after hire.

C. Interest-Based Bargaining

During the life of this agreement, those committees and subcommittees established under the Interest Based Bargaining approach who have not concluded their work at the time of ratification will continue to function until they have concluded their task. Any resolutions of the committees and subcommittees which change or add to the terms of the agreement, and are ratified by the respective parties, will be incorporated as agreed upon.

D. Longevity
In 2004, the employer shall pay longevity increments of $595 after an employee has completed ten (10) years of service and further agrees to pay additional increments of $595 for each five (5) years of service thereafter. In 2005, the longevity increments will be $770. In 2006, the longevity increments will be $950. In 2007, the longevity increments will be $1,135. In 2008, the longevity increments will be $1,325. Any leave of absence without pay shall not be considered in computing longevity time. Longevity will be computed from the date of continuous employment.

**ARTICLE 13**

**SHIFT DIFFERENTIALS**

A. **Shift Differential**

Those employees in departments which must operate on a twenty-four hour basis year-round who work second or third shift shall receive, in addition to their regular rate, the following shift differential:

Second Shift:  An additional forty cents ($0.40) per hour.
Third Shift:  An additional forty-five cents ($0.45) per hour.

B. **Highway Department Shift Differential**

For 24 hour Snow and Ice Operations within the Highway Department, the following shift differentials shall apply for shifts outside of the normal work hours of 7:30 a.m. to 4:00 p.m.:

Early shift:  An additional thirty-five cents ($0.35) per hour
Second shift:  An additional forty cents ($0.40) per hour
Third shift:  An additional forty-five cents ($0.45) per hour

C. **Health Department Shift Differential**

The Health Department will pay a shift differential of $1.50 an hour for Licensed Practical Nurses, Registered Professional Nurses, and Public Health Nurses who work the 1:00 p.m. to 9:00 p.m. shift.

D. **Nursing Home Shift Differential**

The Nursing Home will pay a shift differential for all part-time and full-time Nurses Aides, Licensed Practical Nurses, Staff Nurses, Senior Staff Nurses, and Head Nurses as follows:

3 p.m. to 11 p.m. shift:  An additional $1.50 per hour
11 p.m. to 7 a.m. shift:  An additional $2.00 per hour

All Staff Nurses, Senior Staff Nurses, or Head Nurses who work a second 7.5 hour shift on the same calendar day in order to have a Registered Professional Nurse on duty, and who choose not to flex their time, will be paid at 1.5 times their regular hourly rate for the entire second shift.

**ARTICLE 14**
HOLIDAYS

Section 1. The following days shall be treated as legal holidays:
New Year’s Day, January 1st
Martin Luther King, Jr. Day, 3rd Monday in January
President’s Day, 3rd Monday in February
Memorial Day, last Monday in May
Independence Day, July 4th
Labor Day, 1st Monday in September
Columbus Day, 2nd Monday in October
Election Day
Veteran’s Day, November 11th
Thanksgiving Day, 4th Thursday in November
Christmas Day, December 25th

In addition to the above holidays, Lincoln's Birthday and one-half (1/2) day will be treated as "floating holidays". The one and one-half (1 1/2) days will be taken at a time mutually agreed upon between the Department Head and the employee. In order to qualify for the one and one-half (1 1/2) floating holidays, the employee must be in the employ of the County for six (6) months or longer. Such one and one-half (1 1/2) days must also be used prior to December 31st of the current year.

Section 2. If any such days fall on a Sunday, the next day thereafter shall be a legal holiday. If any such days fall on Saturday, the Friday before shall be a legal holiday. If any such days fall on an employee’s regularly scheduled day off, the employee will receive a lieu holiday.

Section 3. If a holiday(s) falls within a vacation period of any employee, such employee shall not be charged vacation leave for the holiday(s).

Section 4. Employees who accumulate time off in lieu of holidays shall have this time recorded in a separate category on the payroll in hourly units.

ARTICLE 15
PERSONAL LEAVE

Section 1. Personal leave shall be defined as paid absence from employment for personal reasons and shall not be charged against any other type of leave credits. Employees hired on or after January 1, 1980 need to request/schedule leave in advance.

Section 2. Each full-time County employee hired prior to January 1, 1980 will receive five personal days to be credited at the start of the first pay period of the payroll year. Each full-time County employee hired on or after January 1, 1980 will receive three personal days to be awarded as follows:

During 1st year of employment, days to be awarded based on starting date:
January through April = 3 days*
May through August = 2 days*
September through December = 1 day*
*to be credited on the actual starting date of the employee.

Each following year of employment, each full-time County employee hired on or after January 1, 1980 will be entitled to three (3) personal days to be credited at the start of the first pay period of the payroll year.

Section 3. All personal time awarded in a payroll year must be used by the last day of the leave time year.

Section 4. Employees shall be allowed to use personal days for bereavement not provided for in Section 8 of Article 17.

Section 5. Discretionary with the Department Head, employees may use personal leave in half-hour units.

ARTICLE 16
VACATION LEAVE

Section 1. All full-time employees shall be granted annual vacation time, with pay, as follows:

(a) Employees will accrue vacation time at the rate of two weeks, (10 working days) per year during the first year of employment and may use it as they earn it.

(b) Any employee, after completing five (5) full years of service, shall be entitled to three weeks, (15 working days) of vacation with pay.

(c) Any employee, after completing ten (10) full years of service, shall be entitled to four weeks, (20 working days) of vacation with pay.

Section 2. For the calculation of vacation credits, the time recorded on the payroll at the full rate of pay shall be considered as time served by the employee.

Section 3. Earned vacation may be taken by the employee at a time convenient to such employee, with the approval of the Department Head. Seniority will be considered as a factor by Department Heads in granting vacation requests subject to the needs of the department and the skills of the employee needed by the department.

Section 4. Vacation earned during an employment year, but not used, may be carried over from that year but must be used during the next succeeding year. In the event an employee is not granted vacation time off during the aforementioned succeeding year, he/she shall receive pay for each day of vacation so earned at their regular rate of pay. Such money shall be paid during the first pay period of the next fiscal year.

Section 5. If an employee or family member, as defined by Article 17, Section 8 of this Agreement, becomes ill while on vacation, such employee shall be allowed to use sick leave for the illness and have their vacation time adjusted, provided such employee notifies their immediate supervisor of the change and upon their return to work submits a doctor's certification to such supervisor.
Section 6. Should a death occur in the immediate family of an employee as defined by Article 17, Section 8 while such employee is on vacation, the employee shall be allowed to use his/her bereavement leave as stated in this agreement and have their vacation time adjusted provided such employee notifies their immediate supervisor of the change.

Section 7. Upon termination of employment, all accumulated vacation leave as provided by this agreement shall be paid in a lump sum payment. Such payment shall be based upon the employee's rate of pay at the time of termination.

ARTICLE 17
SICK LEAVE

Section 1. Each full-time employee will earn twelve (12) sick days in their first year of employment and fifteen (15) days in each succeeding year of their employment.

Section 2. Each employee may accumulate sick leave to a maximum of 225 days. After an employee has accumulated 225 days of sick leave, no additional days of sick leave shall be credited to that employee except to the extent of replacing sick days used.

Section 3. For the calculation of sick leave credits, the time recorded on the payroll at the full rate of pay shall be considered as time served by the employee.

Section 4. Earned sick leave may be taken by the employee as they earn it.

Section 5. No sick leave with full pay shall be granted beyond accrued earned credits or approved Sick Bank time.

Section 6. In order to charge sick leave, it must be reported by the employee on the first working day of such absence within such time limit as the Department Head may establish. The failure to report on such day may be excused at the discretion of the Department Head if such failure results from the nature of the illness.

Section 7. In order to qualify for sick leave, proof of disability must be provided by the employee, satisfactory to the Department Head and the Department of Personnel (at CCC – Human Resources Officer). Presentation of a health care provider’s certificate in the prescribed form may be waived for absences up to five (5) consecutive work days, exclusive of holidays, weekends, or regularly scheduled days off. Such certificate is mandatory for absences over five (5) consecutive work days and, in protracted disability, should be presented to the Department Head and the Department of Personnel (at CCC – Human Resources Officer) at the end of each six (6) weeks of continued absence. The employer shall have the right at anytime to have an independent physical examination performed of any employee by a licensed health care provider and at the employer's expense.

Section 8. Sick leave of up to fifteen (15) days in any fiscal year may also be used for the purpose of family illness or bereavement leave. Family illness shall require the same medical proof as personal sick leave. Family sickness and bereavement leave shall be limited to Mother - Father; Husband - Wife; Mother-in-Law or Father-in-Law; Son or
Daughter; Son-in-Law or Daughter-in-Law; Sister or Brother; Grandparents; grandchildren; and Step-Family residing in the household.

Section 9. At the time any employee shall retire from Clinton County service, he/she shall receive a cash payment for unused but accumulated days of sick leave up to a maximum of 165 days. For employees hired prior to January 1, 1996, such payment shall be based upon the employee's rate of pay at the time of retirement. For employees hired on January 1, 1996 and thereafter, payment at the time of retirement will be at the hourly rate when the days were accrued. (When days are used for sick leave purposes, they will be deducted on the basis of last in first out).

Section 10. At the discretion of the Department Head and upon approval by resolution of the Clinton County Legislature, permanent employees may be granted additional sick leave with one-half pay for three (3) months after three (3) years of Clinton County service, after all available sick leave credits or other credits have been used. Leave, not exceeding twelve (12) months without pay, may also be granted upon approval by a resolution of the Clinton County Legislature in the case of employees who have served continuously for at least one year in Clinton County service. At Clinton Community College, the approval authority is the Clinton Community College Board of Trustees.

Section 11. Discretionary with the Department Head, employees may use sick leave in half-hour units.

ARTICLE 18
SICK LEAVE BANK

POLICY:

It is the understanding and policy of Clinton County and C.S.E.A. 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 serious illness or temporary disability. It is on this basis that an agreement has been reached to establish a Sick Leave Bank. Sick Leave Bank time cannot be used for family illness or bereavement.

ADMINISTRATIVE PROCEDURES:

1. The Sick Leave Bank shall be administered by the Personnel Director and the County Administrator or their designees and two representatives designated by the C.S.E.A. Unit President.

2. Each request for Sick Leave Bank time will be reviewed and a decision will be reached by a majority vote of the Sick Leave Bank Committee (SLB). To resolve a tie in the Committee, the parties will then ask one member from a mutually agreed upon list.

3. The Committee's decision is final and is not subject to appeal or the grievance procedure.

4. The Committee will determine the number of days to be granted, not to exceed 30 workdays per request.

5. Enrollment in the Sick Leave Bank automatically allows the SLB Committee members to review the applying employee's leave time record without further authorization.

6. The Committee shall meet within ten (10) working days from the receipt of the request in the Department of
Personnel.

7. The employee and the Department Head shall be notified in writing within five (5) working days of the Committee's determination.

DONATION PROCEDURES:

1. All donations of sick leave or vacation leave is on a voluntary basis. In order to participate in the Sick Leave Bank, an employee must donate a minimum of four (4) days one time only.

2. Sick leave donated will be deducted from the employee's maximum allowable retirement payout on a 1:1 formula (Example: four (4) days donated, four (4) days will be deducted from the maximum allowable retirement payout). Vacation days may be donated in lieu of or in combination with sick leave days, but will not affect retirement payout.

3. Donations must be made in full working day increments (7 hours, 7 1/2 hours or 8 hours).

4. Any employee who has donated leave credits cannot withdraw those credits under any circumstances.

5. If the bank falls to one hundred (100) days or less, it can be reopened for additional donations under the preceding procedures.

6. Employees have the option to donate some or all of accumulated sick time to the Sick Bank when they resign after five (5) years of service.

8. Employees with “use or lose” vacation time at end of year can donate the time to the Sick Bank and become a member if they donate the required minimum in any combination (i.e. “use or lose” vacation time plus sick or vacation).

9. Lost sick time due to the death of an employee will be applied to the Sick Leave Bank to help maintain a viable sick leave time balance.

APPLICATION PROCEDURES:

1. An employee must have been employed with the County on a permanent basis for twelve (12) consecutive months prior to requesting leave from the Bank or donating leave to the Bank.

2. Each request is limited to thirty (30) days.

3. An employee may submit additional requests for leave to the Bank before the previous leave credit has been exhausted, but time granted is not to exceed 150 workdays per employee.

4. All accrued leave credits, including sick, vacation and personal, must be depleted prior to using leave from the Bank.
5. Each request shall be made on the prescribed form with a copy of the approved leave of absence form and the Physician's Certificate.

6. All documents shall be submitted first to the Department Head and then to the Department of Personnel.

7. 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.

8. Employees who remain on the payroll will continue to accrue their full leave time which will be applied only after Bank leave credit has been exhausted.

9. If leave qualified under the Family and Medical Leave Act, health insurance will be maintained under the same group health plan, under the same terms and conditions as when on the job for a maximum of twelve (12) weeks in accordance with the adopted Policy for Family and Medical Leave Act. For other leaves, if the employee's leave requires a change in payroll status (on or off the payroll), health insurance payments will be required in compliance with the established policy.

ARTICLE 19
LEAVES OF ABSENCE

Section 1. Dental or Medical

An employee will be allowed up to six (6) medical or dental visits for themselves or family members as defined by Article 17, Section 8, for a maximum of two (2) hours per visit, per employment year without loss of pay. Each such absence in excess of two (2) hours shall be charged to earned sick leave credits in additional one-half hour units. The Department Head may deny such leave if such absence would impair the work of the department or leave the department understaffed. The employee must provide proof of the medical or dental visit or the appointment as required by the Department Head or designee.

Employees may use one of their six (6) medical or dental visits at any time of a regularly scheduled work day with appropriate proof of the pre-arranged medical or dental visit, and will be charged leave in additional one-half hour units for any remaining time in that work day for which the employee is absent, even if the employee is absent for the entire day.

Section 2. Maternity / Paternity

Employees who are unable to work due to a medical disability relating to pregnancy shall be permitted to use leave credits. Such leave period shall commence on the date an employee is unable to perform her regular duties and shall terminate upon resumption of her ability to perform her regular duties as certified by the employee's physician.

An employee may request additional time prior to or after the maternity absence pursuant to Section 3 of this Article and shall be permitted to reduce such leave without pay by the use of any or all earned leave credits.

Section 3. Other Leaves

Department Heads have discretionary authority to approve absences for up to five (5) days without pay if all
leave time is exhausted. Absences beyond five (5) days without pay must be approved by the County Legislature (CCC – Board of Trustees). Any such absence qualifying for Family Medical Leave (FMLA) must be approved by the County Legislature (CCC – Board of Trustees) upon commencement of such leave whether it is with or without pay.

Leaves of absence without pay may be granted under the provisions of Civil Service Rule XIX to each full-time employee under extenuating circumstances, but in no case shall any total continuous leave without pay exceed twelve (12) months.

Employees shall not request leaves of absence for the purpose of working in another job or starting a personal business. It is expressly understood that any such request which may be made shall be denied by the County.

Section 4. Jury and Court Attendance

On proof of the necessity of jury duty or attending court for other than personal matters, a leave of absence shall be granted with full pay. All monies received for meals, mileage and for lodging shall be retained by the employee. Excused jurors on each day of jury service shall immediately return to their employment. Those employees who have one or more hours of available work time before reporting for jury duty or court attendance are to report to work first, except for those employees who are assigned field, highway or landfill work who are not in reasonable proximity to the court.

Section 5. Civil Service Examinations

All full-time employees shall be allowed time, with pay, to take open-competitive and promotional Clinton County examinations.

Section 6. Educational Purposes

Educational leave may be granted to any County employee for job related education upon request of the employee and subject to the approval of the Department Head and further subject to the approval by resolution of the Clinton County Legislature and upon such terms and conditions as may be established by the Clinton County Legislature. Educational leave for a Clinton Community College employee is subject to approval by the Department Head, College President and by resolution of the CCC Board of Trustees and upon such terms and conditions as may be established by the CCC Board of Trustees.

Section 7. Quarantine

Employees required to remain absent because of quarantine shall present a certificate issued by the attending physician or by the local health officer, providing the necessity thereof. Under these circumstances, they shall be granted leave with pay and no charge shall be made against any leave credits if the appointing officer is satisfied that the conditions warrant such action. Prior to return to duty, a medical certificate may be required. Leave for quarantine shall be subject to the approval of the Clinton County Legislature (CCC – Board of Trustees).

ARTICLE 20
WORKER'S COMPENSATION

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An employee who is eligible for Worker’s Compensation shall elect, in writing, whether he or she desires to use their accumulated sick leave or vacation leave with pay for the period of disability or whether they desire the weekly benefit check as provided under Worker’s Compensation Law. Such statement shall be filed with the Department of Personnel (CCC – Human Resource Officer). In the event the employee elects to take sick leave or vacation leave with pay, such employee shall turn over their weekly benefit check, if any, to the County. When such check is received by the County, the employee's sick leave and/or vacation leave shall be adjusted in accordance with the following formula:

\[
\text{Weekly Worker’s Compensation Check Benefit} = \frac{\text{Number of sick and/or vacation leave days}}{\text{Employee’s Daily Rate of Pay per week to be credited to the employee}}
\]

Lump sum payments or settlements for injury or disability shall be retained by the employee.

If an employee is out on Worker’s Compensation, the County agrees to pay the employee’s health insurance in the same proportion as stated in this agreement under Article 22. The County will continue such payments for up to one (1) year as long as the employee is on Worker’s Compensation leave and is still considered an employee of the County.

**ARTICLE 21**

**PERSONAL LIABILITY/INJURY**

Section 1. Personal Liability

All Clinton County employees required to have direct contact with the public in the normal course of fulfilling their job duties shall be indemnified by Clinton County for personal liability arising from acts performed or not performed by County employees during the course of fulfilling their employment duties.

The Clinton County Legislature shall select and provide a competent attorney for and pay such attorney's fees and expenses necessarily incurred in the defense of an employee in any civil or criminal action or proceeding arising out of any action taken against such employee while in the discharge of his/her duties within the scope of their employment. The Legislature shall not be subject to the provisions of this paragraph unless such employee shall, within ten (10) days of the time he/she is served with any summons, complaint, process, notice, demand or pleading deliver the original or copy of the same to the County Administrator.

Section 2. Personal Injury

The employer will reimburse employees for the cost of any clothing or other personal property not covered by insurance damaged or destroyed as a result of an assault suffered by an employee while the employee was acting in the discharge of his/her duties.

**ARTICLE 22**

**INSURANCE AND RETIREMENT**

Section 1. Insurance
A. Effective January 1, 2002, the County will offer the New York State Health Insurance Program Empire Plan, Core Plus Medical and Psychiatric Enhancement, to eligible employees and retirees. The New York State Health Insurance Program Empire Plan will not be replaced or withdrawn during the life of the agreement without the consent of the Unit. Employees and retirees also have the option of enrolling in any County offered HMO plan.

A graduated employee contribution rate is based on years of service as follows:

<table>
<thead>
<tr>
<th>Year groups</th>
<th>Employee contribution</th>
<th>County contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to less than 10 years service</td>
<td>20%</td>
<td>80%</td>
</tr>
<tr>
<td>10 to less than 15 years service</td>
<td>15%</td>
<td>85%</td>
</tr>
<tr>
<td>15 to hired on or after January 1, 1980</td>
<td>10%</td>
<td>90%</td>
</tr>
<tr>
<td>Hired prior to January 1, 1980 (Pre 1980)</td>
<td>0%</td>
<td>100%</td>
</tr>
</tbody>
</table>

. Years of service will be calculated using temporary, part-time and permanent employment on the same basis as longevity is currently computed.
. The contribution percentage changes become effective the start of the first pay period of the payroll year following the 10 or 15 year longevity date. At CCC, the changes will become effective the start of the first pay period of January.
. The contribution percentages will apply to retirees and will be determined by their years of service at time of retirement.

B. The County will contribute a dollar amount based on years of service to active employees who have elected County-offered health insurance to be placed in a pre-tax unreimbursed medical expense or dependent day care account under the Section 125 Flexible Spending Account which will be administered by the Preferred Group for the County and CCC and paid for by the County as follows:

<table>
<thead>
<tr>
<th>Year groups</th>
<th>Per person</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to less than 10 years service</td>
<td>$200</td>
</tr>
<tr>
<td>10 to less than 15 years service</td>
<td>$400</td>
</tr>
<tr>
<td>15 to hired on or after January 1, 1980</td>
<td>$600</td>
</tr>
<tr>
<td>Hired prior to January 1, 1980 (Pre 1980)</td>
<td>$1,000</td>
</tr>
</tbody>
</table>

. The contribution will be pro-rated to the first of the month following date of service for new employees or the date that continuing employees receive health insurance through the County.
. County dollar contribution changes becomes effective the start of the first pay period of the payroll year following the 10 or 15 year longevity date. At CCC, the changes will become effective the start of the first pay period of January.
. County dollar contributions will be paid into the accounts to be effective the first of the plan year.

C. The County will contribute $1,000 annually to active employees who are eligible for, but do not elect to participate in, the County-offered health insurance.

. The contribution will be pro-rated to the first of the month following date of service for new employees.
County dollar contributions will be paid to active employees as a separate check in a lump sum in the first “off payroll” week in December.

Section 2. Retirement

The employer agrees to continue to provide for all employees covered under this agreement the Improved Twenty (20) Year Career Retirement Plan (Section 75I) with option 60b of the New York State Retirement and Social Security Law. Participation in the New York State Employees Retirement System shall be on a noncontributory basis except for Tier 3 and Tier 4 category employees.

ARTICLE 23
ADDITIONAL BENEFIT PROGRAMS

Section 1. Deferred Compensation Program

Employees of the County may enroll in the Deferred Compensation Program agreed upon between the County and C.S.E.A.

Section 2. Employees Assistance Program

Employees may participate in the Employees Assistance Program provided by the County and agreed upon by C.S.E.A.

Section 3. Flexible Spending Account Program

Employees may participate in a Flexible Spending Account Program as agreed upon by the County and C.S.E.A.

ARTICLE 24
REFRESHMENT BREAK

Each full time employee is entitled to one 15-minute break in the first half of their shift and one 15-minute break in the second half of their shift. Except as expressly permitted by the Department Head, such breaks may not be combined with lunchtime, may not reduce the beginning or end of the workday or be used for overtime purposes.

ARTICLE 25
MILEAGE ALLOWANCE

A mileage allowance equal to that of the published IRS rate will be allowed and paid for the use of a personal automobile on official County business during the duration of this contract. If such rate shall increase by more than two cents ($0.02) per mile in any given year, the amount paid shall not be increased by more than two cents ($0.02) in any given year. Increases in the IRS rate will be implemented sixty (60) days following publication. Reimbursement will be made only to those employees who maintain a minimum liability insurance policy of $50,000/$100,000. Employees who seek reimbursement shall submit annually to their Department Head proof of such coverage (Certificate of Insurance). Clinton Community College employees are not required to submit proof of liability insurance and will be paid at the published IRS rate regardless of the amount of the annual increase.
ISSUANCE OF CLOTHING AND/OR UNIFORMS TO COUNTY EMPLOYEES

All employees who are provided with uniforms or a uniform allowance must wear the uniform. In addition to the requirement to wear uniforms provided or for which a maintenance allowance is provided, the employees are required to maintain such uniforms in clean and reasonable condition. Each employee to whom the County supplies a uniform or uniform maintenance allowance will be subject to inspection by the department supervisor and/or Department Head. Any employee who receives a warning about the condition or cleanliness of his/her uniform who does not correct the situation within a reasonable period of time will be subject to discipline.

Section 1. The County agrees to continue to supply uniforms for building maintenance staff, cleaners and custodians in the Buildings and Grounds Department and mechanics. Safety shoes (1 pair) will be supplied for mechanics by the County.

Section 2. All equipment operators in the Landfill Department will be provided with either two (2) sets of coveralls or two (2) sets of work clothes per year, one pair of safety boots, hard hat, and safety goggles. All members of the department will be provided with yellow storm coats. Such equipment is to be worn.

Section 3. Highway Department employees assigned to work crews shall receive $180 per year for the purchase of the required steel-toed safety boots and clothing. The allowance will consist of $100 for steel-toed boots and $80 for clothing.

Highway Department mechanics, engineering staff and the parts and inventory clerk will receive $100 per year for the purchase of the required steel-toed safety boots. The Highway Department will provide mechanics with uniforms and laundry service via department contract.

The Highway Department will pay the applicable allowance to active employees on or about June 15th of each year. No employee shall be entitled to a prorated payment for a partial work year. An employee who leaves or is severed from County service prior to the date of the allowance payment shall not receive payment from the County.

Steel-toed safety boots must be worn at all times. The Highway Department will continue to provide other worksite-related safety items such as vests, hardhats, rain clothing, eye and ear protection and any other protective items designated by the Department Head.

Section 4. All full-time, permanent employees who are required to wear a uniform not supplied by the employer will receive an $80 yearly uniform maintenance allowance.

EDUCATIONAL TUITION ASSISTANCE

Employees shall be permitted to take job related courses with full reimbursement by the County for tuition and mandatory fees upon obtaining the prior written approval by the County Administrator (CCC – College President) and upon proof of satisfactory completion of said course with a "C" or better.

The County will reimburse employees the cost of the examination for licensure or certification beyond the minimum
qualifications for employment, upon request of the Department Head and approval of the County Administrator. The County will also reimburse employees for the renewal of such licensure or certification upon request of the Department Head and approval of County Administrator.

Any employee who has been provided the benefit of this clause who then voluntarily leaves County service after less than one year of use of the benefit, shall return one half (1/2) of the reimbursement to the County. If the employee voluntarily leaves County service after less than six (6) months of the use of the benefit, the employee shall return three-fourths (3/4) of the reimbursement to the County. In the case of tuition, said reimbursement shall be provided to the County for the last school year in which the employee received tuition reimbursement.

**ARTICLE 28**  
**EMERGENCY CLOSURES**

An employee who reports to work for his/her normal workday and is sent home after reporting for work as a result of an emergency condition not in the control of the employee shall receive his/her days pay subject to the approval and verification of the Department Head or authorized representative.

- Full-time employees whose departments were ordered closed will be paid for that time frame without charging accrued leave time.
- Full-time employees on the payroll using accrued leave time for that time frame will not be charged for those hours.
- Full-time employees who were required to work and did, but then had to leave work for a documented medical reason (personal or family), will be treated as permanent, full-time employees on the payroll using accrued leave time for that time frame and will not be charged for those hours.
- Full-time employees who were required to work for that time frame will be given an equivalent number of lieu hours to be scheduled and used by December 31st of the current year.
- Full-time employees in the Sheriff’s Department, the Nursing Home and any other department where employees were directed to report to work but did not, must charge leave time or not be paid.
- Full-time employees who worked before or after their regular work shift will receive time and one-half if over eight (8) hours in that day or straight time if less than eight (8) hours.
- Temporary and seasonal employees will be paid for the time they worked but will not receive pay if they did not work.

**ARTICLE 29**  
**MANDATED MEETINGS**

An employee who is called in on his/her day off for a mandated meeting in the department will be paid for the time of the meeting.

**ARTICLE 30**  
**ON-CALL COMPENSATION**

Section 1. Airport

Airport employees required to provide on-call coverage shall be compensated in the following manner:
1. Monday to Friday - 5:00 p.m. - 9:00 a.m. - $3.00 per hour
2. Saturday & Sunday - 9:00 a.m. Saturday to 9:00 a.m. Monday - $144.00 per weekend
3. Holidays - $75.00 per day.

Electronic paging devices will be used to locate employees. An airport employee who is on-call, who responds to a call-out will be paid a minimum of four (4) hours at his/her rate of pay in addition to the above on-call compensation.

Employees placed on weekend standby at the Airport for a specific shift only shall have their compensation prorated at the rate of three dollars ($3.00) per hour.

Section 2. Child Protective Services

A. For each CPS report handled by the on-call caseworker, including travel, phone calls and documentation, the caseworker will be paid a minimum of four (4) hours at the appropriate hourly rate of pay. This includes reports to which the on-call caseworker is directed to respond, which originated during normal business hours. Beyond four (4) hours time, the actual number of hours worked should be recorded and will be compensated at the appropriate hourly rate of pay. Payment for work performed on Sundays and holidays shall be twice the hourly rate of pay. Payment for Monday through Saturday shall be at either straight time or time and one-half (1 1/2) depending on the number of hours worked in the given day or week.

B. Upon going out, if the on-call caseworker is unable to make face-to-face contact with an individual(s) listed on the report, the on-call caseworker will be compensated a minimum of two (2) hours at the appropriate rate of pay*, including travel, phone calls and documentation time. If contact is made with the individual(s) listed on the report, the on-call caseworker will be paid a minimum of four (4) hours at the appropriate rate of pay*, including travel, phone calls and documentation time. Upon review with a supervisor, if a follow-up visit is required, the on-call caseworker will be compensated a minimum of two (2) hours at the appropriate rate of pay*, including travel, phone calls and documentation time.

C. When the on-call caseworker is able to negate the need to go out on a call or CPS report, the on-call caseworker will be paid for actual time spent on the telephone, including documentation, at the appropriate rate of pay*.

D. Compensation for the “on-call” status of the caseworker (which includes carrying an electronic paging device) will be for all hours of work outside the normal workday. This compensation will be at the same rate as the Public Health Nurse (Primary Responder) as stated below.

1. $2.75 per hour (5:00 p.m. to 8:00 a.m. Monday through Friday)
2. $3.25 per hour (5:00 p.m. Friday to 8:00 a.m. Monday)
3. $3.75 per hour for 24 hours on holidays

*Reference A. above to determine the appropriate rate of pay.

ARTICLE 31
PART-TIME BENEFITS

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A person who is employed by the County who works less than the established workweek for the department will receive the following benefits:

1) Health Insurance

   Part-time employees may enroll in the County-offered health plans in the same manner as full-time employees. Enrollment in an HMO is at 100 percent cost to the employee; enrollment in the New York State Health Insurance Plan – the Empire Plan will be dictated by their schedule.

   Part-time employees are not eligible for the County contribution to unreimbursed medical expense or dependent day care, nor will they receive a buyout for non-participation in the County-offered health insurance.

2) Wages, Salaries and Increments

   Part-time employees will be entitled to the same wages and salaries as indicated in Article 12 of this contract.

   Part-time employees will be entitled to an increment. Under the first criterion of eligibility, an employee may qualify after two (2) years at the same level. The employee hired after January 1st up to and including June 30th of any given year will advance the second January after hire. An employee hired between July 1st and December 31st in any given year will advance the third January after hire. Under the second criterion, an employee may qualify with one (1) year of service at the same level. The increment will be based upon the actual hours worked. If an employee works 95% of full time employees hours in a given payroll year, he/she will be eligible for an increment the following January.

3) Leave Time

   A. Vacation Leave - For every hour of straight time paid, a part-time employee will accrue .0385 hours of vacation leave. This yields a potential annual accrual equal to a total of ten (10) days of vacation leave. For policies and procedures governing the use of vacation leave refer to Article 16, Sections 2 through 7.

   B. Sick Leave - For every hour of straight time paid, a part-time employee will accrue .0154 hours of sick leave. This yields a potential annual accrual equal to a total of four (4) days. The sick leave policies and procedures are as follows:

   Section 1. Each employee may accumulate sick leave to a maximum of 82 days (574 hours, 615 hours, or 656 hours). After an employee has accumulated 82 days of sick leave, no additional days of sick leave shall be credited to that employee except to the extent of replacing sick days used.

   Section 2. For the calculation of sick leave credits, the time recorded on the payroll at the full rate of pay shall be considered as time served by the employee.

   Section 3. Earned sick leave may be taken by the employee as they earn it.
Section 4. No sick leave with full pay shall be granted beyond accrued earned credits or approved Sick Bank time.

Section 5. In order to charge sick leave, it must be reported by the employee on the first working day of such absence within such time limit as the Department Head may establish. The failure to report on such day may be excused at the discretion of the Department Head if such failure results from the nature of the illness.

Section 6. In order to qualify for sick leave, proof of disability must be provided by the employee, satisfactory to the Department Head and the Department of Person nel (CCC – Human Resource Officer). Presentation of a Physician's Certificate in the prescribed form may be waived for absences up to five consecutive work days. Such certificate is mandatory for absences over five consecutive work days and, in protracted disability, should be presented to the Department Head and the Department of Personnel at the end of each six (6) weeks of continued absence. The employer shall have the right at anytime to have an independent physical examination performed of any employee by a licensed health care provider and at the employer's expense.

Section 7. Sick leave of up to five (5) days in any fiscal year may also be used for the purpose of family illness or bereavement leave. Family illness shall require the same medical proof as personal sick leave. Family sickness and bereavement leave shall be limited to Mother - Father; Husband - Wife; Mother-in-Law or Father-in-Law; Son or Daughter; Son-in-Law or Daughter-in-Law; Sister or Brother; Grandparents; grandchildren; and Step-Family residing in the household.

Section 8. At the time any employee shall retire from Clinton County service, he/she shall receive a cash payment for unused but accumulated days of sick leave up to a maximum of 82 days (574 hours, 615 hours, or 656 hours). For employees hired prior to January 1, 1996, such payment shall be based upon the employee's rate of pay at the time of retirement. For employees hired on January 1, 1996 and thereafter, payment at the time of retirement will be at the hourly rate when the days were accrued. (When days are used for sick leave purposes, they will be deducted on the basis of last in first out).

Section 9. Discretionary with the Department Head, employees may use sick leave in half-hour units.

4) Sick Leave Bank

Part-time employees may join the bank by donating two (2) sick days [fourteen (14), fifteen (15) or sixteen (16) hours]. Use of days from the Sick Leave Bank will be in part-time equivalent days (hours). Sick leave donated will be deducted from the employee's maximum allowable retirement payout on a 1:1 formula (Example: Two (2) days donated, two (2) days will be deducted from the maximum allowable retirement payout). Vacation days may be donated in lieu of or in combination with sick leave days, but will not affect retirement payout. Donations must be made in full working day increments (7 hours, 7 1/2 hours or 8 hours). Sick leave hours donated will be permanently deducted from the employee’s total allowable accumulation of sick leave.

For other Sick Leave Bank policies and procedures, refer to Article 18 – Sick Leave Bank.

5) Shift Differential
Part-time employees shall receive shift differentials as stated in Article 13. Part-time employees in the Nursing Home who qualify under Article 37 – Clinton County Nursing Home, will receive the shift differential as described in that article.

6) Clothing Allowance

All part-time employees who are required to wear a uniform not supplied by the employer and who, by the end of each contract year, have worked an average of three (3) or more days per week will receive a uniform maintenance allowance of $40 to be paid at the end of the contract year.

All employees who are provided with uniforms or a uniform allowance must wear the uniforms. In addition to the requirement to wear uniforms provided or for which a maintenance allowance is provided, the employees are required to maintain such uniforms in clean and reasonable condition. Each employee to whom the County supplies a uniform or uniform maintenance allowance will be subject to inspection by the department supervisor and/or Department Head. Any employee who receives a warning about the condition or cleanliness of his/her uniform who does not correct the situation within a reasonable period of time will be subject to discipline.

7) Seniority

Seniority shall commence upon the date of first permanent appointment. Part-time permanent employees shall be included in a separate seniority roster which shall be subordinate to the seniority roster of permanent employees. The County agrees to abide by such seniority preference list in connection with layoffs from and return to work based upon the individual employee and his job classification. Seniority in title shall be the deciding factor in shift selection and days off work.

8) Maintenance of Benefits

Part-time employees will maintain benefits in the same fashion as full-time employees as per Article 3, Section 4.

9) Refreshment Break

Part-time employees who work at least one half of the established workday are entitled to one 15 minute break. Part-time employees who work the full workday shall have the same break periods as full-time employees (see Article 24).

10) Emergency Closures

Part-time employees who are scheduled to work and whose departments were ordered closed will be paid for those hours they were scheduled to work.

At the request or approval of the employer, part-time employees who were required to work for that time frame, will be given an equivalent number of lieu hours to be scheduled and used by December 31st of the current year.
For those departments that are not closed during an emergency, part-time employees who work under these circumstances will receive lieu time equal to their hours worked after the emergency has been declared to be scheduled and used by December 31st of the current year.

11) Overtime

Section 1. Any hours worked over and above a workweek of forty (40) hours or eight (8) hours in a given day, a part-time employee, with the written permission of the Department Head, shall either be paid at the rate of one and one-half times the employee’s rate of pay or earn compensatory time at the rate of one and one-half hours.

Section 2. The necessity for overtime work shall be approved by the employee’s Department Head before any credit for overtime work shall be allowed. No credit shall be given for overtime of less than one-half hour in a day. Overtime or compensatory hours shall be credited only in one-half hour units and no fractional part of such a unit shall receive credit.

Section 3. Earning of compensatory time is an alternative to overtime pay and is subject to the approval of the employee’s Department Head and with the mutual agreement of the employee. Department Heads have overall responsibility for the accurate accounting and implementation of compensatory time and must approve, in advance, the overtime hours that will result in compensatory time and must also approve, in advance, the use of compensatory time.

Section 4. Accrued compensatory time may not exceed two working days in one pay period and shall be used no later than the following two pay periods provided that such time off from regular working hours shall first be approved by the Department Head. If an employee requests to use compensatory time within the required time frame but the Department Head cannot approve the use due to work requirements, the employee will receive pay for the unused compensatory time hours, not exceeding two working days, accumulated according to the guidelines above in Section 1.

Section 5. All paid sick leave shall be considered as time worked for the purpose of computing overtime.

Section 6. The employer shall not prevent an employee from working his/her normal shift and/or workweek in order to relieve himself/herself of the responsibility of paying such overtime.

Section 7. No employee may rearrange or otherwise alter their daily or weekly work schedule in order to create overtime without prior written approval of the Department Head.

Section 8. Overtime and compensatory time shall be subject to the rules and regulations of the F.L.S.A. as they apply to public employees.

12) Educational Tuition Assistance

Part-time employees shall be permitted to take job related courses with 50% reimbursement by the County for tuition and mandatory fees upon obtaining the prior written approval by the County Administrator (CCC – College
President) and upon proof of satisfactory completion of said course with a "C" or better.

Any part-time employee who has been provided the benefit of this clause, who then voluntarily leaves County service after less than one year of use of the benefit, shall return one half (1/2) of the reimbursement to the County. If the employee voluntarily leaves County service after less than six (6) months of the use of the benefit, the employee shall return three fourths (3/4) of the reimbursement to the County. In the case of tuition, said reimbursement shall be provided to the County for the last school year in which the employee received tuition reimbursement.

For other part-time benefits, refer to the following articles:

Article 4 Posting of Positions
Article 5 Out-of-Title Work
Article 6 Reallocations
Article 7 County Wide Performance Evaluations
Article 8 Personnel File
Article 20 Worker’s Compensation
Article 21 Personal Liability/Injury
Article 23 Additional Benefits Programs
Article 25 Mileage Allowance
Article 29 Mandated Meetings
Article 33 Layoff and Recall
Article 34 Reciprocal Rights/Labor Management
Article 35 Disputes and Grievances
Article 36 Discipline and Discharge Action
Article 37 Clinton County Nursing Home
Article 39 Health Department
ARTICLE 32  
CONTRACTING OF SERVICES

C.S.E.A. acknowledges that the County has the right to contract out for goods and services that are not ordinarily performed by members of the bargaining unit and for contracting of services in major construction and repair projects, in accordance with its past practice, when the County does not have the equipment or special skills to complete the task. It is not the intent of the County to contract for goods and services in order to undermine the bargaining unit. There shall be no loss of present jobs of permanent employees as a result of the County's exercise of its right to contract out for goods and services; however, this shall in no way be construed as a prohibition on the County to reduce staff for reasons not related to contracting of services.

Any contracting out of goods and services that is objected to by either party will be discussed in advance with C.S.E.A. in the Labor-Management Committee. If there is a tie in the committee, the parties will then ask one member from a mutually agreed upon list of three distinguished County residents to break the tie. The list will be changed every three (3) years.

ARTICLE 33  
LAYOFF AND RECALL

1. Layoff and Recall procedures for members of the Competitive Service will be in accordance with the applicable sections of Civil Service Law (currently Sections 80 and 81 and any others that may apply).

2. For members of the unit who are in the Non-competitive and Labor classes of service, the following layoff and recall procedures will apply:

   a. Within the job classification of the position to be abolished or reduced in force within the affected department, the employee with the least seniority will be laid off first. Seniority will be calculated in accordance with the definition in Article 3, Section 3 of this agreement.

   b. Recall to service within the job classification of the reduced or abolished position shall be in the inverse order of layoff, i.e., the most senior individual on the recall list will be called first. An employee will be kept on the recall list for a period of twenty-four (24) months. While layoff will be by department, recall will be County-wide. An employee who is offered recall to a lower rated position will be compensated at the lower rated position rate but at the step the employee was on when layoff occurred.

   c. Any employee whose position has been abolished or reduced who has worked for the County in his/her department in a lower rated job title may replace the least senior member in the same department provided he/she has more overall County seniority.

   d. Veterans in the unit will still continue to be provided the right of transfer as established in Section 86 of Civil Service Law.

   e. Part-time employees in the same job and title as full-time employees in the department affected by the reduction in force or job elimination will be laid off first.
f. In the event of a tie in seniority affecting two individuals, a coin toss will break the tie. In the event of a
tie in seniority affecting three or more employees, the tie will be broken by lot.

ARTICLE 34
RECIPROCAL RIGHTS / LABOR MANAGEMENT

Reciprocal Rights

The County recognizes the right of the employees to designate representatives of C.S.E.A. to appear on their
behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this contract
and to visit employees during working hours. Such employees' representatives shall also be permitted to appear at
public hearings before the Clinton County Legislature upon the request of the employees.

Section 1. The County shall so administer its obligations under this contract in a manner which will be fair and
impartial to all employees and shall not discriminate against any employee as defined by the County Discrimination
Policy.

Section 2. C.S.E.A. shall have the right to post notices and other communications on bulletin boards maintained
on the premises and facilities of the employer, subject to the approval of the contents of such notices and
communications by the Clinton County Legislature or its designee. The Officers and Agents of C.S.E.A. have the right
to visit the County's facilities for the purpose of resolving grievances and administering the terms and conditions of this
contract.

Section 3. Employees who are designated or elected for the purpose of resolving grievances or assisting in the
administration of this contract shall be permitted a reasonable amount of time free from their regular duties to fulfill these
obligations which have as their purpose the maintenance of harmonious and cooperative relations between the County
and C.S.E.A.

Section 4. Employees officially elected as representatives of C.S.E.A. may be allowed reasonable approved
time-off for the purpose of attending State and regional C.S.E.A. meetings and conferences.

Labor Management

The employer and C.S.E.A. shall establish a joint Labor/Management Committee for the purpose of providing
communication, discussion and resolution of problems arising out of the terms and conditions of employment stated or
unstated in the agreement. Either party may request a meeting at a mutually convenient time and date. Unless mutually
cancelled, the meeting will take place within two (2) weeks of the request.

ARTICLE 35
DISPUTES AND GRIEVANCES

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

A grievance is a dispute concerning the interpretation, application or claimed violation of a specific term or
provision of this agreement, rules, regulations or administrative work order which relates to or involves the employee(s).
PROCEDURE

Step 1. The employee shall present the grievance orally, or in writing, to the employee's immediate supervisor or to the person who has been designated by the Department Head for such purpose at the appropriate local level, not later than fifteen (15) working days after the date on which the act or omission giving rise to the grievance occurred. If presented orally, and not resolved, the employee shall have five (5) additional working days within which to present the grievance in writing to the employee's immediate supervisor. If the grievance is written, the immediate supervisor shall have five (5) working days to reply to the grievant in writing. If denied, the reasons shall be stated.

Step 2. In the event that the employee wishes to appeal an unsatisfactory decision at Step 1, he/she shall submit the written grievance and the response of the immediate supervisor, to the C.S.E.A. Grievance Committee within five (5) working days. The Grievance Committee shall have fifteen (15) working days to conclude that the grievance may or may not be meritorious. Its decision shall be final and in writing and sent to all parties involved.

Step 3. If an employee's grievance is not resolved at Step 2, and the C.S.E.A. Grievance Committee authorizes the grievance to be presented to the Grievance Committee of the Clinton County Legislature, C.S.E.A. shall forward the grievance, the response, and any other pertinent papers to the Chairperson of the County Legislature Grievance Committee with a request for a hearing. Within fifteen (15) working days of the request for hearing on the grievance deemed meritorious by C.S.E.A., the Legislative Committee shall hold a hearing and render a decision on the grievance within ten (10) working days of the conclusion of the hearing. The County Legislative Committee's decision shall be in writing and sent to all parties involved.

Step 4. If the employee or C.S.E.A. is not satisfied with the decision at the third stage and C.S.E.A. determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Chairperson of the County Legislature within fifteen (15) working days of the decision at the third stage. Within fifteen (15) working days after such written notice of submission to arbitration, the County Legislature or its designee and C.S.E.A. shall request a list of arbitrators from the Public Employees Relations Board. The parties will then be bound by the rules and procedures of the Public Employees Relations Board in the selection of an arbitrator.

The selected arbitrator will hear the matter and will issue his/her decision in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues. The cost of the arbitrator shall be borne equally by both parties.

The arbitrator's award will be final and binding on the parties.

In the event of the unexcused failure on the part of an aggrieved party to be timely, the grievance shall be deemed to be withdrawn. If the employer or his/her representative fails to make a decision within the required time period, the grievance may be appealed to the next step within the same time period as if a decision had been rendered.

1. All grievance discussions, meetings, conferences and hearings shall commence during the normal workday.

2. The time limits at any step(s) may be extended by written consent of the parties.

3. A maximum of four (4) hours shall be granted to the employee for preparation of his/her grievance at all stages, said time is to be considered not chargeable to any of the employee's accrued leave.
4. Minutes shall be recorded beginning at Step 3, with copies of said minutes furnished to all parties. Cost of such minutes shall be borne equally by both parties.

5. Employees shall have the right to have their representative present at all stages of the grievance procedure.

**ARTICLE 36**

**DISCIPLINE AND DISCHARGE ACTION**

All employees covered under this agreement who do not have protection under Section 75 of the Civil Service Law shall, if disciplined or discharged, be allowed to appeal the discipline or discharge action (in writing) to the Labor/Management Committee as established under this agreement. The Labor/Management Committee shall, within ten (10) working days of receipt of the appeal, meet and review the employee's case making a decision as to whether the employee should have been disciplined or discharged. If the committee determines that the employee should have been disciplined, it shall review the penalty(ies) imposed to determine whether the penalty(ies) were excessive. If the committee determines that the employee should not have been disciplined or discharged, the committee shall take the necessary action to cause the penalty(ies) against the affected employee to be reversed. In the instance of any fine paid by an employee, the money shall be returned to him/her. In the instance of a discharge or a suspension, the employee shall be reinstated to the position held prior to the discharge or suspension with full pay and benefit status. The employee shall also be given full pay and earned benefit credits, including seniority rights, for the period of the discharge or suspension. The employee shall receive a copy of the charges.

All documents, including charges, shall be delivered to the committee and C.S.E.A. by the charging party, as well as any written rebuttal by the employee. If the committee determines a hearing in the matter is necessary prior to making a decision, it shall convene such hearing within five (5) working days of its initial meeting. All parties involved in the action shall be required to attend and shall be allowed to be represented by counsel at the hearing if they desire. Within five (5) working days of the hearing, the committee shall render its decision and send it to the affected employee and C.S.E.A.

If the employee feels the decision of the committee is unsatisfactory, he/she may then appeal, in writing, to the Legislature who shall review the action and the decision of the Labor/Management Committee. The Legislature shall make a decision on the matter within twelve (12) working days of receipt of the appeal. If the employee is exonerated by the Legislature, such employee shall receive all back pay, benefits, etc., as is stated in paragraph 1.

**ARTICLE 37**

**CLINTON COUNTY NURSING HOME**

**Educational Incentive**

The Nursing Home will offer an Educational Incentive for all County employees who want to enter into or advance in a Nursing title. Preference will be given to Nursing Home employees. The employee would then be guaranteed full time employment at the Nursing Home at time of graduation (certification) in the title for which they went to school.

Contingent upon the Nursing Home Administrator declaring a nursing shortage at the Nursing Home and upon
confirmation by the County Legislature, the Nursing Home Administrator and Director of Nursing would review and forward employees’ applications for an Intermittent Educational Leave of Absence to the County Administrator for approval for the purpose of this incentive. During the Intermittent Educational Leave of Absence, Nursing Home employees would be required to work two 7.5 hour shifts per week, as well as during scheduled academic vacations at the approved educational institution they are attending.

The Nursing Home would pay approved employees for all tuition, fees, and books needed to obtain a nursing license or certification at a local educational institution (i.e. CCC, BOCES). Employees pursuing a CNA certification must be granted certification or refund all costs to the County within one (1) year. Employees pursuing a LPN license must be granted a license by the NYS Education Department within six (6) months or refund all costs to the County within two (2) years. Employees pursuing a Registered Nurse license must be granted a license by the NYS Education Department within six (6) months or refund all costs to the County within two (2) years. If an employee fails to be granted certification within six (6) months, but retakes and passes an examination and gains certification prior to one (1) year, the requirement to refund all costs is waived.

Employees receiving a LPN or RN license through this incentive would be required to work for the Nursing Home a number of years equal to the time in school or pay off the equivalent prorated amount of costs. For CNA certification, a minimum of one (1) year employment is required.

Recruitment Incentive

The Nursing Home will pay a recruitment incentive for all new part-time and full-time employees in the Nursing Home in Nurses Aide, Licensed Practical Nurse, Staff Nurse, Senior Staff Nurse and Head Nurse titles upon satisfactory completion of one (1) year of employment at the Nursing Home.

The recruitment incentive is to be paid to the employee within 30 days of completion of 1st anniversary at the Nursing Home. The payments would be at the following rate:

<table>
<thead>
<tr>
<th></th>
<th>Part time</th>
<th>Full time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nurses Aide</td>
<td>$125</td>
<td>$250</td>
</tr>
<tr>
<td>Licensed Practical Nurse</td>
<td>$250</td>
<td>$500</td>
</tr>
<tr>
<td>Staff Nurse</td>
<td>$500</td>
<td>$1,000</td>
</tr>
<tr>
<td>Senior Staff Nurse</td>
<td>N/A</td>
<td>$1,500</td>
</tr>
<tr>
<td>Head Nurse</td>
<td>N/A</td>
<td>$1,500</td>
</tr>
</tbody>
</table>

Mandatory Overtime

Clinton County Nursing Home is a seven (7) day a week, twenty-four (24) hour a day facility, and there may be times when it becomes necessary to mandate nursing staff members to work overtime to adequately staff the facility. The payment of overtime for part-time employees in the Nursing Home will continue according to past practice. In those instances, the following procedures apply:

1) Minimum staffing levels will be provided for all shifts and posted for the supervisor’s use.

2) Off duty nursing staff will be called first when staffing levels are below minimum. The
Supervisor/Medical Clerk will post on the monthly schedule who is contacted, the response to the call and the shift for which the employee was contacted using the following codes:
0= unable to reach
Y= Yes
N= No
ML = Message left

3) When a supervisor is unable to cover a call-in by contacting off-duty staff, on duty staff will be offered overtime based on seniority (most senior to least senior). If unable to cover with a staff member who is willing to work the additional time, a mandating list will be utilized.

4) A mandating list will be maintained as follows:

a) An inverse seniority list by job title will be maintained with the least senior nursing staff member placed first on the list. The list will include part-time and full-time positions by job title. The staff member that is mandated to work will have his/her name rotated to the bottom of the list and the mandated date noted.

b) Trade slips will be available for staff members who “volunteer to substitute” and work for the mandated staff member. The staff member who was initially mandated and did not work will stay at the top of the mandating list and the staff member who “substituted” for the mandated staff member and worked will go to the bottom of the mandating list. Any substitution will be noted on the mandatory overtime list by name, date, and job title.

5) All employees must be aware of where they are on the mandating list and be available when her/his name has been rotated to the top, or near the top of the list posted at each nursing unit.

ARTICLE 38
HIGHWAY DEPARTMENT AND LANDFILL

Section 1. Highway Department Snow and Ice Operations

Employees assigned to Snow and Ice Operations in the Highway Department will receive a $500 call-out bonus at the end of each snow and ice season providing the employee has a 100% response rate and has responded to every call-out within one (1) hour of notification. The following exceptions apply to the calculation of the response rate:

1. Employee receives written approval from the Department Head or Engineering Assistant for a necessary absence a minimum of one week prior to a scheduled weekend or holiday for on-call snow and ice coverage. In addition, the employee must contact all other eligible employees assigned to any snow and ice shift and provide a replacement name for the assigned period of coverage or indicate that he has made an agreement to swap assignments.

2. In the event of illness, the employee must provide timely notification of the illness to the highway construction supervisor and provide medical notification in a form the Department Head deems sufficient.
3. Extenuating circumstances (ex. death in immediate family, etc.) provided that the employee promptly notifies the Highway Construction Supervisor of such situation.

Section 2. Landfill Department Snow and Ice Operations

Employees assigned to Snow and Ice Operations in the Landfill will receive a $500 call-out bonus at the end of each snow and ice season providing the employee has a 100% response rate of the occasions he is asked to report and if he reports within the required time. The following guidelines will apply for the call-out bonus.

1. Prior to the beginning of each snow and ice removal season, the Landfill will post a sign-up sheet for those employees wishing to participate in the incentive program. The Landfill Operations Manager or the General Manager will use this sign up sheet to assign the number of employees needed for each snow or ice event.

2. After determining the number of employees needed for a snow or ice event, based on the event’s forecasted size and/or timing, the Operations Manager or the General Manager will contact each employee to determine if they are available to assist with snow or ice removal. Seniority will be the deciding factor when needed.

3. Employees who are available and are notified to report for snow or ice removal will report to work at the specified time or one (1) hour from time of notification.

The following exceptions apply to the calculation of the response rate:

1. Employees may receive prior approval from the Operations Manager or the General Manager for a vacation, personal day, etc. at least one (1) week prior to being unavailable for snow and ice removal

2. A sudden illness may cause the employee to be unavailable for snow and ice removal. In this case, the employee must notify their supervisor as soon as possible and provide medical documentation of the absence to the supervisor.

3. Extenuating circumstances, such as injury or death in the family, may cause the employee to be unavailable for snow and ice removal. In this case, the employee must notify their supervisor as soon as possible.

The Operations Manager will keep all records for the above terms and conditions and the General Manager will have reasonable discretion and interpretation of the terms and conditions for eligibility.

ARTICLE 39
HEALTH DEPARTMENT

On-Call Coverage and Compensation for the Home Care Unit

A. Electronic paging devices will be provided by the County to ensure that on-call personnel can be contacted immediately.

B. Clinton County Emergency Services will contact the on-call personnel for those patients currently admitted or those
being referred for Home Care Unit services or to screen other Health Department related calls.

C. All nursing personnel (including full-time, part-time, temporary, provisional, and permanent) holding a Registered Nurse License could be assigned to work the on-call schedule.

- This schedule would utilize seniority as one of the determining factors in staffing the on-call schedule.
- Twelve (12) nurses will work the on-call rotation. This number may be changed at the discretion of the affected parties and/or Department Head taking into consideration change in nursing duties and/or staffing.

D. Compensation for being on-call as a Primary Respondent, the first person who is contacted by the Clinton County Emergency Services, will be as follows:

- $2.75 per hour for WEEKDAY on-call coverage from 5:00 p.m. to 8:00 a.m.
- $3.25 per hour for WEEKEND on-call coverage starting at 5:00 p.m. on Friday through 8:00 a.m. Monday
- $3.75 per hour for HOLIDAY on-call coverage starting at 8:00 a.m. on the holiday to 8:00 a.m. the following day

E. Compensation for being on-call as a Secondary Respondent, the person who must be prepared to go out into the field at the direction of the primary respondent, will be as follows:

- $2.00 per hour for WEEKDAY on-call coverage from 5:00 p.m. to 8:00 a.m.
- $2.50 per hour for WEEKEND on-call coverage from 5:00 p.m. to 8:00 a.m. each day
- $3.00 per hour for HOLIDAY on-call coverage starting at 5:00 p.m. on the holiday to 8:00 a.m. the following day

F. Compensation for home visits, telephone calls and all related documentation completed by nursing personnel during on-call

- For each call-out, consisting of one or more consecutive home visit(s), including documentation, the on-call personnel will be paid a minimum of four (4) hours time or the actual hours worked, whichever is greater, at the appropriate hourly rate of pay as stated in Article 11 - Overtime.
- For each patient-related case involving telephone calls and including documentation, the on-call personnel will be paid one (1) hour at straight time for each case, regardless of the actual length of all relevant calls and documentation for said patient.
- For each aide-related telephone call, including documentation, not covered above as a patient-related case, the on-call personnel will be paid for the actual time spent on these activities, in 15 minute increments, at straight time.

G. In an emergency (Example: a snow day), when County offices are declared closed by the Legislative Chairperson, or designee, the on-call personnel may be asked to remain on-call for the duration of the emergency at the appropriate rates of pay.
Health Department Recruitment Incentive

The Health Department will pay a recruitment incentive for all “new-to-County” service part-time and full-time employees in the Health Department for Licensed Practical Nurses, Registered Professional Nurses, Public Health Nurses, Nurse Practitioner, Supervising Public Health Nurse and Coordinator of Community Health Services titles upon satisfactory completion of one year of employment at the Health Department.

The recruitment incentive is to be paid to the employee within 30 days of completion of his/her first anniversary at the Health Department. The payments would be at the following rate:

<table>
<thead>
<tr>
<th>Title</th>
<th>Part-time</th>
<th>Fulltime</th>
</tr>
</thead>
<tbody>
<tr>
<td>Licensed Practical Nurse</td>
<td>$250</td>
<td>$500</td>
</tr>
<tr>
<td>Registered Professional Nurse</td>
<td>$500</td>
<td>$1,000</td>
</tr>
<tr>
<td>Public Health Nurse</td>
<td>$500</td>
<td>$1,000</td>
</tr>
<tr>
<td>Nurse Practitioner</td>
<td>N/A</td>
<td>$1,250</td>
</tr>
<tr>
<td>Supervising Public Health Nurse</td>
<td>N/A</td>
<td>$1,500</td>
</tr>
<tr>
<td>Coordinator of Community Health Services</td>
<td>N/A</td>
<td>$1,750</td>
</tr>
</tbody>
</table>

ARTICLE 40
CLINTON COMMUNITY COLLEGE

Except as otherwise stipulated in this agreement, the term “County” shall also be construed to mean “Clinton Community College”.

Section 1. No employee will be permitted to take vacation at the Community College in the two weeks prior to the start of the fall/spring semesters or in the two-week period before spring graduation. An exception may be granted by the President of the Community College.

Section 2. Employees at the Community College will be entitled to the 12 1/2 holidays specified in this agreement. However, the use of holidays for employees at the Community College will be in accordance with the academic calendar approved by the College Board of Trustees.

Section 3. Tuition at the Community College will be waived only for those employees whose regular job assignment and work scheduling are at the Community College and who are taking courses approved by the President of the College.

Section 4. The work year at the Community College will be construed to be from September 1 to August 31 of each year, and the benefits of this agreement will be calculated using that basis for the Community College.

Section 5. At the Community College, those who must return to the College to work on registration after the end of the normal workday will be paid time and one-half for all return hours actually worked.

Section 6. C.S.E.A. employees at the Community College will receive a notice each September listing the number of sick leave days, personal leave days and vacation days an employee has for that year. In March, an employee may request an updating of his/her leave credits.
Section 7. The closing of the College may be caused by various factors including, but not limited to: inclement weather, a state of emergency, equipment malfunctions, energy reductions and directives from the Governor or SUNY. As the exact nature and cause of each closing varies, so does the required response. The President of the College or his/her designee will make the decision as to whether the College will be officially closed, or classes will be cancelled.

When the College cancels classes, employees may make a conscientious decision to either remain home or to leave the campus early. If the employee makes this decision, permanent full-time and part-time employees scheduled to work must charge the lost time to benefit time accruals (i.e. personal time or vacation time), or not be paid. Temporary employees will be paid for the time they worked but will not receive pay if they did not work.

When the President or his/her designee determines that the College will close, he/she will announce whether the official closure is a Level I or Level II, as defined below:

**LEVEL I:** President declares College closed. Closing is directly related to the inability of the campus to operate at full capacity. Essential personnel are required to report to work. When the College is officially closed at Level I, all employees, with the exception of the Buildings and Grounds employees covered by this contract, will be excused from work. All permanent, full-time and part-time employees scheduled to work will not be required to charge their time. Permanent, full-time and part-time employees on the payroll using accrued leave time for that time frame will not be charged for those hours. Temporary employees will be paid for the time they worked, but will not receive pay if they did not work. Employees of the Buildings and Grounds Department covered by this contract are considered essential personnel and must report to work when the College is closed at Level I. Such employees will be paid one and one-half (1 ½) times for work and receive one (1) lieu hour for every hour worked at Level I on such days. Such lieu hours will be treated the same as vacation time, in accordance with contract language. Buildings and Grounds Department employees covered by this contract directed to report to work but who do not, must charge leave time or not be paid.

**LEVEL II:** President declares College closed. This type of closing is usually due to a directive received from the Governor’s Office or from SUNY Central. Essential personnel are required to lock down the facility and leave work. When the College is officially closed at Level II, all employees will be excused from work. At the time of the announcement, Buildings and Grounds employees covered by this contract and on duty will close and lock the facilities in accordance with departmental procedures and be excused from work. All permanent, full-time and part-time employees scheduled to work will not be required to charge their time. Permanent, full-time and part-time employees on the payroll using accrued leave time for that time frame will not be charged for those hours. Temporary employees will be paid for the time they worked but will not receive pay if they did not work.

Section 8. All CSEA wage increases and salary increments will be paid on January 1st of each year.

Section 9. The College President may designate a summer schedule beginning after spring commencement and ending on a date within two weeks prior to the start of the fall semester. The summer schedule requires the approval of the College President and a majority vote of permanent, full-time CSEA employees.

Permanent, full-time employees who work 35 hours per week will work seven and one-half (7.5) hours Monday through Thursday and five (5) hours on Friday. The College will pay overtime for each hour over forty (40) in the workweek and over eight (8) in the workday during the Summer Schedule for these employees.

Permanent, full-time employees assigned to the Buildings and Grounds Department who work 40 hours per week,
Monday through Friday, will work eight and one-half (8.5) hours four days a week, Monday through Thursday, and 6 hours on Friday. Permanent, full-time employees assigned to the Buildings and Grounds Department and regularly scheduled to work on Saturday, will be allowed to work four 8.5 hour days, Tuesday through Friday, and six (6) hours on Saturday.

The College will pay overtime for each hour over forty (40) in the workweek and over eight and a half hours (8.5) in the workday during the Summer Schedule for these employees.
The contract shall be for a period of five years (January 1, 2004 through December 31, 2008).

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the first day and year first above written.

COUNTY OF CLINTON, NEW YORK

By: _________________________________
    Chairperson
    Clinton County Legislature

CLINTON COUNTY UNIT OF THE CIVIL
SERVICE EMPLOYEES ASSOCIATION, INC.

By: _________________________________
    President

CIVIL SERVICE EMPLOYEES ASSOCIATION

By: _________________________________
    Labor Relations Specialist

Date Signed:
Account Clerk/Typists (PT) - Public Hearing 6/10/88
Activity Leaders (PT)
Administrator - Indigent Defendants (PT)
Air Conditioning-Ventilating, Heating and Refrigeration Mechanic - Public Hearing 8/9/83
Airport Maintenance Workers
Airport Maintenance Workers I - Public Hearing 7/27/87
Airport Maintenance Workers II - Public Hearing 7/27/87
Airport Manager
Alcoholism Rehabilitation Aides
Assistant Sealer of Weights and Measures (PT)
Bridge Maintenance Workers - Public Hearing 7/27/87
Car Seat Grant Aide (PT) - Public Hearing 7/27/87
Commissioner of Social Services
Community Services Aides
Consulting Dietitian (PT)
Consulting Pharmacist (PT)
Cook – Managers
Coroner's Physician (PT)
County Highway Superintendent - Public Hearing 7/26/91
County Historian (PT)
Court Aide - Public Hearing 6/10/88
Court Attendants
Court Referral Director (PT) - Public Hearing 2/4/86
Court Referral Specialist (PT) - Public Hearing 6/10/88
Dental Care Director (PT)
Deputy Commissioner of Social Services
Deputy Health Commissioner (PT)
Dietary Technicians (PT) - Public Hearing 6/2/89
Director of Community Mental Hygiene Services - Public Hearing 6/2/89
Director of Data Processing - Public Hearing 7/27/87
Director of Office for the Aging - Public Hearing 7/26/91
Director of Planning - Public Hearing 6/10/88
Director of Real Property Tax Services II - Public Hearing 8/9/83
Director of Veterans Service Agency
Emergency Communications Dispatchers (PT) - Public Hearing 6/2/89
Employment and Training Director II - Public Hearing 6/2/81
Equipment and Buildings Mechanic - Public Hearing 8/24/90
Executive Director (Youth Bureau) - Public Hearing 6/2/81
Health Commissioner
Homemakers
Housekeepers
Infirmary Physician (PT)
Instructors of Beginner Swimming (Seasonal)
Keypunch Operators (PT) - Public Hearing 6/2/81
Medical Director (PT)
Motor Vehicle License Clerks (PT)
Patient Agent - Public Hearing 8/24/90
Personnel Director - Public Hearing 5/16/86
Physical Therapists (PT)
Public Health Director - Public Hearing 7/26/91
Senior Account Clerk/Typist (PT) – Public Hearing 10/10/03
STOP-DWI Coordinator - Public Hearing 3/21/84
Social Services Attorney (PT)
Social Services Investigators (PT) - Public Hearing 3/21/84
Staff Nurses - Public Hearing 7/27/87
Staff Psychiatrists (PT)
Station Attendants
STOP-DWI Educational Specialist (PT) - Public Hearing 7/27/87
Supervising Public Health Nurses (PT) - Public Hearing 6/2/89
Transfer Station Operator
Welder/Fabricator - Public Hearing 7/27/87
WIC Nutritionist (PT) - Public Hearing 7/27/87
WIC Nutrition Consultant (PT)
Assistant Recreation Director (Part-time or Seasonal)
Assistant Recreation Leaders (Seasonal)
Automotive Mechanic Helpers
Automotive Mechanics
Bookmobile Clerk-Drivers (PT)
Building Maintenance Mechanics
Building Maintenance Workers - Public Hearing 7/27/87
Bus Drivers
Carpenters
Chauffeurs
Chief Water Treatment Plant Operators, Type A (PT)
Chief Water Treatment Plant Operators, Type B (PT)
Chief Water Treatment Plant Operators, Type C (PT)
Clerks (PT)
Cooks
Court Referral Director (PT)
Electricians
Guards - Public Hearing 7/27/87
Licensed Practical Nurses
Lifeguards (Seasonal)
Motor Equipment Operator Mechanics - Public Hearing 8/9/83
Motor Equipment Operators I – Public Hearing 10/10/03
Motor Equipment Operators II – Public Hearing 10/10/03
Motor Equipment Operators III – Public Hearing 10/10/03
Motor Equipment Operators IV – Public Hearing 10/10/03
Plumbers
Principal Library Clerks (PT)
Recreation Activity Specialists (Seasonal)
Recreation Assistants (Seasonal)
Recreation Directors (Part-time or Seasonal)
Recreation Leaders (Seasonal)
Recreation Supervisors (Seasonal)
Registered Professional Nurses
School Crossing Guards (PT)
Senior Building Maintenance Workers - Public Hearing 8/24/90
Senior Clerks (PT)
Senior Custodial Worker - Public Hearing 7/27/87
Senior Library Clerks (PT)
Senior Stenographers (PT)
Senior Typists (PT) - Public Hearing 7/27/87
Sports Officials (Seasonal)
Stenographers (PT)
Summer Youth Counselors (Seasonal)
Swimming Pool Directors (Seasonal)
Typists (PT)
Van Drivers - Public Hearing of 8/9/83
Wastewater Treatment Plant Operators (PT)
Water Maintenance Workers - Public Hearing 7/27/87
Water Safety Swimming Instructors (Seasonal)
Water Superintendent (PT)
Water Treatment Plant Operators (PT)
Youth Supervisor (PT)

Section 55A - designated positions in titles where the incumbent is certified either by the Commission for the Blind and Visually Handicapped in the State Department of Social Services as being physically disabled by blindness or by the OVR State Education Department as otherwise physically or mentally disabled.
APPENDIX C
MANAGEMENT CONFIDENTIAL PERSONNEL

Accountant (Legislature)
Account Clerk/Typist
Administrative Services Officer (Mental Health)
Airport Manager
Assistant District Attorney
Budget Analyst
Building Maintenance Supervisor (Clinton Community College)
Chief Deputy
Commissioner of Social Services
Computer Programmer - Assigned to Payroll (Government Center)
Confidential Secretary to District Attorney
County Administrator
County Attorney
County Highway Superintendent
Deputy Commissioner of Social Services
Deputy County Administrator
Deputy County Treasurer
Deputy Election Commissioner
Deputy Superintendent of Highways
Director, Office for the Aging
Director of Data Processing
Director of Community Mental Hygiene Services
Director of Nursing (County Home)
Director of Patient Services (Health Department)
Director of Planning
Director of Real Property Tax Services II
Director of Social Services
Director of Veterans Service Agency
Director/Engineer of Environmental Health
Emergency Services Director
Employment and Training Director II
Executive Director of the Youth Bureau
Executive Secretary to the County Administrator
Health Facility Comptroller
Jail Administrator
Junior Audit Clerk
Legislative Assistant to the County Administrator
Nursing Home Administrator
Office Manager (Health Department)
Payroll Clerk (Treasurer)
Personnel Director
Personnel Records Clerk
Personnel Technician
Principal Audit Clerk
Principal Stenographer
Probation Director II
Public Health Director
Purchasing Agent
Sr. Audit Clerk
Sr. Computer Programmer
Sr. Personnel Records Clerk
Sr. Stenographer
Social Services Attorney
Solid Waste Supervisor (Landfill)
Stenographer
Superintendent of Buildings and Grounds
Supervising Programmer/Analyst
Undersheriff