

AGREEMENT

By and Between The

COUNTY OF ROCKLAND

and

CSEA, LOCAL 1000 AFSCME,

AFL-CIO

August 1, 2016 - December 31, 2021

TABLE OF CONTENTS

Section	Title	Page
PREAMBLE		1
ARTICLE		
I	Parties to the Agreement	1
II	Affirmation Not to Strike	1
III	Appropriate Negotiating Unit	1
IV	Scope of the Agreement	2
V	Rights and Responsibilities of the Employer, Employees And the Union	2
VI	Labor Management Committee	5
VII	Collection of Dues	6
VIII	Salary Plan	7
IX	Basic Work Week and Basic Work Period	8
X	Hours of Work	9
XI	Overtime	10
XII	Overtime for Registered Nurses, Practical Nurses, Nurses Aides, Mental Health Workers, Food Service Employees, BCI, and Some Titles in the Sewer District	11
XIII	Stand-By Time	12
XIV	Leave With Pay	12
	Holidays	12
	Vacation	13
	Sick Leave	14
	Extended Sick Leave	16
	Personal Leave	16
	Leave for Court and Jury Appearance	16
	Leave for Civil Service Examination	17
	Military Leave and Other Leave Required by Law	17
	Educational Leave	17
	Wage Continuation Plan – Work Related	17
	Bereavement Leave	18
XV	Leave Without Pay	19
	General	19
	Maternity Leave	19
	Child Rearing Leave	19
XVI	Medical, Surgical, and Hospitalization Insurance, and Other Benefits	19
	Medical, Surgical and Hospitalization Plan	19
	Dental Plan	20
	Vision Plan	20
	Contribution for New Hires	20
	Lag For New Hires	21
	Buyout	21
XVII	Participation in the New York State Retirement System	22
XVIII	Grievance and Disciplinary Procedure	23
XIX	Definition of Terms as Used in This Agreement	23

TABLE OF CONTENTS

Section	Title	Page
XX	General Provisions	24
	Bulletin Boards	24
	Working Environment	24
	Uniforms	24
	Mileage Allowance	25
	Rest Period	25
	Meals/Meal Allowance	25
	Emergency Declaration	26
	Reclassification	26
	Clean-Up Period	26
	Tuition Reimbursement	26
	Personnel Files	27
	Travel Time	28
XXI	Reduction in Force	28
XXII	Recall	29
XXIII	Effective Date and Duration of This Agreement	29
XXIV	Necessity for Approval by the Appropriate Legislative Body	29
XXV	Drug and Alcohol Testing Policy	29
APPENDIX A	GRIEVANCE AND DISCIPLINARY PROCEDURE	31
APPENDIX B	SALARY PLAN	36
	PART A – Salary Plan	36
	PART B – Salary Grade Allocation	42
	PART C – Salary Grade Schedules	89
APPENDIX C	DELETED	
APPENDIX D	TRAVEL MILEAGE CHART	73
APPENDIX E	DRUG AND ALCOHOL TESTING POLICY AND PROCEDURE FOR CERTAIN EMPLOYEES IN THE ROCKLAND COUNTY SHERIFF’S DEPARTMENT	74
SALARY SCHEDULES		89
INDEX		94

PREAMBLE

Whereas it is the intent and purpose of the parties to this Agreement to:

1. establish and maintain a harmonious and cooperative relationship between the County of Rockland and its employees in order to protect the public by assuring at all times the orderly and uninterrupted operation and function of government;
2. comply with the requirements of the Public Employees' Fair Employment Act by recognizing the rights of the employees of the County of Rockland to self-organization and representation for collective negotiations on the terms and conditions of employment.

Now in consideration of the mutual obligations contained herein the parties agree as follows:

ARTICLE I - Parties to the Agreement

1. The parties to this Agreement are the County of Rockland, hereinafter referred to as the "Employer," and Civil Service Employees Association, Inc., Local 1000, American Federation of State, County and Municipal Employees Union, AFL-CIO, hereinafter referred to as the "Union," for the Rockland County Unit.
2. The Employer recognizes the Union as the exclusive representative of all those County Employees determined to be in the appropriate negotiating unit for the term of the Agreement.

ARTICLE II - Affirmation Not to Strike

The Union affirms that it does not assert the right to strike. Nor shall the Union cause, instigate, encourage or condone a strike.

ARTICLE III - Appropriate Negotiating Unit

1. Unless otherwise stated, the provisions of this Agreement apply to all employees of the County of Rockland except:
 - a. All employees in the unclassified service.
 - b. All employees in the exempt class of the classified service.
 - c. The officer or head of each department, office or agency who has the power to appoint pursuant to law; any employee appointed as a deputy to such office, or head of department, office or agency and is paid as such; chief executive or director of each department, office or agency under the jurisdiction of a Board or Commission.
 - d. Employees in existing recognized or certified bargaining units.
 - e. Student employees.
 - f. All executive, managerial, administrative, confidential employees.
 - g. Security Officers.
 - h. Relief employees who work less than 130 hours in any calendar quarter and 520 hours in any calendar year.

- i. Any part-time employee hired on or after January 1, 1980 who works less than 130 hours in any calendar quarter and 520 hours in any calendar year.

ARTICLE IV - Scope of the Agreement

1. It is understood and agreed by the parties to this Agreement that any provision inconsistent with or contrary to law or rules and regulations having the force and effect of law shall be considered as deleted from the Agreement without harm to the remaining provisions of the Agreement.

If any article or section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

2. The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to negotiate collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.
3. The provisions of this Agreement, except as limited within the Agreement, apply to all permanent, provisional and temporary employees working in a position duly established by the legislative body in the competitive, non-competitive and labor classes in the classified service.
4. Part-time employees covered by this Agreement shall benefit from the provisions contained therein for vacation, sick, holiday and personal leave accruals, except as limited by Article XIV, Section 1, in the proportion that the position as established or subdivided bears to the basic work week or work period of full-time positions in that title or job category. However, no such employee shall receive such benefits at a percentage rate higher than that determined by the number of hours of the position as established or subdivided.
5. Effective January 1, 2013, employees receiving benefits from any New York State Retirement System shall not be eligible for benefits under Articles XIV.1, 2, 3, 4, 5, 6, 7, 9, 11, 13; XV 1, 2, 3, 5; XVI; XVII; XX 10, 16, and 19.

ARTICLE V – Rights and Responsibilities of The Employer, Employees and The Union

The intent and purpose of the within Article is to set forth the rights and responsibilities of the Employer, Employees and the Union consistent with law. Nothing contained herein shall deprive the Employer and Employees of any protection and/or rights they have under this Agreement, the New York State Civil Service Law and any other applicable law.

1. General Rights and Responsibilities of the Employer
 - a. Nothing in this Agreement shall be construed as delegating the authority conferred by law on any elected official, department, office or agency head, or the chief executive officer, or

director of any department, office or agency under the jurisdiction of a Board or Commission or in any way to reduce or abridge such authority. The rights and responsibilities of the Employer include but are not necessarily limited to the following:

- 1) To determine the standards of services to be offered by its offices, agencies and departments;
- 2) To direct employees of the County;
- 3) To hire, promote, transfer, assign and retain employees and to suspend, demote, discharge or take disciplinary action against employees;
- 4) To relieve employees from duties because of lack of work, or for other legitimate reasons;
- 5) To maintain the efficiency of government operations entrusted to them;
- 6) To determine the methods, means and personnel by which such operations are to be conducted;
- 7) To take whatever actions may be necessary to carry out the mission of the department, office or agency concerned.

2. General Rights and Responsibilities of the Employees and the Union

- a. County employees shall have the right to form, join and participate in or refrain from forming, joining or participating in the Union free from interference, coercion, restraint, discrimination or reprisal.
- b. The Union has the right to represent all County employees in the negotiating unit on any matter concerning the terms and conditions of employment within the limits of this Agreement. However, nothing in this Agreement shall be construed as to preclude any employee, regardless of Union membership, from bringing matters of personal concern directly to the attention of the appropriate appointing authority in accordance with applicable law, rules and/or regulations having the force and effect of law or pursuant to the established policy of the appointing authority.
- c. The Union is entitled to have at least one, but no more than two, County employees, in addition to a CSEA staff employee, present as a representative of an employee who is a member of the bargaining unit at any stage of a grievance and at any interrogation of such employee in connection with a proceeding in which the employee is the target of charges of incompetency or misconduct. Such representatives may also be present at any grievance arbitration hearing or disciplinary arbitration hearing held in which an employee member of the bargaining unit is the grievant or subject of a disciplinary proceeding pursuant to law or the provisions of this Agreement. However, employees shall have an unqualified right to choose their own representative or to determine they do not want representation at any stage of the grievance or disciplinary proceeding, in which case the Union shall have the right to have one representative present as an observer.
- d. Union Representatives
 - 1) The Union shall designate one (1) representative for each operating location of the office, institution, department or agency concerned. The Union shall furnish the Employer a list of the representatives' names and their assigned areas and shall keep the list current at all times.

- 2) When requested by the employee, a representative may investigate any alleged grievance in the employee's assigned work area and assist in its presentation. The employee shall be allowed reasonable time therefore during working hours without loss of time or pay, upon notification and with the approval of the employee's immediate supervisor.
- 3) It is agreed and understood that the activities of the Union representatives shall be carried out in a manner that will minimize interference with normal work functions.

e. Negotiating Committee

- 1) The negotiating committee of the Union shall consist of at least one member from each CSEA section of the County and the CSEA Rockland County Unit President. The Union shall furnish the Employer a list of the negotiating committee members and shall keep the list current at all times.
- 2) Members of the negotiating committee of the Union shall be allowed reasonable time off for negotiations as necessary during regular working hours without loss of time or pay upon notification and with the approval of their respective immediate supervisor.

f. It is agreed and understood that any Employee who is absent from work under the provisions of Section d and/or Section e of this Article shall not be compensated for any hours in excess of the employee's regular working hours.

- g.
- 1) Individuals who have achieved permanent status and who are covered under Section 75 or 76 of the Civil Service Law shall, upon written waiver of their rights under said section(s), be afforded binding arbitration.
 - 2) All permanent labor and non-competitive employees in the unit not otherwise covered by Section 75 or 76 of the Civil Service Law, with twelve (12) or more months of continuous permanent labor or non-competitive class service in the unit, shall be afforded binding arbitration with respect to removal and other disciplinary action, except as otherwise provided herein.
 - 3) Written notice of charges and the proposed penalty or penalties shall be provided to the employee concerned, and a copy of such shall be sent to the President of the Union. Pending a hearing on the charges, the employee may be suspended without pay for a period not to exceed thirty (30) days, forty-five (45) days in the case of individuals not covered under Section 75 or 76 of the Civil Service Law. In a case where a delay in establishing a date for, or the completion of, a hearing is caused solely by the actions of the employee or the employee's representative, the suspension without pay may continue until such time as the hearing is completed.
 - 4) No removal or disciplinary proceeding shall be commenced more than eighteen (18) months after the occurrence of the alleged incompetency or misconduct complained of and described in the charges provided, however, such limitations shall not apply where the incompetency or misconduct complained of and described in the charges would, if proved in a court of appropriate jurisdiction, constitute a crime.
 - 5) The arbitrator shall be selected and appointed in the manner set forth in Article XVIII Appendix A - (D) (Arbitration).

- 6) The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union. The cost of stenographic services, if any, shall be borne by the party who requests same, and said party shall supply a copy of said stenographic record to the other free of charge.
- h. Notwithstanding Section 75 and 76 of the Civil Service Law and any other applicable law and any other provisions of this Agreement, any employees covered by this Agreement may be issued letters of reprimand, copies of which shall be placed in the employees' personnel file as set forth in Article XX.17 and sent to the Union. The letters of reprimand shall inform employees of their rights to make written replies to same.
- i. Absence Without Leave
 - 1) When an employee is absent without leave and without sufficient notification in writing to the Employer for a period of ten (10) consecutive work days, such absence shall be considered to constitute a resignation to become effective on the date the absence began. If such absence is medically-related, and the Employer is so notified within a reasonable time during or after the absence, sufficient notification must be from a qualified medical practitioner (one who has diagnosed/treated/prescribed treatment for the employee's condition) setting forth an illness or other disability which reasonably justifies the employee's inability to perform all essential job functions without restriction on each day of the employee's absence.
 - 2) Should an employee fail to return to work within ten (10) consecutive work days following the expiration or extension of a leave of absence, such absence shall constitute a resignation (which for the purposes of determining eligibility for reinstatement shall be deemed to be effective the date which marked the beginning of such leave of absence), unless such employee shall have submitted within said ten (10) day period sufficient notification in writing.
 - 3) Nothing herein shall be deemed to excuse the unauthorized absence of an employee, or failure to return to work upon the expiration of an authorized leave of absence, nor to waive any rights the County may have to take any appropriate disciplinary action.

ARTICLE VI - Labor Management Committee

1. CSEA and the County recognize the need for communication to resolve issues of ongoing concern to either or both of the parties. To facilitate such communication, there is hereby established a Labor Management Committee consisting of four (4) members designated by the County Executive and four (4) members designated by the President of CSEA. The Committee shall meet as reasonably required and agreed, to deal with issues as they arise.
2. The Committee shall consider (a) the limitations, if any, which shall be imposed on employees who are regularly required to use video display terminals for protracted periods of time, (b) alternate methods of scheduling, for example, holiday scheduling, flex time, (c) employee tardiness, (d) employee safety, and (e) the development of a plan for an employee suggestion program.
3. Except in an emergency, at least ten (10) days' notice of the need for a meeting shall be given and the request for the meeting shall identify its subject matter. Upon consent of the County Executive and the President, each shall have the right to bring such additional persons as they require to meetings of the Committee.
4. The Committee may consider matters of concern to the County and to CSEA. It shall not be authorized to consider or negotiate any change in the provisions of the Agreement.

ARTICLE VII - Collection of Dues

1. Membership Dues

- a. Upon written authorization of the employee concerned, and unless said employee subsequently revokes such written authorization, the Employer shall deduct membership dues from the employee's bi-weekly pay in the amounts specified in the written authorization. The amounts so deducted shall be forwarded to the Union at regular intervals.

2. Agency Shop

- a. The Employer agrees, in accordance with Chapter 677 of the 1977 Laws of New York, to deduct from the salary of an employee who is not a member of the Union, but who is represented by the Union for the purpose of collective negotiation, an Agency Shop Fee in an amount equivalent to the amount of dues payable by a member of the Union, provided that the Union establish and maintain a procedure providing for the refund to any employee demanding the return of any part of such Agency Shop Fee, deductions which represent the employee's pro-rata share of the expenditures by the Union in aid of activities or causes only incidentally related to terms and conditions of employment.
- b. The Union shall indemnify the Employer against all costs and expenses, including reasonable attorneys' fees, incurred in the defense of any proceeding before a court or administrative agency commenced by an employee alleging the invalidity of such refund procedure or the improper deduction of agency fees. The Union shall pay any judgment which may be entered against the Employer in such a proceeding.

3. Deductions

As soon as reasonably possible, and upon written authorization of the employee concerned, and unless said employee subsequently rescinds such written authorization, the Employer agrees to permit deductions from the employee's wage for:

- a. Insurance premiums for home, automobile, accident and life insurance coverage sponsored by CSEA;
- b. Individual retirement accounts;
- c. Tax sheltered annuities;
- d. Deferred compensation plans;
- e. Credit unions [not more than two (2)];
- f. P.E.O.P.L.E Contributions.

However, it is agreed and understood the number of vendors which are permitted to participate in sub-section b, c and d above shall be at the sole discretion of the Employer.

It is further agreed and understood that notwithstanding anything else to the contrary, such deductions must comply with appropriate law and must function within the present capacity of the system and must not require purchase of new equipment.

It is further agreed and understood that CSEA shall indemnify and hold the County harmless for any claims arising from an act of omission or commission on the part of the Employer.

ARTICLE VIII - Salary Plan

It is agreed and understood that the official rate of pay is an hourly rate as shown in Appendix B, Part C.

1. Wage/Salary Increases

- a. For 2017, employees who are active on the payroll on the date on which this Agreement is approved by the County Executive following ratification by the County Legislature, and who are eligible for contractual benefits, shall receive a one-time lump sum payment of \$800 for services rendered, which shall be reported to the NYS Employees Retirement System. Said one-time payment shall not increase the salary rate of the employees receiving it or the salary schedule. The lump sum shall be calculated based on the ratio of "reg-like" hours worked against full-time hours in the calendar year 2017.
- b. For 2018, employees who are active on the payroll on the date on which this Agreement is approved by the County Executive following ratification by the County Legislature, and who are eligible for contractual benefits, shall receive a one-time lump sum payment of \$1500 for services rendered, which shall be reported to the NYS Employees Retirement System. Said one-time payment shall not increase the salary rate of the employees receiving it or the salary schedule. The lump sum shall be calculated based on the ratio of "reg-like" hours worked against full-time hours in the calendar year 2018.
- c. Effective January 1, 2019, there shall be a 2% increase added to each step of the schedules in effect on July 31, 2016.
- d. Effective August 1, 2020, there shall be a 3% increase added to each step of the schedules in effect on July 31, 2020.
- e. Effective August 1, 2021, there shall be a 3% increase added to each step of the schedules in effect on July 31, 2021.
- f. RETROACTIVE WAGE INCREASES: Whenever it is agreed between the parties that wage increases shall be paid retroactively, the following will apply: 1) Only those unit employees who are employed on the County Payroll on the date of ratification by the Legislature shall be eligible for retroactive wage adjustments, except that 2) Employees who have died, retired from employment in the Rockland County Payroll system on their date of separation, or become disabled from work-related injury shall be eligible for retroactive wage adjustments for any applicable continuous period(s) of active service on the payroll during the contract period, and 3) Employees dismissed or terminated for cause shall not be eligible for retroactive wage adjustments.

2. Administration of the Salary Plan

Provisions for the administration of the salary plan are contained in Appendix B, Part A.

3. Reallocation Requests

- a. An employee or group of employees may request reallocation of their position title in the salary grades. Such requests shall be in writing addressed to the Commissioner of Personnel, and the requestor(s) shall supply whatever data is required to enable the Commissioner of Personnel to make a recommendation. The Commissioner shall endeavor to provide a timely response.

- b. It is understood that no employee shall have any claim against the County for any salary differences for any period prior to the date changes in allocation become effective.
- c. This Article and its provisions are not subject to the grievance procedure, and the right to appeal any decision or recommendation made pursuant to same is hereby waived.

4. Shift Differential

A ten percent (10%) shift differential shall be paid to any employee who works a second or third shift, except that eligibility for shift differential requires that: 1: A formal second or third shift must exist in the location, title and work unit where the shift differential is to be paid; and 2: The employee must be regularly assigned to a schedule which includes a night or evening shift, not occasionally or sporadically or solely on an overtime basis; and 3: The employee must work a full shift, defined as seven or eight hours for a full-time employee or the regular daily scheduled hours for less-than-full-time employee in a position which is established or subdivided as such. Unpaid meal periods will be counted towards the full shift work requirement but shift differential will only be paid for time actually worked. Good faith will be used in the scheduling and the timing of second and third shift assignments.

ARTICLE IX - Basic Work Week and Basic Work Period

1. Basic Work Week

a. Forty (40) Hours

The basic work week for County employees shall be forty (40) hours, except for the following classes of employees.

- 1) Registered nurses, practical nurses, nurse's aides, mental health workers and food service employees assigned to or working in the Department of Hospitals and the Department of Mental Health.
- 2) Clerical personnel (except Senior File Clerks-BCI).
- 3) Professional, technical, administrative and supervisory personnel other than those directly involved in a three (3) shift, twenty-four (24) hour a day, seven (7) day a week operation; those engaged in construction, inspection of construction, renovating, remodeling, alteration or maintenance of public works and County facilities; and those who are employed by, assigned to or working in County institutions and are engaged in providing institutional domiciliary or medical care or ancillary laboratory or paramedical services.
- 4) Such other classes of employees as may be determined by the Employer.
- 5) Employees engaged in engineering, maintenance and repair, pollution control, inspection, and equipment operation and/or the direct supervision thereof in the Sewer District.

b. Thirty-Five (35) Hours

The basic work week for the following classes of employees shall be thirty-five (35) hours.

- 1) Clerical personnel.

2) Professional, technical, administrative and supervisory personnel other than those directly involved in a three (3) shift, twenty-four (24) hour a day, seven (7) day a week operation; those engaged in construction, inspection of construction, renovating, remodeling, alteration or maintenance of public works and County facilities; and those who are employed by, assigned to or working in County institutions and are engaged in providing institutional domiciliary or medical care or ancillary laboratory or paramedical services.

3) Such other classes of employees as may be determined by the Employer.

2. The basic work week shall be completed within five (5) consecutive twenty-four (24) hour periods within a recurring period of one hundred sixty-eight (168) continuous hours, i.e., seven (7) consecutive twenty-four (24) hour periods, beginning at 12:01 a.m. Saturday and ending at 12 midnight the following Friday, except that the Employer may designate a different recurring period of one hundred sixty-eight (168) continuous hours for all or any class of employees as may be required by the operations of the department, institution, office or agency concerned. This section is intended only to provide a fixed reference for the purpose of determining the number of hours of overtime that might be worked in any one (1) week.

3. Basic Work Period

The basic work period for registered nurses, practical nurses, nurse's aides, mental health workers and food service employees assigned to or working in the Department of Hospitals and the Department of Mental Health, and all employees in the BCI and Communications Division in the Sheriff's Department, except for clerical personnel, and employees engaged in the engineering, maintenance and repair, inspection, pollution control and equipment operation and/or the direct supervision thereof in the Sewer District shall be eighty (80) hours in a fourteen (14) day period.

4. The basic work period shall be completed within fourteen (14) consecutive twenty-four (24) hour periods beginning at 12:01 a.m. Saturday, at the end of which a new fourteen (14) day period begins.

5. The work week or work period for part-time employees shall be determined by the appointing authority but in no event shall exceed the basic work week or period provided for in this Article.

6. An employee must work the total number of hours in a basic work week or work period; if for any reason they work less, except for tardiness, the employee shall not be paid for time not worked unless on authorized leave with pay.

Nothing herein shall be deemed to excuse the unauthorized absence of an employee, nor to waive any rights the County may have to take any other appropriate action.

ARTICLE X - Hours of Work

1. Offices shall be open for the transaction of business from at least 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays, except as otherwise required by the Employer.

2. Where an agency, office, department or institution conducts certain functions or operations on a twenty-four (24) hour basis or on other than a 9 to 5 basis, the working days and hours of an employee shall be established by the appointing authority in a manner not inconsistent with this Agreement.

3. In the event that the appointing authority establishes hours of work other than the regular hours of work pursuant to subdivision 2 hereof, assignment of employees shall be made from among those employees having the skills and abilities required for the work and who volunteer to work

such hours, on the basis of seniority, and then from among other such employees on the basis of inverse order of seniority.

4. No employee shall regularly be required to work a split shift. For purposes of this section a "split shift" is defined as a work schedule pursuant to which the employee is regularly required to work for a fixed period of time, is released from duty for a period of two (2) hours or more and then is required to work an additional fixed period. Nothing in this section shall be interpreted to prevent recalls to work, the assignment of overtime, or to prevent changes in a shift in the middle of a week, provided, however, that an employee who is changed from one shift to another, after said employee's work week has commenced, shall receive as compensation for the inconvenience caused thereby, premium pay of one and one-half the employee's normal rate of pay (in lieu of the employee's ordinary rate of pay) for the first day said employee works such new shift.
5. New shift or changing shift assignments shall be from among those employees who apply, based on seniority as defined in Article XIX.12, effective with the legislative ratification of this Agreement [June 4, 2019]. Such shift assignments, based on seniority as defined in Article XIX.12, shall be limited to the initial assignment and any second assignment resulting therefrom.

ARTICLE XI – Overtime

The provisions of Sections 2, 3, 4, and 6 of this article shall not apply to registered nurses, practical nurses, nurse's aides, mental health workers and food service employees assigned to or working in the Department of Hospitals and the Department of Mental Health, all employees in the BCI and Communications Division in the Sheriff's Department, except for clerical personnel, and employees engaged in engineering, maintenance and repair, inspection, pollution control, and equipment operation and/or the direct supervision thereof in the Sewer District. Such employees shall be compensated for overtime in accordance with the provisions of Article XII.

1. Overtime must be authorized in advance by the appointing authority or those so designated. An employee shall work overtime when so required. However, no employee shall be required to work overtime unless given reasonable notice. What constitutes reasonable notice shall be determined after considering all circumstances of the situation requiring such overtime work. Assignment of overtime shall be on a rotating basis from among those employees having the skills and abilities required for the work, and who volunteer for such assignment, and then from among other such employees on the basis of inverse order of seniority. Effective January 1, 2020, within 24 hours of any use of sick leave, employees will be deemed to be unavailable to work overtime, including volunteering for overtime assignments.
2. Required and authorized actual hours of work in excess of forty (40) hours, up to and including fifty-two (52) hours within any basic five (5) day work week, shall be compensated at the rate of one and one half (1 1/2) times the regular hourly rate of the employee concerned.
3. Required and authorized actual hours of work in excess of fifty-two (52) hours within any basic five (5) day work week shall be compensated at the rate of two (2) times the regular hourly rate of the employee concerned. This provision is inapplicable to any work performed on a regular assigned day of rest, based upon the basic work week as defined in Article IX, Section 2.
4. Required and authorized actual hours of work on a regular assigned day of rest shall be compensated at the rate of one and one half (1 1/2) times the regular hourly rate of the employee concerned.
5. It is agreed and understood that the provisions of Section 2, 3 or 4 shall not be construed under any circumstances as establishing a basis for duplicate, concurrent or overlapping claims of overtime for the same hours of work; for example, claim for overtime on the basis of work on a

day of rest shall not establish an additional claim for overtime, if such work is also in excess of forty (40) hours in the basic work week.

6. a. An employee whose basic work week is thirty-five (35) hours shall be paid a regular hourly rate of pay for any hours worked up to and including five (5) hours in excess of thirty-five (35) hours within any basic five (5) day work week or shall receive compensatory time off for such hours at the option of the employee.
- b. If such an employee works more than forty (40) hours within the employee's basic work week, said employee shall also be compensated at the employee's regular hourly rate for the five (5) hours in excess of thirty-five (35) hours in lieu of compensatory time off and for the hours worked in excess of forty (40) hours within any basic five (5) day work week at the rate as provided for in this Article.
7. Compensatory time off shall be taken at a time satisfactory to the appointing authority and the employee but under no circumstances shall be taken later than the sixth calendar quarter after the calendar quarter in which the overtime work was completed. Any compensatory time not liquidated within the time limit of this section shall be cancelled.
8. Leave with pay shall be included in determining the total number of hours worked in any basic work week.
9. Payment for overtime shall be for the actual number of hours authorized and worked.
10. Call-in Pay

Any employee who is called in and reports for work before or after the employee's regular day of work shall be guaranteed a minimum of three (3) hours of work; except that employees whose basic work week is thirty-five (35) hours shall be compensated at the regular hourly rate when called in for any hours of work up to and including forty (40) hours in any basic work week. Hours of work in excess of forty (40) hours in any basic work week shall be compensated as provided for in this Article. This guarantee shall not apply to work which runs into or immediately follows a normal work day or shift, or to more than one call-in during any eight (8) hour period.

This guarantee shall also apply to a call-in on an employee's day of rest, or on a holiday enumerated in Article XIV Section 3.a when said employee is not scheduled to work.

ARTICLE XII - Overtime for Registered Nurses, Practical Nurses, Nurse's Aides, Mental Health Workers, Food Service Employees, BCI and Some Titles in the Sewer District

The provisions of this article shall apply to registered nurses, practical nurses, nurse's aides, mental health workers and food service employees assigned to or working in the Department of Hospitals and the Department of Mental Health, all employees in the BCI and Communications Division in the Sheriff's Department, except for clerical personnel, and employees engaged in engineering, maintenance and repair, inspection, pollution control, and equipment operation and/or the direct supervision thereof in the Sewer District.

1. Required and authorized hours of work in excess of eight (8) hours on any one day, or in excess of eighty (80) hours but not over ninety-six (96) hours in a basic work period, shall be compensated at the rate of one and one half (1 1/2) times the regular hourly rate of the employee concerned.
2. Required and authorized hours of work in excess of ninety-six (96) hours in any basic work period shall be compensated at the rate of two (2) times the regular hourly rate of the employee concerned.

3. It is agreed and understood that the provisions of Sections 1 and/or 2 shall not be construed under any circumstances as establishing a basis for duplicate, concurrent or overlapping claims of overtime for the same hours of work.

ARTICLE XIII - Stand-By Time

1. Any employee required by the appointing authority to restrict the employee's personal movements so that the employee may be reached and be available to report for a work assignment within thirty (30) minutes on an assigned day of rest, or at any time other than during the employee's regular working hours, shall be considered to be on stand-by time.
2. Any employee on stand-by time shall be paid one (1) hour of the employee's regular hourly rate for up to eight (8) hours of stand-by time on any one (1) day, not to exceed two (2) hours of such compensation on regular days of work or three (3) hours of such compensation on any other day.
3. Stand-by time shall not be included in determining the total number of hours worked in any basic work week.

ARTICLE XIV - Leave with Pay

1. A full-time or part-time employee shall not earn or accrue vacation and/or sick leave credits during any pay period such employee is on leave of absence without pay, or on educational leave with pay, for one-half (1/2) or more of the payroll period of the position as established or subdivided.
2. All leave credits, including personal leave, as provided for in Article XIV Subsection 7.d, accumulated or earned by an employee as of the close of business December 31 of any year, shall be carried over to the employee's credit as of the start of business January 1 of the subsequent year.
3. Holidays
 - a. All legal holidays enumerated herein shall be allowed as days off with pay. The days prescribed by law for the observance of New Year's Day, Martin Luther King Jr.'s Birthday, Lincoln's Birthday, Presidents Day (in lieu of Washington's Birthday), Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Thanksgiving Friday, and Christmas Day shall be observed as legal holidays. When any such holiday falls on a Saturday, employees shall be credited with an extra day of vacation, which shall be recorded as a "Holiday" accrual. When any such holiday falls on a Sunday, the following Monday shall be observed as a holiday.
 - b.
 - 1) Whenever a holiday falls on a day of rest for any employee whose days of rest are other than Saturday and Sunday, that employee shall be credited with an extra day of vacation, which shall be recorded as a "Holiday" accrual.
 - 2) If an employee is required to work on a holiday set forth in 3.a above, in lieu of holiday pay, such employee shall be paid at time and one half the employee's hourly rate of pay for hours worked, and shall receive a credit of an additional vacation day or part thereof, which shall be recorded as a "Holiday" accrual, as appropriate to such employee's normal working hours.
 - 3) Employees who work in positions which are subject to an operating schedule of seven days a week shall celebrate the holidays of Christmas and New Year's Day on the actual calendar day on which the holidays fall.
 - c.
 - 1) Any employee who is scheduled to work on a holiday and who is absent without call on said holiday shall not be paid for said holiday.

2) An employee shall not be allowed to reschedule work days for the purpose of accruing holiday pay or accrual.

d. Nothing contained herein shall be construed as preventing the Employer from granting employees such additional days off with pay from time to time as may be duly authorized by the Employer.

4. Vacation

An annual vacation with pay will be granted to each employee as hereinafter provided.

a. All employees shall accrue vacation credits at the rate of one half (1/2) day per bi-weekly payroll period, except that new County employees shall not accrue vacation credits until they shall have completed six (6) full bi-weekly payroll periods.

b. Additional vacation credits for length of service shall be granted each employee annually on the employee’s anniversary date in accordance with the following schedule; provided however, that no employee shall receive fewer vacation credits for completed years of continuous service than earned or accumulated in 1970.

In computing longevity for vacation credits, an employee’s length of service shall be computed from the date of the employee’s original appointment in County service to any duly established position whether on a permanent, provisional or temporary basis, provided that the employee’s service with the County has been continuous. For the purpose of computing the continuity of service, an authorized leave of absence without pay or a break in service not exceeding one (1) year, followed by reinstatement or rehire into the County service, shall not affect the anniversary day of any employee.

Completed Years of Continuous Service	Additional Vacation Credits	Completed Years of Continuous Service	Additional Vacation Credits
2	1 Working Day	13-15	7 Working Days
3	2 Working Days	16-18	8 Working Days
4-5	3 Working Days	19-20	9 Working Days
6-7	4 Working Days	21-22	10 Working Days
8-9	5 Working Days	23-24	11 Working Days
10-12	6 Working Days	25 and over	12 Working Days

c. The time at which vacation may be drawn by an employee shall be subject to prior approval by the appointing authority. The request of an employee with respect to such time shall be honored by the appointing authority on a timely basis and to the fullest extent possible consistent with the effective conduct of the County’s business and with the relative seniority (as defined in Article XIX.12 of this Agreement effective January 1, 2020) of employees in the department. Normally, vacation will be taken annually and for the total amount of accumulated credits. However, an employee may, with the prior approval of the appointing authority, utilize the vacation credits in such lesser amounts and at such times as may be jointly agreed to by the employee and the employee’s appointing authority. In the event the employee is unable to utilize vacation credits because of the Employer’s decision, the employee shall be secured from the loss of vacation credits.

d. When a holiday enumerated in Section 3a of this article falls on a scheduled day of vacation of an employee, such employee will not be charged a day of vacation for said holiday.

e. No vacation credits may be accumulated beyond a maximum of fifty (50) days (twenty-five (25) days for unit employees hired on or after the date on which this Agreement is approved

by the County Executive following ratification by the County Legislature)[June 6, 2019], except that such total accumulation shall be exclusive of any holiday credits earned in accordance with Article XIV Subsection 3-a, b & c. It shall be the responsibility of the appointing authority to notify the employee when that employee has accumulated vacation credits equal to the maximum less five (5) vacation credit days. Failure to notify an employee individually and in writing regarding the maximum accumulation of vacation credits shall preclude the cancellation of such excess credits. No cancellation shall be made until the employee has been properly notified and ten (10) full bi-weekly payroll periods have elapsed following such notification.

- f. Insofar as practicable, accumulated vacation credits shall be used prior to transfer. If that is not possible, the County agency, department or institution to which an employee is transferred shall credit the employee for all vacation credits accumulated prior to transfer. It shall be the responsibility of the appointing authority releasing the employee to inform the employee and appointing authority gaining the employee by written notification of the amount of accumulated credits, if any, due such employee. When an employee moves to a position with a different basic work schedule (i.e., 35 hour to 40 hour or vice versa), vacation credits will be converted to the new basic work schedule.
- g. In the event of the separation of an employee from County service by transfer, resignation, retirement, layoff or death, accumulated vacation and holiday credits shall be compensated for by cash payment to the employee or to the employee's beneficiary or estate, as the case may be, up to the maximum accumulation permitted. No compensation for accumulated vacation credit shall be paid an employee discharged for cause.

5. Sick Leave

- a. On and after the effective date of this Agreement, an employee shall earn sick leave credits at the rate of one half (1/2) working day per bi-weekly payroll period, to be credited on the last day of each payroll period.
- b. Sick leave shall be authorized in the event of the illness or other physical disability of the employee up to the full extent of accumulated sick leave credits. Included within the term disability is the childbearing stage of pregnancy.
 - 1) The Federal Equal Employment Opportunity Commission recognizes three (3) stages in pregnancy for determining when a pregnant employee is disabled. They are the dormant, childbearing and child rearing stages. Job disability is associated only with the childbearing stage and requires a certification of a duly licensed physician, stating that the employee is unable to continue to perform any of the normal and usual duties and responsibilities of her position. The determination that a job disability no longer exists also requires a certification of a duly licensed physician.
- c. In the event of illness or disability of a member of the employee's immediate family (parent, sibling, spouse, domestic partner as defined by the Rockland County Employee Benefits Department, or child) which circumstance requires the employee's presence, sick leave shall be authorized up to a maximum of fifteen (15) days in any one (1) calendar year or up to the amount of the employee's accumulated credits, whichever is less.
- d. Unused sick leave credits may be accumulated up to a maximum of one hundred eighty (180) working days. Sick leave credits may be used in hour units or any multiple thereof. Notwithstanding the above, all Employees with thirty (30) or more years of service may accumulate unused sick leave credits for a maximum of two hundred (200) working days.

- e. The employee is responsible for notifying the employee's supervisor or the appointing authority each time sick leave is to be taken and the reason therefor. Advance notification shall be given whenever possible, no later than one half (1/2) hour after the employee's normal time for reporting to work. However, in the event that the work of the employee is such that a substitute would be required, the appointing authority may require earlier notification whenever possible but not more than two (2) hours prior to the beginning of the employee's work day.
- f. At the discretion of the appointing authority, such proof of illness or disability may be required as the appointing authority may deem necessary. Upon absences of more than three (3) consecutive working days because of illness or disability, or if a pattern of abuse is apparent, the appointing authority may reasonably require written notification from a qualified medical practitioner (one who has diagnosed/treated/prescribed treatment for the employee's condition) setting forth an illness or other disability which reasonably justifies the employee's inability to perform all essential job functions without restriction on each day of the employee's absence. The appointing authority may also require the employee to be examined at the expense of the Employer by a physician designated by the appointing authority.
- g. Failure to provide proper notification, failure to submit such proof of illness or disability as may be required, unsatisfactory evidence of illness or evidence indicating that the physical condition of the employee was not such as to justify absence from work, or any other abuse of sick leave may be cause for disciplinary action at the discretion of the appointing authority.
- h. The parties to this Agreement recognize and accept the principle that abuse of sick leave cannot be tolerated and further recognize and accept the fact that an employee who has rendered faithful and efficient service should not be unduly penalized for absences due to factors of health not within the employee's control. It is the stated agreement between the parties that they will cooperate to avoid any practice or practices which constitute an abuse of sick leave.
- i. The appointing authority may require employees who have been on sick leave, prior to and as a condition of their return to work, to be examined, at the expense of the Employer, by a physician designated by the appointing authority to establish that the employees are able to perform their normal duties and that their return to work will not jeopardize their own health and safety or the health and safety of other employees.
- j. When an employee is transferred within the County service the employee's accumulated sick leave credits shall be transferred with the employee. The releasing appointing authority is responsible for notifying, in writing, the gaining appointing authority and the employee of the amount of such transferred credits.
- k. Unused accumulated sick leave credits shall not be compensated for in the event of the separation of an employee from County service, except as provided in Section I. Any employee returning to County service in a permanent position within one (1) year of the employee's separation shall be recredited with sick leave credits which were cancelled at the time of the employee's separation from County service.
- l. Notwithstanding the above, all employees who separate from the County with fifteen (15) or more years of service (except those dismissed for cause) shall be compensated for all unused accumulated sick leave days over one hundred and sixty-five (165) at half (1/2) the employee's regular daily rate of pay. All employees who separate from the County with twenty (20) or more years of service (except those dismissed for cause) shall be compensated for all unused sick leave days over one hundred and sixty-five (165) at the employee's regular daily rate of pay. All employees who separate from the County with

thirty (30) or more years of service (except those dismissed for cause) shall be compensated for all unused accumulated sick leave days over one hundred and sixty-five (165) at the employee's regular daily rate of pay.

6. Extended Sick Leave

- a. The Employer may grant an extension of sick leave with pay to any permanent employee who has exhausted all the employee's sick leave, vacation and overtime credits, provided, however that compensation for such extended sick leave be at one half (1/2) the normal salary of such employee and that any such extension not exceed the rate of fifteen (15) working days for each completed year of continuous County service. For the purpose of this section, a leave of absence without pay, except for Military Leave, in excess of three (3) months shall not be included in determining continuous service.
- b. An employee desiring extended sick leave under this provision shall request same in writing through the appointing authority. The appointing authority shall forward any such request to the County Executive or designee together with a recommendation.

7. Personal Leave

Personal leave is leave with pay for personal business, including religious observances, which for compelling reasons require the employee to absent himself/herself from work. Such leave will not be charged against other leave credits. Personal leave credits may not be used in place of or to extend vacation.

- a. On the effective date of this Agreement and on each subsequent anniversary date thereof, each employee shall be credited with four (4) days of personal leave, except as herein otherwise provided.
- b. Employees who enter or re-enter County service after the effective date of this Agreement shall be credited with one (1) day of personal leave for each full quarter remaining in that calendar year, provided, however, that the total personal leave credits of any employee re-entering County service shall not exceed four (4) days in any calendar year.
- c. Personal leave may be drawn only upon written request whenever possible and at a time convenient to and approved in advance by the appointing authority; provided however, that personal leave allowed for religious observance shall be granted on the days and hours required, insofar as the same may be granted without interference with the proper conduct of government functions.
- d. Personal leave credits may be used in hour units or any multiple thereof. Personal leave credits are not cumulative. However, any unused personal leave credits at the end of the calendar year shall be transferred and credited to the employee's accumulated sick leave as provided in Article XIV, Section 5.d. Unused personal leave credits shall not be compensated for in event of the separation of an employee from County service. However, when an employee is transferred within County service, the employee's unused personal leave credits shall be transferred with the employee.

8. Leave for Court and Jury Attendance

- a. On proof of the necessity of jury service or appearance as a witness pursuant to subpoena or other order of a court or body, an employee shall be granted a leave of absence with pay with no charge against leave credits; provided however, that this section shall not apply to any absence by an employee occasioned by such an appearance if the employee is party to an action.

- b. If an employee is called for jury duty during a twenty-four-hour period in which the employee is scheduled to work and the employee is required to serve, that employee will receive the benefit in section a. above. Employees are expected to report to work for those hours in which they are not actually serving on jury duty. This includes periods of "on-call."
- c. Sub-sections a. and b. above shall not apply to Town and Village Justice Courts unless jury duty therein coincides with the employee's scheduled hours of work.

9. Leave for Civil Service Examination

Upon due notice and presentation of an admission slip for the examination to the employee's appointing authority, an employee shall be given leave with pay to take any Rockland County Civil Service examination.

10. Military Leave and Other Leave Required by Law

The appointing authority shall grant any leave of absence with pay required by law.

11. Educational Leave

- a. An employee who is required by the Employer to complete a specific training course or educational program shall be granted a leave of absence with full pay for the duration of such course or program.
- b. The Employer may grant educational leave with pay to an employee upon the request and recommendation of the appointing authority. The rate of pay shall be determined by the Employer, but in no event shall exceed the normal annual salary of the employee. Such leave shall not exceed two (2) years in duration and shall not exceed two (2) years during any five (5) years of County service.

12. Wage Continuation Plan - Work Related

- a. An employee who is determined by the employee's appointing authority to be unable to perform the usual and normal duties of the employee's employment because of occupational injury or disease as defined in the Worker's Compensation Law, and as a result thereof is necessarily absent from work, and files a claim therefore with the Worker's Compensation Board, shall after a waiting period of ten (10) working days be allowed leave from the employee's position with full pay for any period of absence not to exceed sixty-five (65) working days within six (6) months from the date of such disablement as determined by the Worker's Compensation Board. Such leave may be extended in the discretion of the Employer up to an additional sixty-five (65) working days within nine (9) months from the date of the disablement as determined by the Worker's Compensation Board.
- b. Worker's Compensation benefits for wage or salary compensation to which the employee is or may be entitled for any period for which the employee is receiving or has received pay from the Employer under the provision of this section shall be assigned by the Employee to the Employer as reimbursement for wages paid. An employee who receives a check for such compensation benefits from the Worker's Compensation Insurance Company for any period for which the employee is entitled to benefits from the Employer under the provisions of this section shall within five (5) days thereafter convey said check to the Employer after duly endorsing same or shall reimburse the Employer for the amount of said check. Receipt and deposit by an employee of such Worker's Compensation benefits without reimbursement to the Employer as provided for herein shall be deemed to be a waiver by such employee of the benefits provided for in this section, and the Employer may take whatever action it

considers necessary to recover payments it has made to the employee under the provisions of this section.

- c. Before granting leave with pay pursuant to the provisions of this section, the appointing authority may require such proof of the employee's inability to perform the usual and normal duties of the employee's employment as it may deem necessary.
- d. If the employee's claim for benefits under the Worker's Compensation Law is controverted by the Worker's Compensation Insurance Company, the employee shall not be entitled to leave under this section. If final determination of the controverted claim is in favor of the employee, the employee shall be entitled to receive the benefits of this section as if such claim had never been controverted.
- e. Leave under this section may be withheld or terminated if the appointing authority determines that the occupational injury or disease suffered by the employee is of such a nature as to permanently incapacitate the employee from performing the duties of the employee's position.
- f. An employee who receives full pay for any period of leave under this section shall earn vacation, personal and sick leave credits during such period.
- g. Upon request of the employee to resume the employee's employment at or prior to the expiration of the maximum period of allowed leave, the appointing authority may require the employee to undergo medical examination by a physician designated by the appointing authority and at the expense of the Employer before the employee may be permitted to resume the employee's employment, in order to establish that such employee is physically and mentally able to perform the usual and normal duties of the employee's employment without jeopardizing the health and safety of other employees as well as the employee.
- h. In order to enable the appointing authority to make such determinations as are authorized or required under this section, the appointing authority may require an employee at any time to be examined by a physician designated by the appointing authority at the Employer's expense.
- i. This section shall not be construed to require extension of any employment beyond the time at which it would otherwise terminate.
- j. An employee who is receiving benefits under this section may be required, as a condition of the granting or continuing of such benefits, to perform full or part-time duties other than those normally required by the employee's position to the extent that the employee is physically capable of performing such other duties.

13. Bereavement Leave

- a. An employee shall be allowed a maximum of three (3) working days bereavement leave in the event of a death within the employee's immediate family. For the purpose of this Article, immediate family is defined as: spouse, domestic partner as defined by the Rockland County Employee Benefits Department, the employee's parents, grandparents, siblings, children, grandchildren, step-parents, step-children, mother/father-in-law, daughter/son-in-law.
- b. An employee shall be allowed a maximum of one (1) working day bereavement leave in the event of the death of the grandparent of spouse, step-parent of spouse, or brother/sister-in-law.

ARTICLE XV - Leave Without Pay

1. General

The appointing authority, upon the written request of the employee, may grant a leave of absence without pay to such employee not to exceed one (1) year. Such leave must be for a specific period of time; however, the employee and the appointing authority may mutually agree to terminate such leave prior to its expiration.

2. Maternity Leave

A pregnant employee holding a position by permanent appointment, upon written request, shall be granted a leave of absence without pay for any period of time not exceeding six (6) months, which may be extended by the appointing authority, provided that the total leave granted shall not exceed one (1) year.

3. Child Rearing Leave

An employee holding a position by permanent appointment, upon written request which shall be made at least sixty (60) days prior to the commencement of the leave, shall be granted a leave without pay for child rearing purposes for a period of time not to exceed six (6) months. Such leave shall be for the purpose of caring for a newly born or newly adopted infant and may be extended by the appointing authority for an additional six (6) months.

4. Eligible employees shall receive the benefits provided by the Family Medical Leave Act of 1993 (FMLA). Pursuant to Article XIV, Section 6, employees may request extended sick leave.

5. When a permanent County employee accepts a permanent appointment to a position within County service in which the employee is required to serve a probationary term, the position thus vacated by the employee shall not be filled except on a temporary or contingent permanent basis during such probationary term. At any time during the probationary term the employee shall have the right to return to the employee's previous position at the employee's own election.

ARTICLE XVI - Medical, Surgical and Hospitalization Insurance, and Other Benefits

1. The Employer agrees to pay 100% of the premium or cost for the eligible individual employee and dependents, except as modified in Sections 7, 8, and 9 of this Article, for coverage under a core plus medical and psychiatric enhancements as described in the New York State Insurance Plan.

2. At any time, upon ninety (90) days' notice to the President of the Rockland County Unit, CSEA, the Employer may elect to provide the same benefits provided by the core plan with medical and psychiatric enhancements through an insurance company licensed to do business in the State of New York, provided that:

a. The benefits will be the same in all respects;

b. Prescription drug coverage will be the same;

c. Geographic areas of acceptability will be the same;

d. The participating providers shall be provided whenever and wherever possible; it is recognized that the Employer cannot guarantee that each and every participating physician will be identical. The Employer will use its best efforts to provide an equal number of participating physicians in the same medical specialties.

In the event the Employer elects to provide such plan through an insurance company, the Employer (a) will continue to pay 100% of the premium for the individual employee and dependents and (b) such plan will not become effective until at least ninety (90) days after delivery of notice to the President of the Rockland County Unit, CSEA.

Any dispute concerning whether (a) benefits are the same, (b) geographic areas of acceptability are the same or, (c) the number or specialty of participating physicians are sufficient, shall be resolved by expedited, binding arbitration pursuant to the Labor Arbitration Rules of the American Arbitration Association.

3. To the extent available, an HMO option will be offered to employees and dependents at a cost no greater than otherwise provided herein.

4. Notwithstanding anything to the contrary, any issues arising from individual claims by participants are not to be resolved through arbitration. Such issues are to be resolved through the appeals mechanism provided within the Health Benefits Plan.

5. Dental Plan

The Employer agrees to provide individual and family dental benefits to eligible employees. The current individual and family dental plan for eligible employees is through CSEA Employee Benefit Fund Equinox Plan. At any time, upon ninety (90) days' notice to the President of CSEA, the Employer may elect to provide the same dental benefits through a substantially equivalent provider. Any disputes concerning substantially equivalent providers shall be resolved as set forth in Section 2 hereinabove.

6. Vision Plan

The Employer agrees to provide individual and family vision benefits to eligible employees. The Employer agrees to the current premium rates and plan stipulated in the contract between the County of Rockland and CSEA for the EBF Family Platinum 12 Vision Plan, including progressive lenses. At any time, upon ninety (90) days' notice to the President of CSEA, the Employer may elect to provide the same vision benefits through a substantially equivalent provider. Any disputes concerning substantially equivalent providers shall be resolved as set forth in Section 2 hereinabove.

7. The Employer agrees to pay a percentage of health, optical and dental insurance premiums for a part-time employee in the proportion that such part-time employee's position as established or subdivided bears to the basic work week or work period of full-time positions in that title or category, subject to any limitations imposed by the Manual of Procedures for Participating Subdivisions, New York State Government Employees' Health Insurance Program. Further, that this limitation shall apply only to such employees appointed on or after January 1, 1980.

8. Contribution for New Hires:

a. Employees hired between January 1, 1994 and April 8, 1996 shall contribute on a flat fee basis the dollar equivalent of the following percentage of the state net COBRA rate in effect on January 1, 1994 for 130 payments (equivalent to a period of five years) from their eligibility for medical benefits, after which contributions shall not be required.

Family Plan Coverage: 12%
Individual Plan Coverage: 10%

b. Employees hired between April 9, 1996 and December 31, 1997 shall contribute on a flat fee basis the dollar equivalent of the following percentage of the state net COBRA rate in

effect on January 1, 1996 for 260 payments (equivalent to a period of ten years) from their eligibility for medical benefits, after which contributions shall not be required.

Family Plan Coverage: 14%
Individual Plan Coverage: 12%

- c. Employees hired between January 1, 1998 and December 31, 1999 shall contribute on a flat fee basis the dollar equivalent of the following percentage of the state net COBRA rate in effect on January 1, 1998 for 312 payments (equivalent to a period of twelve years) from their eligibility for medical benefits, after which contributions shall not be required.

Family Plan Coverage: 16%
Individual Plan Coverage: 14%

Notwithstanding the above, employees hired on or after January 1, 2000 shall contribute for 390 payments (a period equivalent to 15 years) from their eligibility for medical benefits, after which contributions shall not be required.

- d. All unit members hired by the County after the ratification of the Memorandum of Agreement [September 20, 2012] shall contribute fifteen percent (15%) of the premium in effect each year for the Health Insurance Plans (including but not limited to Medical, Dental and Vision) in which they are enrolled.
9. Effective January 1, 2013, under no circumstances shall the Employer be obligated to pay for coverage for any otherwise eligible person if that person is already enrolled under any other health insurance funded by the Employer. Any person eligible for Employer-provided health coverage as an employee and also as the dependent of another eligible person may be enrolled as an employee or as a dependent, but not as both. In the case of a husband and wife, each of whom is eligible for Employer-provided health coverage, both may enroll under one single family coverage or each may enroll individually. A spouse enrolled as a dependent may thereafter be enrolled in his or her individual or family capacity, without any break in coverage, if that dependent coverage is for any reason terminated.
10. Employees as of December 31, 1993: All full-time unit employees employed by the County and on payroll on December 31, 1993 shall not be required to contribute toward their medical benefits for the duration of their unit employment with the County.
11. Lag for New Hires: Effective January 1, 1994 all new hires shall become eligible for medical benefits after completing three months of service.
12. The County and CSEA agree that any employee enrolled in a County Health Insurance Program shall be eligible for a health insurance buyout for the plan category (individual or family coverage) in which the Employee was enrolled or eligible to enroll. The buyout shall conform to the following:
- a. Effective on January 1, 2009, and thereafter, the health insurance buyout will be offered on an annual basis. The buyout period will be for one calendar year beginning January 1 and ending December 31. An eligible employee may exercise the buyout by submitting an application to the County during an annual open enrollment period designated by the County. The County shall prescribe the application.
- b. Subject to c. below, an "eligible" employee is defined as "(1) any full-time employee currently enrolled or eligible to be enrolled in a County Health Insurance Plan; or (2) any less-than-full-time, but greater than or equal to half-time employees who are currently enrolled in a County Health Insurance Plan for at least twelve (12) months." Part-time and

Relief are eligible for the buyout under the same terms as they may be eligible for Health Insurance under the CSEA Collective Bargaining Agreement.

- c. An otherwise eligible employee must provide to the County proof of alternative health insurance coverage in order to be eligible to participate in the buyout.
- d. Eligible employees electing the buyout will not be eligible to re-enroll in County health insurance coverage until the end of the buyout period. Re-enrollment must be done in the annual open enrollment period.

This paragraph shall not apply to any employee whose alternate health insurance is involuntarily cancelled during the buyout period. Such employees may make application for health insurance with the rules for involuntary loss of coverage. Such an application will be approved in accordance with the provisions of the CSEA Collective Bargaining Agreement.

- e. Employees electing to re-enroll can do so at the rate of contribution determined by the date of hire. The time period during withdrawal from a County health insurance plan will not be credited towards the employee's total contractual obligation for payment of health insurance contributions.
- f. Each employee who exercises the health insurance buyout shall be paid an amount equal to 25% of the County's net cost for the NYSHIP plan available pursuant to this Agreement for the plan category in which the employee was eligible to enroll. "Net cost" shall be defined as the County's actual cost less any contractually mandated employee contributions. However, any period of insurance ineligibility during the buyout period (for example, unpaid leave of absence or disciplinary suspension without pay) will reduce the buyout payment due from the County on a pro rata basis.
- g. Payment shall be made in two equal installments during the week following the end of the second (2nd) and fourth (4th) calendar quarters within the buyout period and will encompass the preceding 6 months of the buyout period during which health insurance was waived.

The buyout plan shall be administered in accordance with such other administrative procedures promulgated by the Insurance Department from time to time.

ARTICLE XVII - Participation in the New York State Retirement System

- 1. The Employer agrees that it will continue the non-contributory retirement plan as contained in Section 75-i of the Retirement and Social Security Law.
- 2. The Employer agrees to continue to adopt the following options provided by the Retirement and Social Security Law if still available.
 - a. Application of unused Sick Leave credits upon retirement. (Section 41-j)
 - b. Service allowances for Military Service in World War II. (Section 41-k)
 - c. Transfer of Service from another system. (Section 43-g)
 - d. Credit for other Military Service as provided in Section 243 (4) of the Military Law.
 - e. Guaranteed ordinary death benefits (Section 60-b)

ARTICLE XVIII - Grievance and Disciplinary Procedure

The Grievance Procedure as contained in Appendix A is hereby adopted and made an integral part of this Agreement.

ARTICLE XIX - Definitions of Terms as Used in This Agreement

1. Anniversary Date - the annual anniversary of an employee's date of first hire in continuous County service; except that employment as a Student employee, Conservation & Service Corps Program Aide, or AmeriCorps employee shall not be included in such computation or determination. This provision shall not apply to any employee in the appropriate negotiating unit as of December 31, 1974.
2. Continuous Service - continuous employment from the date of first hire in County service where there has been no break of service in excess of one (1) year, except authorized leave of absence; except that employment as a Student employee, Conservation & Service Corps Program Aide, or AmeriCorps employee shall not be included in such computation or determination. This provision shall not apply to any employee in the appropriate negotiating unit as of December 31, 1974.
3. Day of Rest - either one (1) of two (2) scheduled consecutive twenty-four (24) hour periods during which the employee is not regularly required to work.
4. Employee - one whose position or job has been determined to be within the negotiating unit.
 - a. A part-time employee is one whose work is less than the basic work week for the class of position in the department, institution, office or agency concerned.
5. Grievance - any alleged violation, misinterpretation, or inequitable application of this Agreement.
6. Leave - authorized absence of an employee from the employee's work during the employee's normal working hours.
7. Promotion - Effective January 1, 2020, promotion is movement from a lower-level position to a higher-level different position such that there is an increase in complexity and/or level of responsibility of the duties; there is an increase in the knowledge, skills, and abilities needed to perform the job; and higher-level education and/or experience are required.
8. Representative - A duly authorized CSEA representative appointed by the Unit President to act on behalf of an employee or employees in the processing of a grievance or grievances, who must be made available as soon as possible upon the request of the employee(s).
9. Unclassified, classified, exempt, competitive, non-competitive, labor, permanent, provisional, temporary, transfer, demotion and reclassification - Are used and defined as they are used and defined in the New York State Civil Service Law and the Rockland County Civil Service Rules.
10. Appointing Authority - a public officer having the power to appoint or employ all subordinates and employees in the appointing authority's respective office, agency or department.
11. Emergency - events or circumstances beyond the control of the Employer such as an Act of God, riot, flood, civil disorder or any other similar act.
12. Seniority - length of continuous service (as herein defined) for the purpose of determining selection of employees for overtime work or work at hours other than the regular working hours among those employees determined by the appointing authority to have the skills and abilities for the work to be performed.

ARTICLE XX - General Provisions

1. Bulletin Boards

- a. A bulletin board, or a reasonable portion of existing bulletin boards, will be made available for employees and the Union's use whenever it is possible and practical to do so. Bulletin boards which serve the general public shall not be used by an employee or the Union.
- b. Designation of a bulletin board for use by an employee or the Union shall be made by the appointing authority concerned.
- c. Any bulletin board so designated shall not be used for personal business or political activity. Any material posted must be dated and removed after thirty (30) days. The Union assumes responsibility for maintaining designated bulletin boards in a neat and orderly manner. However, the Employer reserves the right to remove any material which, in its judgment, does not conform to the requirements of this section.

2. Working Environment

- a. The Employer agrees to maintain a working environment that reasonably serves the comfort, wellbeing and safety of its employees. Wherever practical and possible within the physical limitation imposed by a location, the Employer will endeavor to maintain adequate rest area facilities.
- b. Where the appointing authority, or the appointing authority's designee, considers the working environment to be unreasonable at a particular location because of unusual or abnormal conditions, and where affected employees are not reassigned to other locations, such affected employees may be relieved of their normal duties during the continuation of such conditions. Such leave with pay shall not be charged against any other leave credits.
- c. An employee who is given an order by the employee's supervisor is required to obey that order even if the employee believes that order is in violation of this Agreement or beyond the authority of the supervisor, provided however, that the employee will not be guilty of insubordination in disobeying such order, if in fact, compliance with the order will expose the employee to a substantial and imminent threat to the employee's health or safety and if the employee brings that fact to the attention of the supervisor at the time the order is disobeyed.

3. Uniforms

- a. The Employer shall furnish uniforms to the following groups of employees:
 - 1) Maintenance personnel
 - 2) Rockland County Sewer District #1 Operating Employees
 - 3) Field Service personnel
 - 4) Security personnel
 - 5) Food Service personnel
 - 6) Nurses - up to three uniforms (including up to two pairs of shoes) per year, as required
 - 7) Nurse's Aides
 - 8) Practical Nurses
- b. Uniforms must be worn unless excused for medical reasons.

4. Mileage Allowance

The mileage allowance in lieu of actual and necessary expenses whenever use of personal vehicles on County business is authorized by the Employer shall be that allowed by the Internal Revenue Service either by rule, regulation or code.

5. Printing and Distribution of the Agreement

The Union, at its own cost, shall be responsible for reproducing the negotiated contract for the purpose of distribution to all employees in the negotiating unit.

6. Time Records

Daily time records showing actual time worked by an employee, and all leave credits earned, accumulated and taken shall be maintained by each appointing authority on a form approved by the Department of Personnel. In any location(s) where leave information is not provided on the employee paycheck stub, the employee shall be provided a summary of all expended, earned and accumulated leave credits as of the end of each calendar quarter.

7. Rest Period

Employees shall be entitled to one (1) fifteen (15) minute rest period during each three and one half (3 ½) or four (4) hours actually worked, respectively, for a thirty-five (35) hour week and a forty (40) hour week during the regular work day.

8. Meals/Meal Allowance

- a. Effective January 1, 2005 employees shall be given a meal allowance of \$8.00 after each four (4) consecutive hours of overtime work.
- b. Meals shall be furnished to Registered Nurses and Mental Health Aides employed at the in-patient unit of the Department of Mental Health when such employees are required, as part of their duties, to eat with patients.
- c. Nurses at the Jail shall be furnished with meals.

9. Communications

All written communications from the Union to the Employer shall be addressed to:

County Attorney
County of Rockland
11 New Hempstead Road
New City, New York 10956

All written communications from the Employer to the Union shall be addressed to:

President
Rockland County Unit, C.S.E.A
P.O. Box 586
Pomona, NY 10970

unless otherwise notified in writing by the Union.

10. Emergency Declaration

If as a result of an emergency declared by the County Executive, County agencies are closed, employees required to work on such days shall receive compensatory time off or have an equivalent amount of time added to their vacations, at the option of the employee concerned.

11. Reclassification

The Union shall be notified of any position reclassification. However, it is agreed and understood that the matter of reclassification shall not be considered the proper subject of a grievance to be processed through the grievance procedure of this Agreement; that appeals on such matters shall be through procedures established by law or rules and regulations having the force and effect of law.

12. The County may post job opportunity notices on its website prior to filling positions in the non-competitive and labor classes.

13. Clean-Up Period

A period of clean-up time shall be granted to all employees engaged in laboring, maintenance, construction or outdoor work.

14. Paychecks

The County will make every effort to issue paychecks on the Thursday before payday (after 3:00 p.m.) to employees who are off on Friday as a day of rest and to employees who are scheduled to work evening and night shifts.

15. The Employer shall apprise all employees of their rights and benefits in writing and shall explain how and where to enroll for each benefit. At the County Personnel Office, the Employer shall make available for inspection by the President of Rockland County Unit CSEA, Inc., or the President's designee, the names and location of every new employee.

16. Tuition Reimbursement Benefit

In recognition of the desire of the County to provide for the advancement and improvement in the abilities and skills of its employees, a tuition reimbursement program is established as follows:

a. Tuition Reimbursement Benefit:

Each qualifying employee shall be eligible to receive reimbursement of college tuition fees up to the maximum of six hundred dollars (\$600.00) up to three (3) trimesters in any one calendar year.

b. Qualifying College Course:

1) Courses taken at an accredited institution of higher learning which clearly improve present job skills and/or would provide the employee with knowledge or skills necessary for another position within the bargaining unit are eligible. This shall also include courses offered by other institutions certified or licensed by the New York State Department of Education that similarly improve job related skills, e.g., courses offered by BOCES that improve or add skills relevant to current occupation or for promotions within a field of promotion.

- 2) Applicants wishing pre-approval of the courses that they intend to take must submit catalogue description of same to the County Department of Personnel at least three (3) weeks before the commencement of classes.
- 3) The County retains the ultimate right to determine whether or not specific courses meet eligibility requirements.

c. Payment Reimbursement:

- 1) Payment reimbursement will be made subsequent to submission of official transcripts to the County Department of Personnel showing successful course completion(s).
- 2) Applications for reimbursement must be submitted within six (6) months of course completion.

17. Personnel Files

- a. An employee shall have an opportunity to review the employee's personnel file, maintained at the employee's place of employment, in the presence of the appointing authority or the appointing authority's designee upon five (5) days' notice and to place in such file a written response of reasonable length to anything contained therein which such employee deems to be adverse.

Notwithstanding any of the above, pre-employment material shall be privileged and not be made available to such employee.

- b. Letters, memoranda and evaluations alleging incompetence or misconduct shall not be placed in an employee's personnel file until the employee has been given a copy of such material. The employee must sign, acknowledging receipt of such material, and such receipt will also be placed in the file. It is understood and agreed that signature by the employee does not signify agreement with such material. Should the employee refuse to sign it, it shall be so noted on the material, which shall be deemed to comply with the requirements of this section.
- c. Adverse material or information dealing with relatively minor acts of misconduct or incompetence (for example: tardiness) shall be removed from the personnel file six (6) months after the date of the occurrence, unless such misconduct or incompetence is repetitive and is not responsive to supervisory warnings.
- d. Adverse material or information dealing with relatively serious acts or incidence of misconduct or incompetence shall be removed from the personnel file three (3) years after the date of occurrence. For example: insubordination or dereliction of duty.

Except that the following shall not be removed from the personnel file:

- 1) Determination of guilt as a result of disciplinary proceedings;
- 2) Letters of Reprimand as provided by Article V, Section 2.h. However, such Letters of Reprimand shall be removed from the personnel file after five (5) years from the date of occurrence.
- 3) Performance or other evaluations.

18. Travel Time

- a. Effective January 1, 2000, for mandated training and/or County business conducted outside Rockland County, which by virtue of its schedule or location requires automobile travel outside their normal hours of work, unit employees may be compensated for any travel time that exceeds their normal hours of work.
- b. Time shall be calculated at the rate of one hour per 60 miles based on the mileage chart in Appendix D, which may be amended to include additional locations. The mileage shall be measured from the employee's normal work site to the temporary work/training location.
- c. Voluntary training will not be covered by this provision.
- d. Compensation shall be in conformance with Article XI of this Agreement.

19. Release Time

Any unit member who shall become a CSEA Association Officer shall be released from his/her County duties for one year at a time, up to a maximum of ten years, while he/she is performing union duties or activities. For any release time used as a CSEA Association Officer, CSEA agrees to reimburse the County on a monthly basis for the County's actual cost of gross salary, health insurance benefits, dental insurance benefits, optical insurance benefits, and retirement benefits paid by the County to the Employee or on behalf of the Employee. The parties agree that during any release-time period the unit member will not accrue any leave credits nor be eligible for any leave with pay pursuant to Article XIV of this Agreement. This paragraph shall be effective retroactive to January 1, 2008.

ARTICLE XXI - Reduction in Force

1. As of September 20, 2012, during the term of this Agreement no person in this bargaining unit shall be terminated or laid off due to budgetary reasons. This provision will terminate on December 31, 2013.
2. Any reduction in work force affecting non-competitive and labor class employees shall be in the inverse order of seniority among those employees affected in accordance with the following:
 - a. Seniority
 - 1) Seniority for the purposes of this Article shall start on the date of the employee's original appointment on a permanent basis in County service, subject to the provisions of Sections 85 and 86 of the Civil Service Law, except that an appointment to an encumbered established position on a technically temporary basis shall be considered permanent for the purposes of this Article.
 - 2) A break in service of more than one (1) year shall constitute a break in seniority.
 - b. Bumping
 - 1) A displaced non-competitive or labor class employee may bump an employee in the same title countywide who has less seniority as defined in Section 1.a above.
 - 2) Any employee who has bumping rights as set forth in Section 1.a above shall have the right to exercise such right or accept layoff.

- 3) The least senior employee or employees who remain unplaced after the exercise of bumping rights in the case of a reduction in force shall be laid off, unless such employee or employees are eligible for retreat rights as detailed below.
- 4) Employees who are laid off through bumping shall be eligible for recall.

c. Retreat

- 1) A permanent employee displaced by a reduction in force, as provided in this Article, may retreat within the same Department to a position in a title in the same or a lower grade in which said employee last served on permanent basis immediately prior to service in the title from which displaced, provided that such position is authorized and vacant, or encumbered by an employee with less seniority.
- 2) The least senior employee who remains unplaced after retreat rights have been exercised shall be laid off.

ARTICLE XXII – Recall

1. a. Non-competitive or labor class employees who are laid off under the bumping provisions of Article XXI shall be eligible for recall in the title from which bumped.
- b. Recall rights shall be for eighteen (18) months from the date of layoff. Individuals shall be recalled on the basis of seniority as defined in Article XXI and provided such individual can meet the qualifications and perform the duties of the job without a trial.
2. a. Non-competitive and labor class employees who have exercised retreat rights under the provisions of Article XXI shall be eligible for recall to the original title within the same department from which said employee retreated.
3. The Employer shall notify an employee being recalled of the vacancy to be filled by certified mail return receipt requested at the employee's last known address. Unless the Employer receives from such employee being recalled, an acceptance in writing within seven (7) business days of the date of mailing of the recall notice, such employee shall no longer be eligible for recall.

ARTICLE XXIII – Effective Date and Duration of this Agreement

This Agreement shall become effective on August 1, 2016 and expire on December 31, 2021.

ARTICLE XXIV – Necessity for Approval by the Appropriate Legislative Body


IN ACCORDANCE WITH SECTION 204-a OF THE CIVIL SERVICE LAW, "IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

ARTICLE XXV – Drug and Alcohol Testing Policy

Effective with the legislative ratification of this Agreement [June 4, 2019], the parties hereby adopt the attached Drug and Alcohol Testing Policy and Procedure for Certain Employees in the Rockland County Sheriff's Department. Said policy and procedure shall be attached as an Appendix [Appendix E] to the collective bargaining agreement and shall apply to all employees in all CSEA titles employed in the Rockland County Sheriff's Department who wear a Sheriff's patch and/or uniform in the performance of their duties in their official capacity, including but not limited to such titles as Security Aide, Radio Operator, and Nurse.

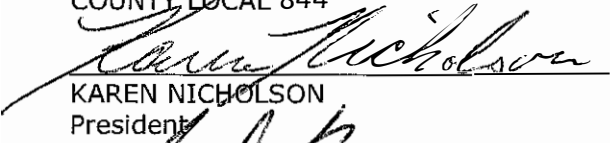
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers, and their corporate seals to be hereunto affixed this day of March 16 ~~2019.~~ 2020.

COUNTY OF ROCKLAND:

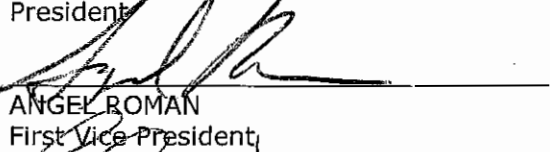


EDWIN J. DAY
County Executive

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL/CIO FOR THE
ROCKLAND COUNTY UNIT OF ROCKLAND
COUNTY, LOCAL 844



KAREN NICHOLSON
President



ANGEL ROMAN
First Vice President

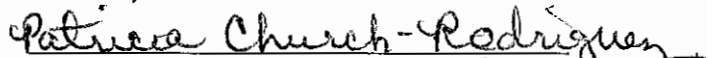


L. SPARBER
Labor Relations Specialist


ATTEST:




LAURENCE O. TOOLE
Clerk to the Legislature




Patricia Church-Rodriguez



Mary Russo-Braun



Ann Jacobson



Sonny Reyes

**ARTICLE XVIII - APPENDIX A
GRIEVANCE AND DISCIPLINARY PROCEDURE**

It is understood and agreed that all references to an "employee" shall mean that the "employee or the Union" shall have a right to file a grievance.

A. BASIC STANDARDS AND PRINCIPLES

1. Every employee (within the scope of this Agreement) shall have the right to present the employee's grievance in accordance with the procedures prescribed herein, with a duly authorized CSEA representative appointed by the Unit President to act on behalf of an employee or employees in the processing of a grievance or grievances, who must be made available as soon as possible upon the request of the employee(s), with or without a representative of the employee's own choosing, free from interference, coercion, restraint, discrimination, or reprisal.
2. It is a fundamental responsibility of supervisors at all levels, commensurate with the authority delegated to them by their superiors, to promptly consider and take appropriate action upon grievances presented to them by employees under their supervision. To such extent as is practicable, appropriate authority shall be delegated to such supervisors to enable them to carry out the purposes of this Agreement.
3. The appointing authority of each County department, office, institution, or agency shall be responsible for carrying out the provisions of this Agreement with respect to grievances in their department, office, institution or agency.
4. Grievances involving more than one (1) employee under one (1) appointing authority (group grievances) shall be referred to the lowest supervisory level common to all of the aggrieved. Such employees, if they so desire, shall have the right to be represented by a duly authorized CSEA representative appointed by the Unit President to act on behalf of an employee or employees in the processing of a grievance or grievances, who must be made available as soon as possible upon the request of the employee(s).
5. The informal resolution of differences prior to initiation of action under the formal grievance procedure is encouraged and shall be the rule rather than the exception.

B. APPLICATION

1. The provisions of this procedure only apply to matters which are not reviewable under administrative procedures established by law or pursuant to rules having the force and effect of law. Consequently, such items which include but are not necessarily limited to dismissals, demotions, suspensions, position classifications, out-of-title determinations, Civil Service examination and ratings thereof are not subject to review under this procedure.
2. Effective October 9, 2018, notwithstanding anything to the contrary, there shall be no right to arbitration to adjudicate any grievance with respect to unlawful discriminatory practices of sexual harassment, provided same is in accordance with law.

C. CONSIDERATION OF GRIEVANCES

1. Employees, supervisors and appointing authorities are expected to exhaust every administrative device to amicably settle all differences of opinion. An employee must initiate action under this procedure within sixty (60) calendar days after the occurrence of the alleged grievance.

2. In the interest of uniform procedure and to expedite handling, an employee shall present the employee's problem or grievance through regular supervisory channels in the following order:

a. The First Stage - The Immediate Supervisor

The employee shall first request an interview with the employee's immediate supervisor. The immediate supervisor shall within five (5) business days hold an informal discussion with the employee. To the extent the immediate supervisor's authority permits, the immediate supervisor shall make every attempt to arrive at an amicable settlement of the grievance. In any event a written determination shall be made and given to the employee within five (5) business days after the informal discussion. If the supervisor is unable to resolve the grievance to the employee's satisfaction or if the matter is beyond the authority of the immediate supervisor, the immediate supervisor shall advise the employee to submit the employee's grievance in writing in accordance with the provisions of Section (b) herein. The grievance statement shall be as brief as practicable and constitute a statement of fact as defined in Section H.

b. The Second Stage - The Unit, Section or Division Head

If a grievance is not satisfactorily settled at the first stage, the employee may within seven (7) business days of notice from the employee's immediate supervisor request a review by presenting said grievance in written form as a statement of fact to the unit, section or division head. The unit, section or division head shall meet with the employee and the employee's representative, if any, within seven (7) business days after receipt of the grievance. The review shall be informal, and every attempt shall be made to reach an amicable settlement. In any event, the unit, section, or division head shall within seven (7) business days of the informal hearing give a determination in writing to the employee with copies to the department head and the employee's immediate supervisor.

c. The Third Stage - The Appointing Authority

If a grievance is not satisfactorily settled at a lower stage, the employee may within seven (7) business days of the date of the notice of the determination at the second stage request a review by the appointing authority or a member of the appointing authority's staff designated by the appointing authority to act in the appointing authority's behalf. However, the person so designated by the appointing authority shall not have been involved in the first or second stage of the grievance. An agreed upon statement of fact may be submitted jointly by the employee and the employee's supervisor, or each shall submit separate statements. The appointing authority or the appointing authority's designated staff member shall meet with the employee and the employee's representative, if any, within seven (7) business days after receipt of the grievance. The review shall be informal, except that a written record must be maintained of the review. Such record shall constitute an adequate summary of the review and need not be a verbatim transcript.

In any event, the appointing authority shall within seven (7) business days of review give a determination in writing to the employee together with a copy of the written record of the review.

d. Final Determination by Binding Arbitration

Upon failure to resolve the employee's grievance satisfactorily at the department, office, agency or institution level, the Union must, within fifteen (15) days of notice of the appointing authority's determination, notify the Commissioner of Personnel, in writing, of its intention to submit such grievance to final and binding arbitration. The time limit for such notice may be extended upon written mutual agreement between the parties. Upon receipt

of such notice, the parties shall cooperate in the appointment of an arbitrator and in the submission of the grievance to the arbitrator in accordance with the arbitration procedure set forth below.

D. ARBITRATION:

1. Grievances as described herein and disciplinary proceedings as described in Article V.2. of this Agreement shall be finally determined by an arbitrator in accordance with the provisions of this article of the contract.
2. The arbitrator shall be chosen from a list agreed upon in January of each year by the parties through their respective counsel or duly authorized representatives.
3. The fees and expenses of the arbitrator shall be shared equally between the Employer and the union.
4. It is not the intention of the parties that a transcript of the hearing and proceedings before the arbitrator be routinely made. If, however, either the Employer or the union shall elect to have a transcript made, there shall be no objection to the making of the transcript, provided the cost thereof is borne by the party who requests the same and such party shall supply a copy of the transcript to the arbitrator and to the other party without charge.
5. The arbitrator is empowered to receive, investigate, adjust, and adjudicate grievances submitted to it in accordance with the procedure set forth herein and render determinations of guilt or innocence and the appropriateness of proposed penalties in any disciplinary proceeding submitted to the arbitrator.
6. The Employer shall provide a place for the arbitration hearing on County property.
7. The arbitrator shall conduct a hearing, take testimony of the parties and their witnesses and receive documents and other papers submitted as deemed relevant and appropriate by the arbitrator, and summon any and all persons considered necessary to the equitable adjustment of the grievance or disciplinary proceeding.
8. The arbitrator shall neither add to, detract from, nor modify the language of this Agreement in arriving at the determination of any issue presented for determination.
9. The arbitrator shall not be bound by the formal rules of evidence.
10. In disciplinary proceedings, the employee's entire record of employment may be considered with respect to the appropriateness of the penalty to be imposed, if any.
11. In disciplinary arbitrations, the arbitrator shall have authority to determine whether there was just cause for the discipline and if the arbitrator determines that just cause exists, then the arbitrator shall determine an appropriate remedy.
12. All hearings before the arbitrator, as well as all discussions between an employee and the employee's supervisor or appointing authority shall, insofar as practicable, be conducted during working hours, subject to departmental needs and requirements.
13. The arbitrator's decision after a hearing held in accordance with the procedure set forth herein shall be final and binding upon the parties.

E. TIME OF HEARING

All hearings, as well as all discussions between an employee and the employee's supervisor or appointing authority, shall insofar as practicable be conducted during working hours. Employees whose attendance is required shall be allowed such time off from their regular duties as may be necessary and reasonable for hearings.

F. TIME LIMITS

Failure to comply with the time limits established for any stage of the procedure shall be deemed a withdrawal of the grievance if on the part of an employee and a determination resolved against the employee; if on the part of the immediate supervisor, unit, section or division head, or appointing authority, the employee shall then be entitled to appeal to the next stage of the grievance procedure. Time limits may be extended by mutual consent for a period not to exceed ten (10) business days.

G. LEVELS OF SUPERVISION

The fact that this procedure provides for three (3) stages for the resolution of a grievance before submission of a grievance to arbitration shall not bar orderly processing of a grievance in departments or offices where only one (1) or two (2) levels of supervision exist. Where there are fewer than three (3) distinct levels of supervision, including that of the appointing authority, then for the purposes of this procedure, a grievance shall be considered to have been properly processed when a written determination on the disposition of the grievance is given to the employee by the appointing authority. The minimum time limits shall be those established for the first and third, or third stages, respectively, as may be applicable.

H. DEFINITIONS

APPEAL is the process or procedure by which an employee presents a grievance on which the employee has received a written determination from the appointing authority with which the employee is not satisfied.

COUNTY means the County of Rockland.

EMPLOYEE means any person in the negotiating unit directly employed and compensated by the County of Rockland.

IMMEDIATE SUPERVISOR means the employee or officer on the next higher level of authority in the department, institution, office or agency wherein the grievance exists and who normally assigns and reviews the employee's work, approves the employee's time record or evaluates the employee's work performance by or with the designation of the appointing authority.

REPRESENTATIVE means a duly authorized CSEA representative appointed by the Unit President to act on behalf of an employee or employees in the processing of a grievance or grievances, who must be made available as soon as possible upon the request of the employee(s).

STAGE means a step of the procedure involving contact between the employee and a representative of management as a result of which a decision on the grievance is made. A stage is considered to have been completed when a written determination is given to the aggrieved employee.

STATEMENT OF FACT means a written summary of the alleged grievance and shall be in the following form:

1. The name, home address, title and work location of the aggrieved;
2. The name, title and location of the appointing authority;
3. A recital of the circumstances or conditions alleged to constitute the grievance;
4. The specific remedy or relief sought;
5. A summary of actions taken and of determinations made at previous stages with respect to said grievance.

UNIT, SECTION OR DIVISION HEAD means the employee or officer on a higher level of authority in direct line next above the immediate supervisor and below the level of the appointing authority, unless otherwise designated by the appointing authority.

ARTICLE VIII, APPENDIX B - PART A
SALARY PLAN
PROVISIONS FOR THE ADMINISTRATION
OF THE ROCKLAND COUNTY SALARY PLAN

1. Purpose

The purpose of the Rockland County Salary Plan is to provide the County with a uniform and equitable system for payment for services of its employees by:

- a. establishing salary ranges for the several classes of positions in consideration of their relative difficulty and responsibility, and
- b. establishing uniform rules for the assignment and administration of salaries.

Its further purpose is to provide the Employer with an aid from which it can make decisions concerning fiscal problems and to provide all appointing officers with assistance in preparing budgetary requests for personnel services and in making appointments, transfers, promotions and other personnel transactions.

2. Coverage

This salary plan covers all employees of Rockland County who are in the recognized negotiating unit represented by the Union.

3. Administration

The adoption of a salary grade schedule and salary rules and of any additions, deletions or modifications thereto shall be upon Resolution of the County Legislature.

The Commissioner of Personnel shall be responsible, in the reviewing of personnel transactions, to monitor the payment of salaries for compliance with the plan; and the Commissioner shall further be responsible for the administration and continual review of the plan and for recommending any changes therein to the Employer.

4. General

Payment Within Salary Range. No employee shall be paid less than the starting salary of the grade to which the employee's position has been duly allocated, and no employee shall be paid more than the normal maximum of the employee's salary grade unless:

- a. the employee has been duly awarded one (1) or more longevity increments, or
- b. the employee's salary at the time the position was allocated or re-allocated to a salary grade was already in excess thereof;
- c. the employee has been awarded an additional increment or increments mandated by State or Federal Policy.

5. Rate of Pay

- a. All rates of pay prescribed in the salary grade plan are for full time employment in a position duly established by the Employer.

- b. Temporary or seasonal employees not occupying a duly established position shall be paid on an hourly basis and only for hours actually worked in accordance with the appropriate hourly rate for the position in the department, institution, agency or office concerned.

6. Allocation of Positions to Salary Grades

- a. Existing Position Titles. The allocation of the existing position titles to the salary grades is as determined by the salary grade allocation list which is an integral part of this Agreement. Any reallocation of one (1) or more classes of positions among salary grades because of changing labor market or employment conditions shall be by resolution of the County Legislature after review of the recommendations submitted by the Commissioner of Personnel or by the Reallocation Appeals Board.
- b. New Position Titles. After a position has been duly classified or reclassified by the Department of Personnel and such action results in a new position title, the Employer, upon establishing the position, shall review the Commissioner of Personnel's allocation recommendation and allocate the position to an appropriate salary grade.
- c. Subsequent Reallocation Upward. When a position title is reallocated to a higher salary grade, the salary of all employees occupying such positions shall be established at the same increment steps of the new grade as they were on their previous grade.
- d. Subsequent Reallocation Downward. When a position title is reallocated to a lower salary grade, the salaries of all employees occupying such positions shall remain unchanged; however, such employees shall thereafter earn increments only in the lower salary grade.
- e. Eligibility for Increment Increases Upon Reallocation. Reallocation of a position from one salary grade to another shall not affect an employee's eligibility for an annual or longevity increment under Section 11.

7. Reclassification of Positions

- a. Resulting in Higher Title. When an individual position has been reclassified to a title allocated to a higher salary grade, an employee permanently appointed to such position shall continue to be paid in accordance with the original salary grade unless such employee is appointed to the reclassified title. In such case Section 9 becomes effective.
- b. Resulting in Lower Title. When a position has been reclassified to a title allocated to a lower salary grade, the salary of any employee occupying the position shall remain unchanged and such employee shall thereafter be eligible to earn increments only in the lower salary grade.
- c.
 - 1) This provision applies when an individual employee or the employee jointly with the Union initiates a request for reclassification and submits such request to the Department of Personnel in the approved manner.
 - 2) The Commissioner of Personnel will give reasonable notice after receipt of any application for a change in classification to the appointing authority and to the employees affected thereby. Any employees desiring to submit facts orally or in writing in connection with the reclassification of any position shall be afforded a reasonable opportunity to do so.
 - 3) This provision shall not apply to reclassifications submitted as part of departmental budget submissions, department reorganizations or any other changes in operations required by law, programs or policies or departmental initiatives.

- 4) Within the limit set forth above, when an individual employee or the employee jointly with the Union initiates a request for reclassification and submits such request to the Department of Personnel in the approved manner the following is agreed to:
- (a) Should the reclassification not be completed within three (3) months, at the request of the employee(s) or the employee(s) jointly with the Union the Commissioner of Personnel shall provide a written report within two (2) weeks as to the status of the pending reclassification request, together with a proposed timetable for completion.
 - (b) If the Commissioner of Personnel confirms the existing classification or reclassifies to a title in the same or lower salary grade, the balance of this provision is not applicable.
 - (c) If the Commissioner of Personnel approves reclassification to a title allocated to a higher salary grade, concurrent with its classification action the Commissioner of Personnel shall direct the appointing authority to cease and desist using or assigning the employee to any duties and responsibilities other than those of the position to which such employee was originally appointed and shall concurrently notify the employee(s) who submitted such request and the Union.
 - (d) Should the appointing authority continue to assign duties and responsibilities other than those of the position to which the employee was originally appointed for more than sixty (60) days after the date of the cease and desist letter, such employee or the employee with the Union shall have a right to file a grievance to obtain a money remedy of one (1) increment increase in salary or the starting salary of the higher position title, whichever is greater. Such right to file a grievance shall not extend beyond four (4) months from the date of the cease and desist letter signed by the Commissioner of Personnel.
 - (e) If a grievance is properly filed and sustained, the money remedy described in subsection 4 (d) above shall be retroactive to no earlier than sixty (60) days prior to the date of the cease and desist letter.

8. Appointments Above Starting Salary

- a. Specific Appointments. The Employer may from time to time authorize specific appointments at an increment step above the starting salary of the grade if the position has been deemed by the Commissioner of Personnel as being impossible to staff at only the starting salary. Appointment to increment levels beyond the starting salary shall be based on training and/or experience factors in accordance with standards established by the Department of Personnel.
- b. Designated Position Titles. Where persistent shortages of qualified personnel exist or where it is deemed advantageous to the County to attract and to hold employees with special training or experience the Employer may, upon recommendation of the Department of Personnel, designate certain positions which may be filled and in which incumbents may be paid at increments above starting salary in accordance with standards established by the Department of Personnel which reflect training and/or experience above the minimum required for the position.
- c. In the event that an appointment to a position is made at an increment step above starting salary as provided above, all incumbents in the same position title who meet the experience standards shall be awarded increment increases to bring them in line with such appointee

provided, however, no salary shall exceed the normal maximum of the salary grade for that position.

9. Reappointments, Promotions and Demotions

- a. General. No employee of the County shall suffer a loss in pay by accepting a subsequent appointment in the County service to a position which is allocated to a salary grade no lower than the employee's present one. Consequently, any such appointee shall be paid the starting salary of the position or the employee's current salary, whichever is greater.
- b. Promotions. Effective January 1, 2020, upon promotion from a lower-level title to a higher-level title in accordance with the definition of promotion provided in Article XIX.7, the County employee shall receive one increment increase in salary or the starting salary of the higher position, whichever is greater.
- c. Reappointment to a Position allocated to a Lower Salary Grade. Any employee laid off after January 1, 1992 who is not the subject of any disciplinary proceeding and who is rehired and appointed to position with a lower salary grade than the position from which they were laid off, shall be paid at the rate for their new salary grade which is closest to but which shall not exceed the rate which they had previously received.
- d. Return to Original Position from Other Assignments. An employee who returns to the employee's original position after completing another assignment, whether such be a temporary assignment or provisional promotion, shall be paid the employee's last salary in the employee's original position increased by annual or longevity increments or general increases the employee would have been eligible for had the employee remained in such original position.
- e. Effective September 20, 2013, an employee temporarily required or assigned to work in a duly established position allocated to a higher salary grade shall, from the day of assignment, be paid the minimum salary authorized for such duly established position or one (1) increment above said employee's present salary, whichever is greater; provided however, that it is agreed and understood that such payment shall not constitute a grievance requiring the filling of such duly established position.

The intent is to restrict the use of 9.e above to cases of individuals assigned to work in established, encumbered positions when the incumbent is absent from work for an extended period of time.

The parties agree to execute a side letter memorializing that the intent of the second paragraph of 9e is not to deprive employees who receive directives from their supervisor to perform out of title work from receipt of the pay set forth in the first paragraph of 9e.

10. Transfers and Reinstatements

- a. Transfers Within County Service. If an employee is transferred within the County Service, the employee shall continue to be paid the same salary.
- b. Transfers into County Service. If an employee is transferred into the County Service, the employee shall normally be paid at the starting salary in the grade of the position to which the employee is transferred. However, if this salary is below that which the employee is being paid in the position from which transferred, the employee may, upon recommendation of the Department of Personnel and specific authorization of the Employer, be paid up to the third increment step of the grade, due regard being given to the employee's total public service in the title in which transferred.

- c. Reinstatement from Former County Service. A reinstated County employee shall be paid at the increment level of the salary grade of the position to which reinstated which is nearest that of the employee's former salary in the County position from which reinstated, provided however, no such employee shall be deprived of the effect of any general wage increases or subsequent grade reallocation upward. For purposes of salary administration, any former County employee who has been rehired in the same or equivalent position title within one (1) year from the termination of the previous employment shall be paid as a reinstated County employee.
 - 1) A County employee rehired within one (1) year of termination in a position allocated to a lower salary grade than the position from which terminated shall be paid at the same increment level as the employee was paid in the former position. e.g., former position allocated to Grade 10 at Step C - rehired in a position allocated to Grade 5 shall be placed in Step C.
- d. Reinstatement from Other Jurisdictions. A former employee of another Civil division reinstated to a position in the County service shall be paid in accordance with Section 10 (b) applying to transfers into the County service.

11. Increment and Longevity Increases

- a. General. The service of each employee shall be reviewed by the department head or appointing authority for the purpose of determining whether such employee shall be recommended for an annual or longevity increment increase. All personnel records, including those pertaining to attendance and tardiness, shall be considered. Any increment which is not awarded as a result of an unfavorable evaluation of service when the employee would otherwise be eligible for such award may, in the discretion of the appointing authority, subsequently be awarded during the ensuing year without jeopardizing any subsequent award of an annual or longevity increment for which the employee would otherwise be eligible.
- b. Annual Increments. An employee shall be eligible for an annual increment on the anniversary date of the employee concerned, except that for employees who entered County service on or prior to September 1, 1968, annual increments shall be awarded on January 1.
 - 1) Only full-time or part-time permanent, provisional and temporary employees in duly established positions shall be eligible to receive an annual increment.
 - 2) No employee shall receive more than one (1) such increment during the year under the provisions of this section.
- c. An employee shall be eligible to receive a salary increase for longevity whenever the following conditions are met:
 - 1) the employee's current salary has reached the normal maximum salary of the employee's grade or exceeds it; and,
 - 2) the employee shall have completed ten (10), fifteen (15), twenty (20), or twenty-five (25) years of continuous service with the County to be eligible respectively, for the first, second and third and fourth longevity increment of the grade; provided, however, that no employee shall be eligible for the second or third or fourth longevity increment prior to the employee's having received, respectively, the first and second and third longevity increment unless the employee's current salary is already in excess thereof; and,

- 3) the employee is specifically recommended by the employee's appointing authority to receive the longevity increment; and,
- 4) no employee shall receive more than one (1) such increment during the year under the provisions of this section.

12. Additional Pay for Deputy Duties

- a. General Provisions. Subject to the limitations below, any employee who is duly designated to act for and in place of the employee's principal, provided such principal is a department head or other appointing officer, shall, with the specific consent of the Employer in each instance, be entitled to receive one (1) additional increment in the salary grade to which the employee's permanent civil service position has been allocated, even though the maximum of the salary grade be exceeded. Such salary increment shall continue to be earned as long as the employee serves as a deputy and no limitations arise to prohibit payment for such services.

Any other salary actions taken pursuant to these Rules shall be determined by the salary grade allocation of the employee's position title without reference to this additional compensation.

- b. Limiting Provisions. Such increment differential shall be limited to one (1) position in any department or office and shall apply only in those departments or offices which do not have a classified deputy or equivalent position, whether specifically classified as such or so indicated in the position specification, unless more than one (1) such assistant position exists. No employee may receive an increment differential for more than one (1) deputy designation at the time.

ARTICLE VIII, APPENDIX B – PART B
SALARY GRADE ALLOCATION
LISTING BY TITLE
35 HOUR WEEK

Grade Allocation	Title
6	Account Clerk
6	Account Clerk-Typist
17	Accountant I
19	Accountant II
24	Accountant III
14	Accounting Assistant (Records)
18	Accounting Coordinator (Finance)
17	Accounting Specialist
19	Administrative Analyst
14	Administrative Secretary
15	Administrative Secretary (Medical)
8	Admissions Clerk (Hospitals)
13	Adult Services Assistant
19	Adult Services Specialist
8	Archives Assistant
5	Archives Clerk
16	Art Therapist
18	Assistant Coordinator, EMS
20	Assistant Director of Billing (Mental Health)
23	Assistant Director, Guidance Center
17	Assistant Environmental Health Specialist
21	Assistant Flow Control Engineer
19	Assistant Managed Care Supervisor
16	Assistant Nutritionist (Public Health)
5	Assistant Office Machine Operator
19	Assistant Public Health Engineer
14	Assistant Purchaser
19	Benefits Specialist (Insurance)
21	Benefits Coordinator (Insurance)
8	Billing Clerk
18	Billing Specialist
16	Budget Examiner I
19	Budget Examiner II
22	Budget Examiner III
19	Budget Projects Assistant
25	Budget Specialist
15	Budget Staff Assistant I
18	Budget Staff Assistant II
20	Career Counselor
12	Career Criminal Program Assistant
9	Career Information Assistant I
11	Career Information Assistant II

**ARTICLE VIII, APPENDIX B – PART B
SALARY GRADE ALLOCATION
LISTING BY TITLE
35 HOUR WEEK**

Grade Allocation	Title
24	Case Supervisor (Protective Services)
24	Case Supervisor, Grade B
17	Caseworker (Group of Classes)
5	Cashier (Cafeteria)
13	Certified Occupational Therapy Assistant
17	Chaplain
16	Chief Account Clerk
16	Chief Audit Clerk
15	Chief Billing Clerk
15	Chief Purchasing Clerk
16	Chief Tax Clerk
14	Child Care Liaison Specialist
21	Child Care Program Supervisor
27	Child Psychologist
23	Child Psychologist II
26	Child Psychologist III
18	Child Support Specialist
18	Child Support Unit Supervisor
5	Clerk
5	Clerk and Courier
5	Clerk Stenographer
5	Clerk-Typist (Group of Classes)
9	Collection Clerk (Spanish-Speaking)
19	Collection Specialist
15	Collections Assistant
5	Communications Aide
9	Communications Assistant
8	Communications and Emergency Program Aide
13	Communications Specialist
15	Community Builder
4	Community Client Services Aide
17	Community Client Services Assistant (Intensive Care)
12	Community Client Services Assistant I (Group of Classes)
14	Community Client Services Assistant II (Group of Classes)
7	Community Development Aide
15	Community Development Program Assistant (Group of Classes)
1	Community Services Aide
2	Community Services Aide (OAA)
1	Community Services Trainee
6	Community Services Worker I (Group of Classes)
8	Community Services Worker II (Group of Classes)
9	Community Services Worker III (Group of Classes)
6	Composer Operator
23	Computer Systems Specialist

ARTICLE VIII, APPENDIX B – PART B
SALARY GRADE ALLOCATION
LISTING BY TITLE
35 HOUR WEEK

Grade Allocation Title

21	Computer Systems Trainer
11	Confidential Intelligence Assistant
11	Confidential Investigations Assistant
17	Confidential Investigator (ADP) (Spanish Speaking)
14	Consumer Liaison Assistant (Consumer Protection)
13	Consumer Protection Enforcement Assistant Consumer
19	Protection Specialist
14	Consumer Services Inspector I
19	Consumer Services Inspector II
9	Control Clerk I
12	Control Clerk II
12	Control Clerk II (County Clerk)
18	Coordinator of Volunteer Services
22	Coordinator, Child & Family Clinic Plus
20	Coordinator, Enhanced Drug & Alcohol Services Program
23	Coordinator, MIS (Personnel)
23	Coordinator, Next Steps Program
23	Coordinator, WIC Program
16	Corrections Assistant
19	County Payroll Coordinator
16	Court Records Coordinator
20	Crime Analyst
23	Crime Analyst II
9	Crime Prevention Aide
12	Criminal Justice Assistant (Spanish Speaking)
15	Dance Therapist
16	Data Control Assistant
5	Data Entry Operator I
8	Data Entry Operator II
11	Data Entry Operator III
14	Dental Hygienist
6	Dental Assistant
11	Dietary Technician (Public Health)
18	Director of Volunteer Services
15	Discharge Coordination Assistant
20	Early Intervention Assistant
24	Early Intervention Program Coordinator
22	Early Intervention Specialist
5	Economic Development Aide (Spanish Speaking) Economic
19	Development Specialist
20	EISEP Program Coordinator
13	Eligibility Liaison Assistant

**ARTICLE VIII, APPENDIX B – PART B
SALARY GRADE ALLOCATION
LISTING BY TITLE
35 HOUR WEEK**

Grade Allocation Title

21	Eligibility Specialist
18	E-Mail Specialist (MIS)
15	Employee Rights & Equity Compliance Assistant I
18	Employee Rights & Equity Compliance Assistant II
11	Employment Assistant I
14	Employment Assistant II (Group of Classes)
15	Employment Assistant III
5	EMS Instruction Assistant
16	EMS Instruction Supervisor
11	EMS Instructor
9	EMS Laboratory Instructor
14	Energy Assistance Liaison Specialist
20	Engineer I
21	Engineer II (Group of Classes)
8	Environmental Health Aide
13	Environmental Health Assistant
19	Fair Hearing Specialist
4	File Clerk (Group of Classes)
16	Financial Support Services Supervisor
19	Fire & Emergency Services Specialist
18	Fire Instruction Supervisor
11	Fire Instructor III
16	Fire Instructor IV
18	Fiscal Staff Assistant
21	Fiscal Staff Specialist
10	Food Service Instructor
14	GIS Assistant
16	GIS Technician
18	GIS Technician II
18	Health and Human Services Assistant
16	Health Care Services Assistant
12	Health Care Worker
13	Health Records Assistant
15	Home Economist
6	Home Health Aide
15	Home Program Assistant
3	Homemaker
17	Housing Developer (Community Development)
20	Housing Locator
6	Housing Program Assistant
21	Housing Specialist

ARTICLE VIII, APPENDIX B – PART B
SALARY GRADE ALLOCATION
LISTING BY TITLE
35 HOUR WEEK

Grade Allocation Title

18	Human Resources Assistant
11	Human Rights Assistant
18	Human Rights Community Liaison Specialist
18	Human Rights Specialist
25	Industrial Training Instructor
14	Information Systems Assistant (Special Projects)
16	Imaging Systems Coordinator
14	Inspection Specialist I (Consumer Protection)
17	Inspection Specialist II (Consumer Protection)
19	Inspection Specialist III (Consumer Protection)
10	Insurance Clerk I
12	Insurance Clerk II
15	Insurance Clerk III
17	Insurance Clerk IV
25	Insurance Specialist
13	Investigations Assistant (Public Defender)
17	ITS Technician (Group of Classes)
16	Job Developer I
18	Job Developer II
19	Job Development & Community Relations Assistant (Displaced Homemaker Project)
13	Job Service Outreach Worker (Social Services)
19	Labor Relations and Litigation Coordinator
7	Laboratory Assistant (Public Health)
16	Law Enforcement Systems Specialist
17	Land Acquisition Agent
16	Land Records Coordinator
9	Legal Transcriber
9	Legal Stenographer
14	Licensing and Inspection Assistant I
16	Licensing and Inspection Assistant II
21	Licensing Inspection Specialist
23	Licensing Inspection Specialist II
12	Litigation Assistant
10	Litigation Clerk
14	Litigation Specialist
5	Mail Clerk
10	Managed Care Assistant
15	Managed Care Specialist
17	Managed Care Specialist II
18	Map Design Technician

ARTICLE VIII, APPENDIX B – PART B
SALARY GRADE ALLOCATION
LISTING BY TITLE
35 HOUR WEEK

Grade Allocation	Title
6	Medical Clerk
6	Medical Clerk-Typist
18	Medical Librarian
15	Medical Services Program Specialist
17	Medical Social Worker
8	Medical Transcriber
14	MIS Assistant (Group of Classes)
21	MIS Specialist (Group of Classes)
18	MIS Technician II (Group of Classes)
21	MIS Technician III
1	Municipal Aide
16	Music Therapist
16	Network Assistant
23	Nurse Practitioner (Group of Classes)
17	Nutritionist (Group of Classes)
18	Nutritionist II (Public Health)
18	Occupational Therapist
5	Occupational Therapy Aide
18	Offender Re-entry Program Coordinator
7	Office Machine Operator
4	Office Services Aide
14	Office Services Supervisor
15	Outpatient Services Supervisor
11	Paralegal Specialist I (Criminal Law)
14	Paralegal Specialist I (Municipal Law)
17	Paralegal Specialist II (Criminal Law)
17	Paralegal Specialist II (Group of Classes)
11	Pastoral Assistant
18	Payroll & Employee Services Assistant
21	Payroll & Employee Services Specialist
13	Payroll Assistant (Finance)
7	Payroll Clerk
7	Payroll Clerk-Typist
16	Personnel Assistant
12	Personnel Clerk
18	Personnel & Employee Relations Assistant
9	Personnel Information Clerk (Group of Classes)
10	Personnel Projects Aide
12	Personnel Projects Assistant I
15	Personnel Projects Assistant II
19	Personnel Projects Assistant III

ARTICLE VIII, APPENDIX B – PART B
SALARY GRADE ALLOCATION
LISTING BY TITLE
35 HOUR WEEK

Grade Allocation	Title
21	Personnel Specialist
19	Personnel Technician
16	Personnel System Assistant
23	Personnel System Supervisor
19	Personnel System Technician
19B	Pharmacist
7	Pharmacy Assistant
25	Pharmacy Specialist
18	Physical Therapist
7	Physical Therapy Aide
13	Physical Therapy Assistant
18	Planner (Group of Classes)
15	Planning & Evaluation Assistant (Group of Classes)
21	Planning & Evaluation Specialist
13	Planning/GML Assistant
14	Principal Account Clerk
14	Principal Account Clerk-Typist
13	Principal Audit Clerk
13	Principal Clerk
13	Principal Clerk-Stenographer
13	Principal Clerk-Typist
14	Principal Library Clerk
14	Principal Medical Clerk
22	Principal Occupational Therapist
14	Principal Payroll Clerk
22	Principal Physical Therapist
11	Principal Physical Therapy Aide (Group of Classes)
13	Principal Purchasing Clerk
13	Principal Purchasing Clerk-Typist
14	Principal Records Clerk
19	Principal Social Welfare Examiner
14	Principal Tax Clerk
13	Probation Assistant
19	Probation Officer (Group of Classes)
8	Program Aide (Consumer Protection)
6	Program Aide I (Social Services)
8	Program Aide II (Social Services)
8	Program Aide (Early Intervention)
8	Program Aide (Tourism)
13	Program Assistant
20	Program Coordinator (NY Connects)
16	Program Coordinator, Youth Employment Program
16	Program Review Assistant (Group of Classes)
20	Program Specialist (Group of Classes)

**ARTICLE VIII, APPENDIX B – PART B
SALARY GRADE ALLOCATION
LISTING BY TITLE
35 HOUR WEEK**

Grade Allocation Title

12	Project Assistant, Rockland Environmental Corps
19	Project Coordinator, Older Americans Act
16	Project Coordinator, Rockland Environmental Corps
13	Prosecution Assistant
18	Psychiatric Social Worker I (Group of Classes)
22	Psychiatric Social Worker II (Group of Classes)
25	Psychiatric Social Worker III (Group of Classes)
19	Psychologist I
23	Psychologist II
26	Psychologist III
3	Public Health Aide
13	Public Health Assessment Assistant I (Group of Classes)
15	Public Health Assessment Assistant II (Group of Classes)
7	Public Health Assistant
15	Public Health Educator
16	Public Health Projects Assistant
19	Public Health Nurse
19	Public Health Social Worker I (Group of Classes)
22	Public Health Social Worker II
24	Public Health Social Worker III
15	Public Health Specialist I
18	Public Health Specialist II
14	Public Health Technician I
18	Public Health Technician II
19	Public Information Specialist
18	Public Safety Specialist
8	Public Works Clerk I
13	Public Works Clerk II
14	Publications Technician
17	Purchaser I
20	Purchaser II
18	Purchasing Supervisor
13	Quality Assurance Control Clerk
17	Quality Control Specialist (Community Development)
6	Receptionist
6	Receptionist-Typist
8	Records Clerk (Group of Classes)
8	Records Clerk-Typist (Group of Classes)
16	Records Coordinator
12	Records Management Assistant
17	Records Management Specialist
18	Records System Coordinator

**ARTICLE VIII, APPENDIX B – PART B
SALARY GRADE ALLOCATION
LISTING BY TITLE
35 HOUR WEEK**

Grade Allocation Title

12	Recreational Therapist
18	Registered Nurse (Community Health)
18	Registered Nurse (Social Services)
18	Rehabilitation Counselor I
22	Rehabilitation Counselor II
25	Rehabilitation Counselor III
18	Remedial Teacher
14	Research Assistant
16	Research Assistant (Planning)
15	Research Assistant (RCC)
19	Research Specialist
18	Research Technician (Planning)
15	Resource Assistant I
21	Resource Assistant II
24	School Liaison Coordinator
13	Secretarial Assistant I
13	Secretarial Assistant II
15	Section 8 Program Assistant (Community Development)
9	Senior Account Clerk
9	Senior Account Clerk-Typist
21	Senior Administrative Analyst
17	Senior Art Therapist
10	Senior Billing Clerk
19	Senior Caseworker (Group of Classes)
8	Senior Clerk
18	Senior Community Builder (Community Development)
10	Senior Drafter (Engineering)
11	Senior Environmental Health Aide
7	Senior File Clerk
8	Senior Mail Clerk
9	Senior Medical Clerk
9	Senior Medical Clerk-Typist
11	Senior Medical Transcriber
6	Senior Nurse's Aide (Public Health)
20	Senior Occupational Therapist
11	Senior Office Machine Operator
11	Senior Payroll Clerk
11	Senior Payroll Clerk-Typist
22	Senior Pharmacist
10	Senior Pharmacy Assistant
20	Senior Physical Therapist
9	Senior Physical Therapy Aide
20	Senior Planner (Group of Classes)

**ARTICLE VIII, APPENDIX B – PART B
SALARY GRADE ALLOCATION
LISTING BY TITLE
35 HOUR WEEK**

Grade Allocation	Title
18	Senior Planning & Evaluation Assistant (Group of Classes)
21	Senior Probation Officer
7	Senior Public Health Aide
10	Senior Public Health Assistant (Group of Classes)
21	Senior Public Health Nurse
24	Senior Public Information Specialist
10	Senior Purchasing Clerk
10	Senior Purchasing Clerk-Typist
9	Senior Records Clerk (Group of Classes)
9	Senior Records Clerk-Typist (Group of Classes)
18	Senior Recreational Therapist
15	Senior Social Services Investigator (Fraud)
15	Senior Social Welfare Examiner
20	Senior Special Education Teacher
8	Senior Stenographer
9	Senior Tax Clerk
14	Senior Transportation Assistant (Spanish Speaking)
8	Senior Typist (Group of Classes)
10	Senior Youth Program Aide
6	Services Aide (Records)
8	Sewer Unit Inspector
10	Sewer Use Compliance Inspector
10	Sewer Use Compliance Inspector (Hebrew Speaking)
10	Sewer Services Assistant
26	Sex Offender Treatment Specialist
13	Social Services Client Assistant (Group of Classes)
13	Social Services Investigator (Fraud)
13	Social Welfare Examiner (Group of Classes)
15	Social Work Assistant
22	Social Work Coordinator (Public Defender)
8	Special Education Assistant
17	Special Education Teacher
21	Special Investigations Unit Supervisor
14	Special Projects Aide
18	Special Projects Assistant
16	Staff Development Assistant
20	Staff Development Specialist
16	Stop DWI Assistant
25	Supervising Probation Officer
13	Support Investigator I (Group of Classes)
16	Support Investigator II
19	Systems Analyst
9	Systems Services Assistant
16	Systems Services Coordinator

ARTICLE VIII, APPENDIX B – PART B
SALARY GRADE ALLOCATION
LISTING BY TITLE
35 HOUR WEEK

Grade Allocation	Title
14	Systems Services Specialist
12	Systems Services Technician
11	Tax Assistant
6	Tax Clerk
18	Tax Specialist
18	TDM Marketing Assistant
9	Telecommunications Assistant
16	Telecommunications Specialist
5	Telephone Operator
5	Telephone Operator-Typist
8	Terminal Operator & Control Clerk
23	Title Examiner
15	Transit Analyst
11	Transit Marketing Assistant
15	Transit Marketing Specialist
20	Transit Operations Supervisor
8	Transportation Aide
11	Transportation Assistant (Group of Classes)
12	Veterans Assistant
17	Veteran's Specialist
11B	Vocational Instructor
14	Volunteer Services Assistant
3	WIC Peer Counselor
14	WMS Information Assistant
3	Word Processing Machine Operator
18	Workers Compensation Specialist
6	Youth Employment Aide
9	Youth Peer Advocate
8	Youth Program Aide I
10	Youth Program Aide II
13	Youth Program Aide III
16	Youth Program Assistant
16	Youth Program Coordinator
13	Youth Services Assistant (Youth Bureau)
18	Youth Program Specialist

**ARTICLE VIII, APPENDIX B – PART B
SALARY GRADE ALLOCATION
LISTING BY GRADE
35 HOUR WEEK**

Grade Allocation	Title
1	Community Services Aide
1	Community Services Trainee
1	Municipal Aide
2	Community Services Aide (OAA)
3	Homemaker
3	Public Health Aide
3	WIC Peer Counselor
3	Word Processing Machine Operator
4	Community Client Services Aide
4	File Clerk (Group of Classes)
4	Office Services Aide
5	Archives Clerk
5	Assistant Office Machine Operator
5	Cashier (Cafeteria)
5	Clerk
5	Clerk and Courier
5	Clerk Stenographer
5	Clerk-Typist (Group of Classes)
5	Communications Aide
5	Data Entry Operator I
5	Economic Development Aide (Spanish Speaking)
5	EMS Instruction Assistant
5	Mail Clerk
5	Occupational Therapy Aide
5	Telephone Operator
5	Telephone Operator-Typist
6	Account Clerk
6	Account Clerk-Typist
6	Community Services Worker I (Group of Classes)
6	Composer Operator
6	Dental Assistant
6	Home Health Aide
6	Housing Program Assistant
6	Medical Clerk
6	Medical Clerk-Typist
6	Program Aide I (Social Services)
6	Receptionist
6	Receptionist-Typist
6	Senior Nurse's Aide (Public Health)
6	Services Aide (Records)
6	Tax Clerk

**ARTICLE VIII, APPENDIX B – PART B
SALARY GRADE ALLOCATION
LISTING BY GRADE
35 HOUR WEEK**

Grade Allocation	Title
6	Youth Employment Aide
7	Community Development Aide
7	Laboratory Assistant (Public Health)
7	Office Machine Operator
7	Payroll Clerk
7	Payroll Clerk-Typist
7	Pharmacy Assistant
7	Physical Therapy Aide
7	Public Health Assistant
7	Senior File Clerk
7	Senior Public Health Aide
8	Admissions Clerk (Hospitals)
8	Archives Assistant
8	Billing Clerk
8	Communications and Emergency Program Aide
8	Community Services Worker II (Group of Classes)
8	Data Entry Operator II
8	Environmental Health Aide
8	Medical Transcriber
8	Program Aide (Consumer Protection)
8	Program Aide II (Social Services)
8	Program Aide (Early Intervention)
8	Program Aide (Tourism)
8	Public Works Clerk I
8	Records Clerk (Group of Classes)
8	Records Clerk-Typist (Group of Classes)
8	Senior Clerk
8	Senior Mail Clerk
8	Senior Stenographer
8	Senior Typist (Group of Classes)
8	Sewer Unit Inspector
8	Special Education Assistant
8	Terminal Operator & Control Clerk
8	Transportation Aide
8	Youth Program Aide I
9	Career Information Assistant I
9	Collection Clerk (Spanish-Speaking)
9	Communications Assistant
9	Community Services Worker III (Group of Classes)
9	Control Clerk I
9	Crime Prevention Aide
9	EMS Laboratory Instructor

**ARTICLE VIII, APPENDIX B – PART B
SALARY GRADE ALLOCATION
LISTING BY GRADE
35 HOUR WEEK**

Grade Allocation	Title
9	Legal Transcriber
9	Legal Stenographer
9	Personnel Information Clerk (Group of Classes)
9	Senior Account Clerk
9	Senior Account Clerk-Typist
9	Senior Medical Clerk
9	Senior Medical Clerk-Typist
9	Senior Physical Therapy Aide
9	Senior Records Clerk (Group of Classes)
9	Senior Records Clerk-Typist (Group of Classes)
9	Senior Tax Clerk
9	Systems Services Assistant
9	Telecommunications Assistant
9	Youth Peer Advocate
10	Food Service Instructor
10	Insurance Clerk I
10	Litigation Clerk
10	Managed Care Assistant
10	Personnel Projects Aide
10	Senior Billing Clerk
10	Senior Drafter (Engineering)
10	Senior Pharmacy Assistant
10	Senior Public Health Assistant (Group of Classes)
10	Senior Purchasing Clerk
10	Senior Purchasing Clerk-Typist
10	Senior Youth Program Aide
10	Sewer Use Compliance Inspector
10	Sewer Use Compliance Inspector (Hebrew Speaking)
10	Sewer Services Assistant
10	Youth Program Aide II
11	Career Information Assistant II
11	Confidential Intelligence Assistant
11	Confidential Investigations Assistant
11	Data Entry Operator III
11	Dietary Technician (Public Health)
11	Employment Assistant I
11	EMS Instructor
11	Fire Instructor III
11	Human Rights Assistant
11	Paralegal Specialist I (Criminal Law)
11	Pastoral Assistant
11	Principal Physical Therapy Aide (Group of Classes)
11	Senior Environmental Health Aide

**ARTICLE VIII, APPENDIX B – PART B
SALARY GRADE ALLOCATION
LISTING BY GRADE
35 HOUR WEEK**

Grade Allocation	Title
11	Senior Medical Transcriber
11	Senior Office Machine Operator
11	Senior Payroll Clerk
11	Senior Payroll Clerk-Typist
11	Tax Assistant
11	Transit Marketing Assistant
11	Transportation Assistant (Group of Classes)
11B	Vocational Instructor
12	Career Criminal Program Assistant
12	Community Client Services Assistant I (Group of Classes)
12	Control Clerk II
12	Control Clerk II (County Clerk)
12	Criminal Justice Assistant (Spanish Speaking)
12	Health Care Worker
12	Insurance Clerk II
12	Litigation Assistant
12	Personnel Clerk
12	Personnel Projects Assistant I
12	Project Assistant, Rockland Environmental Corps
12	Records Management Assistant
12	Recreational Therapist
12	Systems Services Technician
12	Veterans Assistant
13	Adult Services Assistant
13	Certified Occupational Therapy Assistant
13	Communications Specialist
13	Consumer Protection Enforcement Assistant
13	Eligibility Liaison Assistant
13	Environmental Health Assistant
13	Health Records Assistant
13	Investigations Assistant (Public Defender)
13	Job Service Outreach Worker (Social Services)
13	Payroll Assistant (Finance)
13	Physical Therapy Assistant
13	Planning/GML Assistant
13	Principal Audit Clerk
13	Principal Clerk
13	Principal Clerk-Stenographer
13	Principal Clerk-Typist
13	Principal Purchasing Clerk
13	Principal Purchasing Clerk-Typist
13	Probation Assistant
13	Program Assistant

**ARTICLE VIII, APPENDIX B – PART B
SALARY GRADE ALLOCATION
LISTING BY GRADE
35 HOUR WEEK**

Grade Allocation	Title
13	Prosecution Assistant
13	Public Health Assessment Assistant I (Group of Classes)
13	Public Works Clerk II
13	Quality Assurance Control Clerk
13	Secretarial Assistant I
13	Secretarial Assistant II
13	Social Services Client Assistant (Group of Classes)
13	Social Services Investigator (Fraud)
13	Social Welfare Examiner (Group of Classes)
13	Support Investigator I (Group of Classes)
13	Youth Program Aide III
13	Youth Services Assistant (Youth Bureau)
14	Accounting Assistant (Records)
14	Administrative Secretary
14	Assistant Purchaser
14	Child Care Liaison Specialist
14	Community Client Services Assistant II (Group of Classes)
14	Consumer Liaison Assistant (Consumer Protection)
14	Consumer Services Inspector I
14	Dental Hygienist
14	Employment Assistant II (Group of Classes)
14	Energy Assistance Liaison Specialist
14	GIS Assistant
14	Information Systems Assistant (Special Projects)
14	Inspection Specialist I (Consumer Protection)
14	Licensing and Inspection Assistant I
14	Litigation Specialist
14	MIS Assistant (Group of Classes)
14	Office Services Supervisor
14	Paralegal Specialist I (Municipal Law)
14	Principal Account Clerk
14	Principal Account Clerk-Typist
14	Principal Library Clerk
14	Principal Medical Clerk
14	Principal Payroll Clerk
14	Principal Records Clerk
14	Principal Tax Clerk
14	Public Health Technician I
14	Publications Technician
14	Research Assistant
14	Senior Transportation Assistant (Spanish Speaking)
14	Special Projects Aide
14	Systems Services Specialist
14	Volunteer Services Assistant

**ARTICLE VIII, APPENDIX B – PART B
SALARY GRADE ALLOCATION
LISTING BY GRADE
35 HOUR WEEK**

Grade Allocation	Title
14	WMS Information Assistant
15	Administrative Secretary (Medical)
15	Budget Staff Assistant I
15	Chief Billing Clerk
15	Chief Purchasing Clerk
15	Collections Assistant
15	Community Builder
15	Community Development Program Assistant (Group of Classes)
15	Dance Therapist
15	Discharge Coordination Assistant
15	Employee Rights & Equity Compliance Assistant I
15	Employment Assistant III
15	Home Economist
15	Home Program Assistant
15	Insurance Clerk III
15	Managed Care Specialist
15	Medical Services Program Specialist
15	Outpatient Services Supervisor
15	Personnel Projects Assistant II
15	Planning & Evaluation Assistant (Group of Classes)
15	Public Health Assessment Assistant II (Group of Classes)
15	Public Health Educator
15	Public Health Specialist I
15	Research Assistant (RCC)
15	Resource Assistant I
15	Section 8 Program Assistant (Community Development)
15	Senior Social Services Investigator (Fraud)
15	Senior Social Welfare Examiner
15	Social Work Assistant
15	Transit Analyst
15	Transit Marketing Specialist
16	Art Therapist
16	Assistant Nutritionist (Public Health)
16	Budget Examiner I
16	Chief Account Clerk
16	Chief Audit Clerk
16	Chief Tax Clerk
16	Corrections Assistant
16	Court Records Coordinator
16	Data Control Assistant
16	EMS Instruction Supervisor
16	Financial Support Services Supervisor
16	Fire Instructor IV

**ARTICLE VIII, APPENDIX B – PART B
SALARY GRADE ALLOCATION
LISTING BY GRADE
35 HOUR WEEK**

Grade Allocation	Title
16	GIS Technician
16	Imaging Systems Coordinator
16	Job Developer I
16	Law Enforcement Systems Specialist
16	Land Records Coordinator
16	Licensing and Inspection Assistant II
16	Music Therapist
16	Network Assistant
16	Personnel Assistant
16	Personnel System Assistant
16	Program Coordinator, Youth Employment Program
16	Program Review Assistant (Group of Classes)
16	Project Coordinator, Rockland Environmental Corps
16	Public Health Projects Assistant
16	Records Coordinator
16	Research Assistant (Planning)
16	Staff Development Assistant
16	Stop DWI Assistant
16	Support Investigator II
16	Systems Services Coordinator
16	Telecommunications Specialist
16	Youth Program Assistant
16	Youth Program Coordinator
17	Accountant I
17	Accounting Specialist
17	Assistant Environmental Health Specialist
17	Caseworker (Group of Classes)
17	Chaplain
17	Community Client Services Assistant (Intensive Care)
17	Confidential Investigator (ADP) (Spanish Speaking)
17	Housing Developer (Community Development)
17	Inspection Specialist II (Consumer Protection)
17	Insurance Clerk IV
17	ITS Technician (Group of Classes)
17	Land Acquisition Agent
17	Managed Care Specialist II
17	Medical Social Worker
17	Nutritionist (Group of Classes)
17	Paralegal Specialist II (Criminal Law)
17	Paralegal Specialist II (Group of Classes)
17	Purchaser I
17	Quality Control Specialist (Community Development)
17	Records Management Specialist
17	Senior Art Therapist

**ARTICLE VIII, APPENDIX B – PART B
SALARY GRADE ALLOCATION
LISTING BY GRADE
35 HOUR WEEK**

Grade Allocation	Title
17	Special Education Teacher
17	Veteran’s Specialist
18	Accounting Coordinator (Finance)
18	Assistant Coordinator, EMS
18	Billing Specialist
18	Budget Staff Assistant II
18	Child Support Specialist
18	Child Support Unit Supervisor
18	Coordinator of Volunteer Services
18	Director of Volunteer Services
18	E-Mail Specialist (MIS)
18	Employee Rights & Equity Compliance Assistant II
18	Fire Instruction Supervisor
18	Fiscal Staff Assistant
18	GIS Technician II
18	Health and Human Services Assistant
18	Human Resources Assistant
18	Human Rights Community Liaison Specialist
18	Human Rights Specialist
18	Job Developer II
18	Map Design Technician
18	Medical Librarian
18	MIS Technician II (Group of Classes)
18	Nutritionist II (Public Health)
18	Occupational Therapist
18	Offender Re-entry Program Coordinator
18	Payroll & Employee Services Assistant
18	Personnel & Employee Relations Assistant
18	Physical Therapist
18	Planner (Group of Classes)
18	Psychiatric Social Worker I (Group of Classes)
18	Public Health Specialist II
18	Public Health Technician II
18	Public Safety Specialist
18	Purchasing Supervisor
18	Records System Coordinator
18	Registered Nurse (Community Health)
18	Registered Nurse (Social Services)
18	Rehabilitation Counselor I
18	Remedial Teacher
18	Research Technician (Planning)
18	Senior Community Builder (Community Development)
18	Senior Planning & Evaluation Assistant (Group of Classes)
18	Senior Recreational Therapist

**ARTICLE VIII, APPENDIX B – PART B
SALARY GRADE ALLOCATION
LISTING BY GRADE
35 HOUR WEEK**

Grade Allocation	Title
18	Special Projects Assistant
18	Tax Specialist
18	TDM Marketing Assistant
18	Workers Compensation Specialist
18	Youth Program Specialist
19	Accountant II
19	Administrative Analyst
19	Adult Services Specialist
19	Assistant Managed Care Supervisor
19	Assistant Public Health Engineer
19	Benefits Specialist (Insurance)
19	Budget Examiner II
19	Budget Projects Assistant
19	Collection Specialist
19	Consumer Protection Specialist
19	Consumer Services Inspector II
19	County Payroll Coordinator
19	Economic Development Specialist
19	Fair Hearing Specialist
19	Fire & Emergency Services Specialist
19	Inspection Specialist III (Consumer Protection)
19	Job Development & Community Relations Assistant (Displaced Homemaker Project)
19	Labor Relations and Litigation Coordinator
19	Personnel Projects Assistant III
19	Personnel Technician
19	Personnel System Technician
19	Principal Social Welfare Examiner
19	Probation Officer (Group of Classes)
19	Project Coordinator, Older Americans Act
19	Psychologist I
19	Public Health Nurse
19	Public Health Social Worker I (Group of Classes)
19	Public Information Specialist
19	Research Specialist
19	Senior Caseworker (Group of Classes)
19	Systems Analyst
19B	Pharmacist
20	Assistant Director of Billing (Mental Health)
20	Career Counselor
20	Coordinator, Enhanced Drug & Alcohol Services Program
20	Crime Analyst
20	Early Intervention Assistant

**ARTICLE VIII, APPENDIX B – PART B
SALARY GRADE ALLOCATION
LISTING BY GRADE
35 HOUR WEEK**

Grade Allocation	Title
20	EISEP Program Coordinator
20	Engineer I
20	Housing Locator
20	Program Coordinator (NY Connects)
20	Program Specialist (Group of Classes)
20	Purchaser II
20	Senior Occupational Therapist
20	Senior Physical Therapist
20	Senior Planner (Group of Classes)
20	Senior Special Education Teacher
20	Staff Development Specialist
20	Transit Operations Supervisor
21	Assistant Flow Control Engineer
21	Benefits Coordinator (Insurance)
21	Child Care Program Supervisor
21	Computer Systems Trainer
21	Eligibility Specialist
21	Engineer II (Group of Classes)
21	Fiscal Staff Specialist
21	Housing Specialist
21	Licensing Inspection Specialist
21	MIS Specialist (Group of Classes)
21	MIS Technician III
21	Payroll & Employee Services Specialist
21	Personnel Specialist
21	Planning & Evaluation Specialist
21	Resource Assistant II
21	Senior Administrative Analyst
21	Senior Probation Officer
21	Senior Public Health Nurse
21	Special Investigations Unit Supervisor
22	Budget Examiner III
22	Coordinator, Child & Family Clinic Plus
22	Early Intervention Specialist
22	Principal Occupational Therapist
22	Principal Physical Therapist
22	Psychiatric Social Worker II (Group of Classes)
22	Public Health Social Worker II
22	Rehabilitation Counselor II
22	Senior Pharmacist
22	Social Work Coordinator (Public Defender)
23	Assistant Director, Guidance Center

**ARTICLE VIII, APPENDIX B – PART B
SALARY GRADE ALLOCATION
LISTING BY GRADE
35 HOUR WEEK**

Grade Allocation Title

23	Child Psychologist II
23	Computer Systems Specialist
23	Coordinator, MIS (Personnel)
23	Coordinator, Next Steps Program
23	Coordinator, WIC Program
23	Crime Analyst II
23	Licensing Inspection Specialist II
23	Nurse Practitioner (Group of Classes)
23	Personnel System Supervisor
23	Psychologist II
23	Title Examiner
24	Accountant III
24	Case Supervisor (Protective Services)
24	Case Supervisor, Grade B
24	Early Intervention Program Coordinator
24	Public Health Social Worker III
24	School Liaison Coordinator
24	Senior Public Information Specialist
25	Budget Specialist
25	Industrial Training Instructor
25	Insurance Specialist
25	Pharmacy Specialist
25	Psychiatric Social Worker III (Group of Classes)
25	Rehabilitation Counselor III
25	Supervising Probation Officer
26	Child Psychologist III
26	Psychologist III
26	Sex Offender Treatment Specialist
27	Child Psychologist

**ARTICLE VIII, APPENDIX B – PART B
SALARY GRADE ALLOCATION
LISTING BY TITLE
40 HOUR WEEK**

Grade Allocation	Title
47B	Activities Aide
60	Activities Coordinator, Adult Home
53	Activities Coordinator, Family Shelter
64	Admissions Coordinator (Hospitals)
47	Adult Home Attendant
49	Adult Home Attendant II
53	Adult Home Attendant III
54	Armed Security Officer
48	Assistant Automotive Mechanic
48	Assistant Building Maintenance Mechanic
61	Assistant Head Nurse
60	Assistant Maintenance Supervisor
51B	Assistant Shift Operator
54	Automotive Mechanic
46	Beautician
52	Campus Security Aide (RCC)
47B	Chauffeur
48	Chauffeur and Assistant Dispatcher
54	Chief Dispatcher
42B	Cleaner
60	Community Health Nurse
47B	Community Liaison Aide (Social Services)
56	Conservation District Technician
45	Cook I
50	Cook II
52	Cook III
56	Cook IV
61	Coordinator of Facilities Maintenance
44	Courier
42B	Custodial Worker
45	Custodian I
50	Custodian II
52	Custodian III
49	Dietary Assistant
54	Dietary Technician
62	Dietitian
54	Dispatcher II
51	EKG/PVT Technician
60	Electrical Inspector
57	Electro-Medical Equipment Repairer
59	Electronic Equipment Repairer
59	Engineer I (Field)

**ARTICLE VIII, APPENDIX B – PART B
SALARY GRADE ALLOCATION
LISTING BY TITLE
40 HOUR WEEK**

Grade Allocation Title

65	Engineer II (Sewers) (Field)
63	Engineering Specialist (Highway)
47	Engineering Technician
43B	Fire Instructor I
47	Fire Instructor II
42C	Food Services Helper
56	Food Services Coordinator
53	Food Services Supervisor
53	Groundskeeper I
61	Groundskeeper II (County)
46	Groundswoker
64	Head Nurse
56	Housing Rehabilitation Specialist (Field)
52	Investigative Analyst Assistant I
55	Investigative Analyst Assistant II
49	Laboratory Assistant
53	Laboratory Technician (Group of Classes)
43C	Laundry Worker I
45C	Laundry Worker II
48	Laundry Worker III
49	Law Enforcement Assistant
52	Maintenance Assistant (Incinerator)
52	Maintenance Assistant I
53	Maintenance Assistant II
45B	Maintenance Helper
55	Maintenance Mechanic I (Group of Classes)
58	Maintenance Mechanic II (Group of Classes)
61	Maintenance Supervisor (Group of Classes)
52	Medical Investigation Assistant
61	Medical Investigator
60	Medical Technologist
44B	Mental Health Aide
46	Mental Health Worker I
49B	Mental Health Worker II
53	Mental Health Worker III
47	Motor Equipment Operator II
41	Municipal Aide (Group of Classes)
49	Municipal Bus Driver
45B	Nurse's Aide (Institutional)
47	Nursing Assistant (Rehabilitation)
55	Park Ranger I
58	Park Ranger II

**ARTICLE VIII, APPENDIX B – PART B
SALARY GRADE ALLOCATION
LISTING BY TITLE
40 HOUR WEEK**

Grade Allocation	Title
50	Patient Activities Leader
44	Personal Care Aide
56	Personal Care Services Supervisor
53	Photo Process Technician (BCI)
60	Plumbing Examiner
56	Pollution Control Assistant
51	Practical Nurse (Institutional)
60	Principal Engineering Technician
58	Projects Specialist (Hospitals)
61	Radio Communications Specialist
55	Radio Operator I
57	Radio Operator II
54	Radiologic Technologist
57B	Registered Nurse (Institutional)
57B	Registered Nurse (Psychiatric)
47	Resident Assistant (Shelter)
57B	Scheduling Coordinator (Nursing)
43C	Seamstress
52	Security Aide
57	Security Assistant (Social Services)
56	Security Officer I (RCC)
58	Security Officer II (RCC)
57	Senior Armed Security Officer
44B	Senior Cleaner
54	Senior Engineering Technician (Group of Classes)
51	Senior File Clerk (BCI)
46C	Senior Food Service Helper
49	Senior Groundswoker
52	Senior Laboratory Assistant
65	Senior Medical Investigator
63	Senior Medical Technologist
47	Senior Nurse's Aide (Institutional)
52	Senior Patient Activities Leader
56	Senior Security Aide
52	Senior Watchman
53	Sewage System Mechanic I
58	Sewage System Mechanic II
60	Sewage System Supervisor
47	Shelter Services Worker
57	Shift Operator
52	Stationary Engineer
46	Stock Clerk
50	Storekeeper I

**ARTICLE VIII, APPENDIX B – PART B
SALARY GRADE ALLOCATION
LISTING BY TITLE
40 HOUR WEEK**

Grade Allocation Title

56	Storekeeper II
54	Substance Abuse Counselor I
57	Substance Abuse Counselor II
58	Supervising Groundskeeper
52	Supervising Housekeeper
62	Supervising Operator
45B	Supply Aide
58	Support Services Assistant
61	Utilities Plant Foreman
62	Utility Plant Supervisor
62	Utilization Review Assistant
61	Vehicle Control Worker
46C	Watchman
51	Wastewater Operator I
55	Wastewater Operations & Maintenance Technician I
57	Wastewater Operations & Maintenance Technician II
52	Witness Aide

**ARTICLE VIII, APPENDIX B – PART B
SALARY GRADE ALLOCATION
LISTING BY GRADE
40 HOUR WEEK**

<u>Grade Allocation</u>	<u>Title</u>
41	Municipal Aide (Group of Classes)
42B	Cleaner
42B	Custodial Worker
42C	Food Services Helper
43B	Fire Instructor I
43C	Laundry Worker I
43C	Seamstress
44	Courier
44	Personal Care Aide
44B	Mental Health Aide
44B	Senior Cleaner
45	Cook I
45	Custodian I
45B	Maintenance Helper
45B	Nurse's Aide (Institutional)
45B	Supply Aide
45C	Laundry Worker II
46	Beautician
46	Groundsworker
46	Mental Health Worker I
46	Stock Clerk
46C	Senior Food Service Helper
46C	Watchman
47	Adult Home Attendant
47	Engineering Technician
47	Fire Instructor II
47	Motor Equipment Operator II
47	Nursing Assistant (Rehabilitation)
47	Resident Assistant (Shelter)
47	Senior Nurse's Aide (Institutional)
47	Shelter Services Worker
47B	Activities Aide
47B	Chauffeur

**ARTICLE VIII, APPENDIX B – PART B
SALARY GRADE ALLOCATION
LISTING BY GRADE
40 HOUR WEEK**

<u>Grade Allocation</u>	<u>Title</u>
47B	Community Liaison Aide (Social Services)
48	Assistant Automotive Mechanic
48	Assistant Building Maintenance Mechanic
48	Chauffeur and Assistant Dispatcher
48	Laundry Worker III
49	Adult Home Attendant II
49	Dietary Assistant
49	Laboratory Assistant
49	Law Enforcement Assistant
49	Municipal Bus Driver
49	Senior Groundswoker
49B	Mental Health Worker II
50	Cook II
50	Custodian II
50	Patient Activities Leader
50	Storekeeper I
51	EKG/PVT Technician
51	Practical Nurse (Institutional)
51	Senior File Clerk (BCI)
51	Wastewater Operator I
51B	Assistant Shift Operator
52	Campus Security Aide (RCC)
52	Cook III
52	Custodian III
52	Investigative Analyst Assistant I
52	Maintenance Assistant (Incinerator)
52	Maintenance Assistant I
52	Medical Investigation Assistant
52	Security Aide
52	Senior Laboratory Assistant
52	Senior Patient Activities Leader
52	Senior Watchman
52	Stationary Engineer
52	Supervising Housekeeper

**ARTICLE VIII, APPENDIX B – PART B
SALARY GRADE ALLOCATION
LISTING BY GRADE
40 HOUR WEEK**

<u>Grade Allocation</u>	<u>Title</u>
52	Witness Aide
53	Activities Coordinator, Family Shelter
53	Adult Home Attendant III
53	Food Services Supervisor
53	Groundskeeper I
53	Laboratory Technician (Group of Classes)
53	Maintenance Assistant II
53	Mental Health Worker III
53	Photo Process Technician (BCI)
53	Sewage System Mechanic I
54	Armed Security Officer
54	Automotive Mechanic
54	Chief Dispatcher
54	Dietary Technician
54	Dispatcher II
54	Radiologic Technologist
54	Senior Engineering Technician (Group of Classes)
54	Substance Abuse Counselor I
55	Investigative Analyst Assistant II
55	Maintenance Mechanic I (Group of Classes)
55	Park Ranger I
55	Radio Operator I
55	Wastewater Operations & Maintenance Technician I
56	Conservation District Technician
56	Cook IV
56	Food Services Coordinator
56	Housing Rehabilitation Specialist (Field)
56	Personal Care Services Supervisor
56	Pollution Control Assistant
56	Security Officer I (RCC)
56	Senior Security Aide
56	Storekeeper II
57	Electro-Medical Equipment Repairer
57	Radio Operator II

**ARTICLE VIII, APPENDIX B – PART B
SALARY GRADE ALLOCATION
LISTING BY GRADE
40 HOUR WEEK**

Grade Allocation Title

57	Security Assistant (Social Services)
57	Senior Armed Security Officer
57	Shift Operator
57	Substance Abuse Counselor II
57	Wastewater Operations & Maintenance Technician II
57B	Registered Nurse (Institutional)
57B	Registered Nurse (Psychiatric)
57B	Scheduling Coordinator (Nursing)
58	Maintenance Mechanic II (Group of Classes)
58	Park Ranger II
58	Projects Specialist (Hospitals)
58	Security Officer II (RCC)
58	Sewage System Mechanic II
58	Supervising Groundskeeper
58	Support Services Assistant
59	Electronic Equipment Repairer
59	Engineer I (Field)
60	Activities Coordinator, Adult Home
60	Assistant Maintenance Supervisor
60	Community Health Nurse
60	Electrical Inspector
60	Medical Technologist
60	Plumbing Examiner
60	Principal Engineering Technician
60	Sewage System Supervisor
61	Assistant Head Nurse
61	Coordinator of Facilities Maintenance
61	Groundskeeper II (County)
61	Maintenance Supervisor (Group of Classes)
61	Medical Investigator
61	Radio Communications Specialist
61	Utilities Plant Foreman
61	Vehicle Control Worker
62	Dietitian

**ARTICLE VIII, APPENDIX B – PART B
SALARY GRADE ALLOCATION
LISTING BY GRADE
40 HOUR WEEK**

<u>Grade Allocation</u>	<u>Title</u>
62	Supervising Operator
62	Utility Plant Supervisor
62	Utilization Review Assistant
63	Engineering Specialist (Highway)
63	Senior Medical Technologist
64	Admissions Coordinator (Hospitals)
64	Head Nurse
65	Engineer II (Sewers) (Field)
65	Senior Medical Investigator

**ARTICLE XX – APPENDIX D
MILEAGE CHARTS FOR COMPUTING TRAVEL TIME**

To measure mileage from an employee's normal work location to a temporary work/training location,

- a. Select the appropriate normal Rockland worksite from List A and note the mileage from that location to New City (e.g., Spring Valley = 6 miles).
- b. Select the appropriate temporary training/work location from List B and note the mileage from New City to that point (e.g., Kingston = 76 miles).
- c. Add the mileage from the two lists (6 plus 76 = 82 miles).
- d. Divide by 60 miles (e.g., 82 miles divided by 60 = 1.37 hours).

List A: CSEA COUNTY OF ROCKLAND WORKSITE MILEAGE CHART

GARNERVILLE	7
HAYERSTRAW	5
MONSEY	5
NYACK	9
ORANGEBURG	10
POMONA/HEALTH COMPLEX	4
SPRING VALLEY	6
SUFFERN/RCC	9

List B: MILEAGE FROM NEW CITY TO POINTS IN NORTHEAST

ALBANY, NY	126
BOSTON, MA	205
CARMEL, NY	38
COLONIE, NY	132
GOSHEN, NY	42*
HASBROUCK HEIGHTS, NJ	23
KIAMESHA LAKE, NY	73
KINGSTON, NY	76
LONG ISLAND, NY (Mineola/Garden City)	60
MONTOUR FALLS, NY	242
NEW PALTZ, NY	60
NEW YORK CITY, NY	31
NEWARK, NJ	37
NEWBURGH, NY	46*
PHILADELPHIA, PA	121
POUGHKEEPSIE, NY	65*
ROCHESTER, NY	348
SARATOGA SPRINGS, NY	160
SYRACUSE, NY	268*
TARRYTOWN, NY	13
TROY, NY	133
TUXEDO PARK/STERLING FOREST	23
WHITE PLAINS, NY	18

* Via New York State Thruway

ARTICLE XXV, APPENDIX E
DRUG AND ALCOHOL TESTING POLICY
AND PROCEDURE FOR CERTAIN EMPLOYEES IN THE
ROCKLAND COUNTY SHERIFF'S DEPARTMENT

I. POLICY

The use of controlled substances (which includes the abuse of prescription medications or their use in circumstances which impair the employee's ability to perform his/her job) or being under the influence of alcohol during work hours is inconsistent with the County's goal of providing a safe and productive workplace for all of its employees. Employers with successful drug and alcohol-free workplace programs report a decrease in absenteeism, accidents, downtime, turnover, and theft, and increases in productivity and overall morale. The County has therefore established this policy in order to ensure that all employees are aware of the County's prohibition of alcohol and drug use during work hours and the consequences of such behavior.

This policy applies to all employees in all CSEA titles employed in the Rockland County Sheriff's Department who wear a Sheriff's patch and/or uniform in the performance of their duties in their official capacity, including but not limited to such titles as Security Aide, Radio Operator, and Nurse.

II. PROHIBITIONS

A. Performance of work functions is prohibited under the following conditions:

1. Reporting for duty, or remaining on duty, with a breath alcohol concentration of 0.02% or greater, as indicated by an alcohol breath test;
2. When the employee uses or has used any controlled substance, as indicated by a controlled substance test. The only exception is when such use is under physician's order and does not impair the employee's ability to perform his/her job duties;
3. Using or possessing alcohol or any controlled substance while on duty except where such use or possession of a controlled substance is pursuant to a physician's prescription and does not impair the employee's ability to perform his/her job duties;
4. Reporting to work within four hours after using alcohol;
5. A supervisor, trained in indications of prohibited alcohol or drug use, has a "reasonable suspicion" to believe the employee has engaged in prohibited alcohol or controlled substance use;
6. Employee refuses to take a required alcohol or drug test;
7. Employee fails to adhere to the terms of any Rehabilitation Agreement which the employee has signed.

III. REQUIRED DRUG AND ALCOHOL TESTING

A. **PRE-EMPLOYMENT:** This program does not impair or address the ability of the County to conduct drug and alcohol testing of potential employees prior to their employment.

B. **POST ACCIDENT:** Drug and alcohol tests will be conducted under the following conditions following an accident which occurs either while the employee is on the job or while an employee is in the custody of a County vehicle which is involved in such an accident:

1. where the accident involves a fatality; or
2. the employee has received a citation for a moving traffic violation in connection with the accident; or
3. bodily injury occurred to any person who, as a result of the injury, received medical treatment; or

4. when a supervisor so directs, and one or more motor vehicles involved in the accident incurred disabling damage and must be transported away from the accident scene by a tow truck or other vehicle.
- C. **REASONABLE SUSPICION:** Reasonable suspicion is the criterion established by the Courts as the basis for the action by an employer when an employee is suspected of illegally using drugs or abuse of alcohol either on or off duty. Reasonable suspicion need not rise to the level of the standard of probable cause but must be substantially more than a hunch. There must be good cause for the suspicion, and there must be reasons set forth in writing and provided to the employee at the time such testing is directed, including the factual basis for the directive.
1. Reasonable suspicion shall be based upon, among other things:
 - a) Observable phenomena, such as direct observation of illegal use or possession of drugs and/or physical symptoms of being under the influence of alcohol or of a drug, controlled substance or marijuana;
 - b) Abnormal conduct or appearance or erratic behavior, and/or deterioration of work performance;
 - c) Arrest or conviction for a drug or alcohol related offense or the identification of an employee as the focus of a criminal investigation into illegal drug use or trafficking;
 - d) Association with person(s) using or trafficking in illegal drugs;
 - e) Information provided either by reliable and credible sources or from other sources, independently corroborated;
 - f) Evidence that the employee has tampered with a previously administered drug or alcohol test and/or has made false or misleading statements to County personnel regarding illegal use of a controlled substance or alcohol.
 2. "Reasonable suspicion" testing shall be conducted when a trained supervisor observes behavior, speech, odor or appearance that is characteristic of controlled substance misuse and/or alcohol use and therefore has a "reasonable suspicion." "Reasonable suspicion" shall include direct observation of use of alcohol or a controlled substance while on duty, or such time prior to reporting for duty that there is a reasonable belief that the employee has reported for duty in violation of this policy.
 3. "Reasonable suspicion" may also be based on information provided by a reliable and credible source that the employee has used alcohol or a controlled substance while on duty, or at such time prior to reporting for duty, in such a manner or on such a basis that there is a reasonable basis to believe that the employee is reporting for work or working in violation of this policy.
 4. The determination as to whether there is "reasonable suspicion" is to be made by the trained supervisor. Such supervisor shall set forth his/her observations in writing, on the form attached hereto or similar form, including a specific statement as to what conduct has been observed or what information was provided and by whom and whether the source was reliable. Such "reasonable suspicion" that the employee has violated this policy shall be confirmed in writing by another trained supervisor. Although confirmation is required whenever possible, such confirmation shall not be required where exigent circumstance exist. The supervisor initially observing the employee, or the supervisor providing confirmation, need not necessarily be assigned to the same unit as the employee, provided such supervisor has been trained as provided herein.
 5. Belief that the employee has violated this policy must be based upon specific observations. "Reasonable suspicion" drug tests may be given up to twenty-four hours after the initial observation. However, all efforts should be made to have the test taken as soon as reasonably possible following the initial observation. If the initial observation is made at the end of an employee's shift, the employee may be required to remain so that he/she may be tested and confirmed.

6. Elements of "Reasonable Suspicion" testing:
 Observations of Employee's Physical Condition (EXAMPLES ONLY)
- (a) slurred speech;
 - (b) confusion/disorientation;
 - (c) odor of alcohol or marijuana on breath or person;
 - (d) unsteady gait or lack of balance;
 - (e) glassy eyes;
 - (f) rapid/continuous eye movement or inability to focus;
 - (g) drowsiness;
 - (h) inattentiveness;
 - (i) apparent intoxicated behavior (without the odor of alcohol or marijuana);
 - (j) physical injury to self or others;
 - (k) tremors or bodily shaking;
 - (l) poor coordination;
 - (m) runny nose;
 - (n) very large or small pupils;
 - (o) slow or inappropriate reactions;
 - (p) other physical manifestations.
- Observations of Employee's Behaviors (EXAMPLES ONLY)
- (a) inability to respond to question, or to respond correctly;
 - (b) complaints of racing or irregular heartbeat;
 - (c) marked irritability;
 - (d) aggressiveness (attempts at physical contact);
 - (e) inappropriate laughter, crying, etc.
 - (f) sleeping on the job;
 - (g) fainting or repeated loss of consciousness;
 - (h) improper job performance and/or violation of work rules.
- General Job Performance (EXAMPLES ONLY)
- (a) excessive unauthorized absences in last 12 months;
 - (b) excessive use of sick leave in last 12 months;
 - (c) frequent Monday/Friday absence, or other pattern;
 - (d) frequent unexplained disappearances;
 - (e) excessive "extension" of breaks or lunch;
 - (f) frequently leaving work early;
 - (g) ignoring established procedures.
7. Belief that the employee has violated controlled substances prohibitions must be based upon specific observations. "Reasonable suspicion" alcohol tests must be given within two (2) hours of the initial observation. "Reasonable suspicion" drug tests may be given up to twenty-four (24) hours after the initial observation. However, all efforts should be made to have the test taken as soon as reasonably possible following the initial observation. If the initial observation is made at the end of an employee's shift, the employee may be required to remain so that he/she may be tested and confirmed. The supervisor who makes the determination of "reasonable suspicion" shall not administer the test unless no reasonable alternative exists.
8. In those cases where the supervisor determines that the person's behavior causes a potential threat of harm to himself/herself or others, the employee will be immediately removed from the work site. If necessary, the appropriate authorities should be contacted to assist in obtaining assistance for the employee.
9. Once a determination has been made to refer an employee for testing, it will be the responsibility of the supervisor to advise the employee of such decision and to escort the employee to a collection facility. When the supervisor is arranging for the escort of the employee to the collection facility, the County will provide the supervisor with any

assistance necessary in the circumstance to protect the health and safety of all parties. The supervisor should remain with the employee until testing is concluded. In the event that leaving the scene and/or remaining with the employee is not feasible, the supervisor will arrange transportation to the collection facility (the employee will be instructed not to drive a vehicle), will notify the collection facility that the employee is being sent for testing, will request that the collection facility arrange for the employee to be transported home following the collection process, and will notify the employee that he/she is not to return to work pending receipt of the test results by the County. At any point in this process the employee may request to be accompanied by his/her union representative.

- D. **RANDOM TESTING:** All employees, upon notification that they are being scheduled for Random Drug and Alcohol Testing, will appear as required at the location specified for testing. Such tests will be unannounced and performed once per quarter throughout the year. Random drug and alcohol tests shall be given at any time during an employee's shift. The procedure for random selection shall be determined by the independent agency administering the tests based upon a list of employees, identified by social security number, consisting of ten percent (10%) of the unit plus two (2) alternates. That list shall be forwarded to the agency by email, copy to the union President, and the agency shall identify the employees to be tested by return email.

IV. TESTING PROCEDURES

A. ALCOHOL

1. Alcohol testing will be conducted utilizing an evidential breath testing ("EBT") device approved by the National Highway Traffic Safety Administration. The employee and the Breath Alcohol Technician ("BAT") conducting the test must complete the alcohol testing form to ensure that the results are properly recorded. Failure of the employee to sign the testing form shall constitute a refusal to take the test.
2. Two (2) breath tests are required to determine if a person has a prohibited alcohol concentration. A screening test is conducted first. Any result less than 0.02% alcohol concentration is considered a "negative" test.
3. If the alcohol concentration is 0.02% or greater, a second or confirmation test must be conducted. The confirmation test must be conducted using an "EBT" that prints out the results, date and time, a sequential test number, and the name and serial number of the "EBT," to ensure the reliability of the results.

B. CONTROLLED SUBSTANCES

1. The employee must provide a urine specimen that will be analyzed by a certified laboratory for the presence of the following controlled substances in the indicated amounts:

Substance	Initial	Confirmatory
Amphetamines	1000 ng/ml	500 ng/ml
Barbiturates	300 ng/ml	200 ng/ml
Benzodiazepines	300 ng/ml	300 ng/ml
Cannabinoid	50 ng/ml	15 ng/ml
Cocaine Metabolites	300 ng/ml	150 ng/ml
Methadone	300 ng/ml	300 ng/ml
Methaqualone	300 ng/ml	300 ng/ml
MDMA - Analogues	500 ng/ml	250 ng/ml
MDA	"	"

MDMA	"	"
MDEA	"	"
Opiates	300 ng/ml	300 ng/ml
Codeine	"	"
Morphine	"	"
Hydromorphone	"	"
Hydrocodone	"	"
Oxycodone	300 ng/ml	300 ng/ml
Oxycodone	"	"
Oxymorphone	"	"
Phencyclidine	25 ng/ml	25 ng/ml
Propoxyphene	300 ng/ml	200 ng/ml
Steroids -	Positive or Negative	
	No acceptable concentration	
Bolasterone	"	
Boldenone	"	
4-Chlorotestosterone	"	
Danazol	"	
Drostanolone	"	
Fluoxymesterone	"	
Mesterolone	"	
Methandienone	"	
Methandriol	"	
Methenolone	"	
Methyltestosterone	"	
Nandrolone	"	
Norethandrolone	"	
Oxandrolone	"	
Oxymesterone	"	
Oxymetholone	"	
Stanozolol	"	
Trenbolone	"	
Probenecid	"	
Clenbuterol	"	
Testosterone	"	
Epitestosterone	"	

- Once a specimen is provided in a location that affords privacy (employee and a laboratory observer of the same sex), specimens will be sealed and labeled to ensure an appropriate chain of custody, proper identification and integrity of the specimen.
2. The employee must provide at least forty-five (45) milliliters of urine. Failure to provide an adequate sample is considered a refusal to submit, and the employee is considered to have engaged in prohibited actions, pursuant to the rules. If the employee is unable to provide the minimum amount of urine, the collection site person shall have the employee consume up to forty (40) ounces of fluid and provide a sample within three (3) hours. If at this time the employee is still unable to provide a specimen, the employee will be sent for a medical evaluation to determine if there is any legitimate reason for the employee's failure to provide a specimen or there is a refusal to submit an adequate specimen.
 3. Visual observation of urination shall not be required, except in cases where a previous diluted or adulterated sample has been detected. The observer shall be of the same gender as the employee.

4. Each urine specimen shall be collected in two vials, one "primary" and one "split."
5. If the primary specimen confirms the presence of one or more of the drugs hereinbefore set forth, or if the primary specimen indicates the presence of adulterants or dilution (as determined by the laboratory), the employee shall have seventy-two hours to request that the "split" specimen be sent to another certified laboratory for analysis. (Note: the employee must be removed from duties at this time.) If the "split" specimen has a drug positive result, the employee shall reimburse the Employer for the cost of analysis of the "split" specimen.
6. If the screening test for the "primary" specimen has a drug positive result, a confirmation test will then be performed for each drug identified in the "primary" specimen, using gas chromatography/mass spectrometry (GC/MS) analysis.
7. All drug test results from both the "primary" specimen and, if requested, the "split" specimen, will be reviewed and interpreted by a physician (also called a "Medical Review Officer") before they are reported to the Employer.
8. If the laboratory reports a positive result to the Medical Review Officer ("MRO"), the MRO shall interview the employee to determine if there is an alternative medical explanation for the drug found in the employee's urine specimen. If the employee provides appropriate documentation and the MRO determines that it is legitimate medical use of a controlled substance, the drug test result is reported as negative.
9. If, for any valid reason the MRO is unable to contact the employee or if the employee expressly declines to discuss the test, then, after making reasonable efforts to contact the employee, the MRO shall report a positive result.
10. Upon written request, the MRO shall provide a copy of any positive result and supporting documentation to the employee.
11. The County's use of any tests performed pursuant to this policy shall be limited to determining the employee's conformance to this policy.

V. TEST REFUSAL

- A. Any refusal to undergo any of the alcohol tests outlined above shall be regarded as a positive test with a result of 0.02% or greater. Any refusal to undergo any of the tests for controlled substances outlined above will be accorded the equivalence of a positive test. An employee shall be deemed to have refused where the employee:
 1. Refuses or fails to provide adequate breath for testing without medical explanation after the employee has received notice of the requirement for breath testing;
 2. Refuses or fails to provide adequate urine for controlled substance testing without a valid medical explanation after the employee has received notice of the requirement for urine testing: or
 3. Engages in conduct that obstructs, delays or frustrates the testing process, including but not limited to the submission of an adulterated or dilute sample, or fails to appear for testing within sixty (60) minutes of being directed to undergo a test. An employee is expected to report without delay for testing as instructed.
- B. An employee will be disciplined for refusal to take a test required herein, subject to said employee's rights to contest such action under applicable Civil Service or other laws, or under the procedures set forth in an applicable Collective Bargaining Agreement. The parties agree that an appropriate penalty for refusal in all cases is discharge.
- C. An employee on a previously scheduled approved leave, including but not limited to vacation or a scheduled day off, shall not be required to undergo a Drug or Alcohol test if his or her name is randomly selected during that period. In such an event, the alternate(s) shall be tested in the place of the employee on leave.

VI. CONSEQUENCES OF POSITIVE TEST RESULTS

- A. If the confirmation test results indicate an alcohol concentration equal to or greater than 0.02%, or if the employee has engaged in the prohibited use of a controlled substance as

defined herein, the employee will be removed from all duties and may be subject to discipline. No return to duty will be permitted until the employee has been evaluated by a substance abuse professional ("SAP") chosen by the County, has complied with any treatment recommendations, and has been cleared for return to duty by the "SAP." Thereafter, a "return to duty" alcohol or drug test must be performed with satisfactory results. A satisfactory result will be less than 0.02% blood alcohol concentration, and/or one that is verified as negative for all controlled substances.

- B. An employee who is referred by the SAP for treatment will be required to sign a Rehabilitation Agreement and a release permitting the County to obtain the employee's treatment records. The employee will be expected to comply with all treatment recommendations set forth in the Rehabilitation Agreement as a condition of further employment. Failure to follow treatment recommendations will result in the employee's termination upon the successful establishment of a disciplinary charge consistent with an applicable Collective Bargaining Agreement. During the period of treatment, the employee will be eligible to utilize his or her accumulated holiday and vacation leave. Thereafter, the employee shall not otherwise be compensated during the period of said employee's absence. Employees who test positive will be allowed one opportunity for treatment and counseling.
- C. Once the individual returns to duty, unannounced follow-up tests shall be conducted at such frequency and for such duration of time as the "SAP" recommends. All follow-up tests shall be given at any time during an employee's shift or no more than thirty (30) minutes before or thirty (30) minutes after an employee's shift. A positive test following the employee's return to work will result in the employee's termination upon the successful establishment of a disciplinary charge consistent with the Collective Bargaining Agreement, if applicable. The employee shall bear the cost of all follow-up tests. The Employer shall bear the cost of SAP and of any compliance monitoring (monitoring the employee's following of the treatment recommendations set forth in the Rehabilitation Plan).
- D. An employee who has a positive test may be subject to disciplinary action separate and apart from the employee's removal from duty. The County may, at its discretion, suspend any disciplinary action while an employee is undergoing inpatient substance abuse treatment. The suspended disciplinary action will remain pending during treatment and for a period after completion of the treatment as determined by the SAP. At the end of the suspension period, the disciplinary action may be continued or withdrawn.
- E. The Employer is not required and will not provide rehabilitation pay for treatment or counseling aside from that set forth in such employee's medical insurance program.

VII. PROCEDURE FOR HANDLING OF CONTROLLED SUBSTANCES AND PARAPHERNALIA

- A. In those cases where a supervisor discovers an employee who possesses what appears to be a controlled substance, illegally-used drug or alcohol, he/she will proceed as described above for instances where "reasonable suspicion" exists, and, if the substance in question appears to be a controlled substance or illegally-used drug, will in addition perform the following steps:
 1. Immediately confiscate the substance and all equipment or paraphernalia directly employed with the substance and wrap them in any available clean material (e.g., paper towel, copier paper, handkerchief). The supervisor will keep the package on his/her person or where he/she can be absolutely sure it cannot be tampered with.
 2. As soon as the supervisor can, he/she will put the wrapped materials, still in the wrapping, into a large envelope and seal the envelope completely. The supervisor's initials will be written over the seam of the envelope by the person to whom he/she turns it over.
 3. The supervisor will write the employee's name, his/her own name and the date at the top of the envelope, will promptly notify the Rockland County Sheriff's Department of their actions, and will turn the envelope over as soon as possible to County law enforcement officials. The supervisor will witness the signing and dating of the envelope by the person to whom he/she turns it over.

4. All persons who subsequently and for whatever reason have possession of the envelope will sign and date it in the presence of the previous supervisor.

VIII. VOLUNTARY TREATMENT

- A. Where a permanently appointed employee on his/her own behalf, or someone on his/her behalf, voluntarily informs his/her Department Head that he/she is experiencing problems with alcohol or drug use, who has not previously been the subject of a disciplinary penalty following applicable due process procedures, if any, for alcohol or drug use, and has not been involved in any conduct or occurrence which would require the employee to be tested pursuant to this policy, that employee will be afforded the opportunity to participate in an alcohol or drug rehabilitation program rather than being subjected to disciplinary action. Enrollment in an alcohol or drug program in lieu of disciplinary action shall only be available where the employee has never previously tested positive for drug or alcohol use while employed by the County.
- B. An unpaid leave of absence for treatment on an inpatient or outpatient basis will be granted for a period not to exceed sixty (60) days. The Department Head may approve an additional leave of thirty (30) days. The employee may use accumulated vacation time, holidays and other accrued leave time. The terms of the policy relative to said absences are not meant to affect or diminish those rights an Employer or an employee would otherwise be entitled to pursuant to Civil Service Law.
- C. An employee who chooses to participate in an outpatient program and who does not wish to take a leave of absence, may, at the discretion of the Department Head, for a defined, temporary period, continue with his/her duties either on regular assignment, reassignment or limited duty as deemed appropriate by the Department Head at his/her sole discretion. Nothing herein shall be deemed to create a right on the part of an employee to limited, reassigned or light duty. Such reassignment, light or limited duty shall only be provided if the Department Head deems it available within the Department. Reassignment, light or limited duty may not be assigned without consultation with the Department of Law.
- D. Return to work after completion of the program may only occur upon certification from the program that the employee has satisfactorily participated in the program, that the program recommends return to regular assignment, and that there is proof of no alcohol or drug use for a period of two (2) weeks prior to return to work. Upon return to work, the employee is subject to random drug/alcohol tests pursuant to the recommendation of the SAP. The final decision as to whether to permit an employee to return to work shall be made by the Department Head within two (2) weeks after receipt of the information from the program. In the event the Department Head determines not to permit the employee to return to work, any action taken by the County to implement this determination must be in accordance with any rights the employee has pursuant to New York State Civil Service Law and/or the applicable Collective Bargaining Agreement.
- E. Any employee who voluntarily chooses to participate in a program but fails to successfully complete the program or be recommended for return to work by the program or the Department Head shall be subject to other appropriate action, including disciplinary action and/or action pursuant to Civil Service Law Section 75. Before any such action is taken or commenced, there shall be a meeting with the employee, a Union Representative and the Department Head or his/her designee to discuss the employee's failure to complete the program.

IV. CONFIDENTIALITY AND MAINTENANCE OF RECORDS

- A. All employee testing records are confidential, and test results will only be released to the appointing authority, the County Attorney and the substance abuse professional (SAP). The substance abuse professional shall be either a licensed physician or a licensed or certified psychologist, social worker or addiction counselor certified by the National Association of Alcoholism and/or Drug Abuse Counselors Certification Commission. Any release of

information to others will only be allowed with the employee's consent.

B. Records shall be maintained by the Employer in accordance with the following time frames:

- | | |
|------------|---|
| One Year: | Negative and cancelled drug tests;
Negative breath tests; |
| Two Years: | Training records; |
| Five Years | Records relating to the breath and urine collection process:
Positive drug and alcohol test, including B.A.C. results of 0.02% or higher;
Documented refusals to test;
Records of equipment calibration;
Records relating to employee referrals to a SAP and any of their evaluations;
Copies of annual testing summaries. |

C. Any employee who is the subject of a drug test conducted under this policy shall, upon written request, have access to any records relating to his or her drug test and any records relating to the results of any relevant certification, review, and/or revocation-of-certification proceedings.

X. TRAINING

A. Supervisors and other persons designated to determine whether "reasonable suspicion" exists to require an employee to undergo "reasonable suspicion testing" must receive at least one (1) hour of training on alcohol misuse, and at least one (1) additional hour of training on controlled substance use, which they will use in making their determination. New supervisors shall receive such training within six (6) months of their appointment.

XI. NOTIFICATIONS

A. Every employee shall receive information about the signs, symptoms, and effects of alcohol misuse and controlled substance use, as well as a copy of the County's Policy and Procedures, the consequences of testing positive and whom to contact with the County to seek further information and/or assistance. Each employee shall be required to acknowledge in writing their receipt of this Drug and Alcohol Testing Policy and Procedure for Certain Employees in the Rockland County Sheriff's Department.

XII. MISCELLANEOUS

- A. An employee shall be paid for all time pertaining to an alcohol and/or drug test required pursuant to this Policy, including travel time to and from the test site. Such time shall be considered as time worked for the purposes of computing overtime and employee benefits.
- B. When a decision is made to test based upon "reasonable suspicion," the employee shall be advised that the employee may consult with legal counsel or a union representative. However, such consultation shall not unreasonably delay the testing process.
- C. The failure to contact an attorney and/or union representative shall not constitute grounds for an employee to refuse any alcohol or drug tests which may be required pursuant to the policy.
- D. Employees on standby or on call are subject to the same alcohol and drug prohibitions set forth herein for employees on duty.
- E. The substance abuse professional shall be either a licensed physician or a licensed or certified psychologist, social worker or addiction counselor certified by the National Association of Alcoholism and/or Drug Abuse Counselors Certification Commission.
- F. The Employer shall make available its Employee Assistance Program, which is capable of evaluating and resolving problems associated with the misuse of alcohol and controlled

- substances, for as long as an individual continues to be an employee.
- G. Any costs to the employee of the substance abuse professional not covered by medical insurance shall be borne by the Employer except as otherwise set forth herein.
 - H. If, as the result of a refusal or a positive test, the Employer believes that just cause for discipline exists, then corrective discipline may be sought.
 - I. In cases of a positive test where the Employer believes that just cause exists for discipline, the employee shall be served with a written notice of charges, as specified in the Collective Bargaining Agreement, but without any specific reference to a positive alcohol or drug test. Notwithstanding this requirement, the Employer shall not be prohibited from disclosing the results of a positive alcohol or drug test to a decision-maker in support of any disciplinary charge alleging a violation of this Drug and Alcohol Testing Policy.
 - J. In the case of a willful refusal to take a required alcohol or drug test, or in the case of a positive follow-up test after the employee has returned to work, or in the case of an employee's failure to comply with treatment recommendations set forth in a signed Rehabilitation Plan, the employee shall be subject to discipline in accordance with the disciplinary procedures of the Collective Bargaining Agreement or New York State law, whichever is applicable.
 - K. In the event that any portion of this Policy shall be found to be invalid by decision of a tribunal of competent jurisdiction, then such specific portions specified in such decision shall be of no force and effect. Upon the issuance of such a decision, then either party shall have the right to reopen negotiations with respect to a substitute for such portion of this policy involved.
 - L. Should any portion of the Policy be in conflict with the Collective Bargaining Agreement, then the applicable clause in the Policy shall be deemed superior to and shall supersede any other applicable part of the Collective Bargaining Agreement with which it conflicts.
 - M. The Employer shall have the right to contract with an Alcohol and Drug Compliance Service to implement and administer the Drug and Alcohol Testing Policy.

XIII. FORMS

- A. Acknowledgment of Receipt of Copy of Drug and Alcohol Testing Policy
- B. Rehabilitation Agreement
- C. Substance Abuse Consent and Information Release Form
- D. Urinalysis Information
- E. Behavioral Checklist for Possible Substance Abuse Problems

FORM A

**ACKNOWLEDGMENT OF RECEIPT OF COPY OF ROCKLAND
COUNTY'S DRUG AND ALCOHOL TESTING POLICY**

I, _____, hereby acknowledge that I have been given a copy of the Drug and Alcohol Testing Policy, and that my rights and responsibilities with respect to it were explained.

Signature of Employee/Volunteer

Date: _____

FORM B

REHABILITATION AGREEMENT

DATE _____

NAME _____

DEPARTMENT _____

Dear _____

On _____, 20___, Rockland County agreed to your request to seek counseling and referral by the Employee Assistance Program to a Rehabilitation Program for alcohol and/or drug abuse. The following conditions apply to your Rehabilitation Program:

1. You must authorize your treatment provider to provide to the County's EAP proof of enrollment in a Rehabilitation Program and proof of attendance at all required sessions on a monthly basis. Your attendance will be monitored closely and the County will institute appropriate disciplinary action if you do not regularly attend all sessions.
2. If you are absent from work during the rehabilitation period without prior authorization, you must promptly submit a written doctor's certificate explaining the reason for such absence. The County will take disciplinary action if you are absent as a result of alcohol or drug use.
3. You will pay for all costs of rehabilitation that are not covered under the County's medical plan.
4. Following the completion of your Rehabilitation program, the County will test you for alcohol and/or drug use on a basis to be determined by your Substance Abuse Professional (SAP). The County will take prompt disciplinary action if you refuse to submit to testing or if you test positive following your treatment.
5. You must comply with all of the SAP's recommendations for rehabilitation and follow-up treatment during your employment with the County. Your failure to do so will result in prompt disciplinary action.
6. You must meet all established standards of conduct and job performance. The County will institute appropriate disciplinary action if your on-the-job-conduct or job performance is unsatisfactory.

By your signature you agree to accept the above terms as conditions of your continued employment with the County of Rockland:

Signature _____

Date _____

FORM C

**SUBSTANCE ABUSE CONSENT AND
INFORMATION RELEASE FORM**

I understand that Rockland County's Drug and Alcohol Testing Policy requires that I provide a breath, hair, urine and/or blood sample for drug and/or alcohol testing. I hereby consent to such testing. I further authorize the testing laboratory to release my test results and related medical information to management officials and/or any outside reviewing agent chosen by Rockland County.

Employee

Witness

Date

Date

NOTE: The above information will be gathered by the drug testing laboratory at the time the sample is collected and will be used only for the purposes set forth in the Policy.

FORM D

URINALYSIS INFORMATION NOTICE

Pursuant to its written policy, Rockland County (the County) has directed you to provide a urine specimen for alcohol and/or drug testing. To ensure you are treated fairly and with dignity, the following safeguards have been adopted.

1. Prior Use of Legal Drugs

After testing, the County will afford applicants and employees the opportunity to list all prescription and non-prescription drugs they have used in the last thirty (30) days, and to provide medical documentation that same were taken pursuant to the directions of a physician's prescription, and to explain the circumstances surrounding their use.

2. Providing the Urine Specimen

You are required to provide at least forty-five (45) milliliters of urine. If at first you are unable to do so, collection personnel will give you eight (8) ounces of liquid every thirty (30) minutes until you are able to do so. You may provide your urine specimen in private. Neither the Employer nor the collection site personnel shall be required to observe the giving of a sample unless the employee has previously tampered with a test or the County has reason to suspect that the employee will tamper with the test or the employee has previously tested positive.

3. Accuracy of Test Results

The County has taken precautions to assure your test results are accurate. Those persons administering the test have been fully trained in their use. The County has retained the services of a laboratory that uses accepted testing procedures. The laboratory uses two (2) separate tests. If the first test produces a positive result, the laboratory will administer a second, more sophisticated test. This second test measures the exact molecules of each drug; every drug has a different molecular structure, just as each person has a different fingerprint. Only if the second test is also positive does the laboratory report a positive test result. Both the scientific and medical community agree that this combination of tests used by the laboratory produces extremely accurate results.

FORM E

REASONABLE SUSPICION OBSERVED BEHAVIOR DOCUMENTATION

(Use back of form, if necessary, to complete any portion.)

Employee Name: _____

Department: _____

Date: _____ Time: _____

Description of Events: _____

Description of Observed Behavior In All Appropriate Areas:

1. Speech: _____
2. Odor: _____
3. Balance: _____
4. Walking: _____
5. Standing: _____
6. Eyes: _____
7. Face: _____
8. Demeanor: _____
9. Awareness: _____
10. Other: _____

Witnessed by:

_____ Date/Time: _____

_____ Date/Time: _____

MRO Contact:

_____ Date/Time: _____

MRO Comments:

**CSEA
SALARY GRADE SCHEDULE
35 HOUR WORK WEEK
ARTICLE VIII, APPENDIX B, PART C
EFFECTIVE JANUARY 1, 2019 THROUGH JULY 31, 2020**

STEP	99/A	1/B	2/C	3/D	4/E	10/H	15/I	20/J	25/K
GR									
1		\$16.241546	\$16.710075	\$17.506571	\$18.279642	\$19.111280	\$19.919489	\$20.973678	\$21.875593
2	\$16.241546	\$16.710075	\$17.506571	\$18.279642	\$19.111280	\$19.919489	\$20.973678	\$21.875593	\$22.871214
3	\$16.710075	\$17.506571	\$18.279642	\$19.111280	\$19.919489	\$20.973678	\$21.875593	\$22.871214	\$23.925402
4	\$17.506571	\$18.279642	\$19.111280	\$19.919489	\$20.973678	\$21.875593	\$22.871214	\$23.925402	\$24.991303
5	\$18.279642	\$19.111280	\$19.919489	\$20.973678	\$21.875593	\$22.871214	\$23.925402	\$24.991303	\$26.150910
6	\$19.111280	\$19.919489	\$20.973678	\$21.875593	\$22.871214	\$23.925402	\$24.991303	\$26.150910	\$27.357367
7	\$19.919489	\$20.973678	\$21.875593	\$22.871214	\$23.925402	\$24.991303	\$26.150910	\$27.357367	\$28.716098
8	\$20.973678	\$21.875593	\$22.871214	\$23.925402	\$24.991303	\$26.150910	\$27.357367	\$28.716098	\$30.086541
9	\$21.875593	\$22.871214	\$23.925402	\$24.991303	\$26.150910	\$27.357367	\$28.716098	\$30.086541	\$31.445271
10	\$22.871214	\$23.925402	\$24.991303	\$26.150910	\$27.357367	\$28.716098	\$30.086541	\$31.445271	\$32.921134
11	\$23.925402	\$24.991303	\$26.150910	\$27.357367	\$28.716098	\$30.086541	\$31.445271	\$32.921134	\$34.502416
12	\$24.991303	\$26.150910	\$27.357367	\$28.716098	\$30.086541	\$31.445271	\$32.921134	\$34.502416	\$35.989991
13	\$26.150910	\$27.357367	\$28.716098	\$30.086541	\$31.445271	\$32.921134	\$34.502416	\$35.989991	\$37.852390
14	\$27.357367	\$28.716098	\$30.086541	\$31.445271	\$32.921134	\$34.502416	\$35.989991	\$37.852390	\$39.574227
15	\$28.716098	\$30.086541	\$31.445271	\$32.921134	\$34.502416	\$35.989991	\$37.852390	\$39.574227	\$41.460051
16	\$30.086541	\$31.445271	\$32.921134	\$34.502416	\$35.989991	\$37.852390	\$39.574227	\$41.460051	\$43.486435
17	\$31.445271	\$32.921134	\$34.502416	\$35.989991	\$37.852390	\$39.574227	\$41.460051	\$43.486435	\$45.501105
18	\$32.921134	\$34.502416	\$35.989991	\$37.852390	\$39.574227	\$41.460051	\$43.486435	\$45.501105	\$47.703184
19	\$34.502416	\$35.989991	\$37.852390	\$39.574227	\$41.460051	\$43.486435	\$45.501105	\$47.703184	\$50.069249
20	\$35.989991	\$37.852390	\$39.574227	\$41.460051	\$43.486435	\$45.501105	\$47.703184	\$50.069249	\$52.423600
21	\$37.852390	\$39.574227	\$41.460051	\$43.486435	\$45.501105	\$47.703184	\$50.069249	\$52.423600	\$54.918512
22	\$39.574227	\$41.460051	\$43.486435	\$45.501105	\$47.703184	\$50.069249	\$52.423600	\$54.918512	\$57.624258
23	\$41.460051	\$43.486435	\$45.501105	\$47.703184	\$50.069249	\$52.423600	\$54.918512	\$57.624258	\$60.388573
24	\$43.486435	\$45.501105	\$47.703184	\$50.069249	\$52.423600	\$54.918512	\$57.624258	\$60.388573	\$63.352009
25	\$45.501105	\$47.703184	\$50.069249	\$52.423600	\$54.918512	\$57.624258	\$60.388573	\$63.352009	\$66.397441
26	\$47.703184	\$50.069249	\$52.423600	\$54.918512	\$57.624258	\$60.388573	\$63.352009	\$66.397441	\$69.712273
27	\$50.069249	\$52.423600	\$54.918512	\$57.624258	\$60.388573	\$63.352009	\$66.397441	\$69.712273	\$73.155953

**CSEA
SALARY GRADE SCHEDULE
35 HOUR WORK WEEK
ARTICLE VIII, APPENDIX B, PART C
EFFECTIVE AUGUST 1, 2020 THROUGH JULY 31, 2021**

STEP	99/A	1/B	2/C	3/D	4/E	10/H	15/I	20/J	25/K
GR									
1		\$16.728792	\$17.211377	\$18.031768	\$18.828031	\$19.684618	\$20.517074	\$21.602888	\$22.531861
2	\$16.728792	\$17.211377	\$18.031768	\$18.828031	\$19.684618	\$20.517074	\$21.602888	\$22.531861	\$23.557350
3	\$17.211377	\$18.031768	\$18.828031	\$19.684618	\$20.517074	\$21.602888	\$22.531861	\$23.557350	\$24.643164
4	\$18.031768	\$18.828031	\$19.684618	\$20.517074	\$21.602888	\$22.531861	\$23.557350	\$24.643164	\$25.741042
5	\$18.828031	\$19.684618	\$20.517074	\$21.602888	\$22.531861	\$23.557350	\$24.643164	\$25.741042	\$26.935437
6	\$19.684618	\$20.517074	\$21.602888	\$22.531861	\$23.557350	\$24.643164	\$25.741042	\$26.935437	\$28.178088
7	\$20.517074	\$21.602888	\$22.531861	\$23.557350	\$24.643164	\$25.741042	\$26.935437	\$28.178088	\$29.577581
8	\$21.602888	\$22.531861	\$23.557350	\$24.643164	\$25.741042	\$26.935437	\$28.178088	\$29.577581	\$30.989137
9	\$22.531861	\$23.557350	\$24.643164	\$25.741042	\$26.935437	\$28.178088	\$29.577581	\$30.989137	\$32.388629
10	\$23.557350	\$24.643164	\$25.741042	\$26.935437	\$28.178088	\$29.577581	\$30.989137	\$32.388629	\$33.908768
11	\$24.643164	\$25.741042	\$26.935437	\$28.178088	\$29.577581	\$30.989137	\$32.388629	\$33.908768	\$35.537488
12	\$25.741042	\$26.935437	\$28.178088	\$29.577581	\$30.989137	\$32.388629	\$33.908768	\$35.537488	\$37.069691
13	\$26.935437	\$28.178088	\$29.577581	\$30.989137	\$32.388629	\$33.908768	\$35.537488	\$37.069691	\$38.987962
14	\$28.178088	\$29.577581	\$30.989137	\$32.388629	\$33.908768	\$35.537488	\$37.069691	\$38.987962	\$40.761454
15	\$29.577581	\$30.989137	\$32.388629	\$33.908768	\$35.537488	\$37.069691	\$38.987962	\$40.761454	\$42.703853
16	\$30.989137	\$32.388629	\$33.908768	\$35.537488	\$37.069691	\$38.987962	\$40.761454	\$42.703853	\$44.791028
17	\$32.388629	\$33.908768	\$35.537488	\$37.069691	\$38.987962	\$40.761454	\$42.703853	\$44.791028	\$46.866138
18	\$33.908768	\$35.537488	\$37.069691	\$38.987962	\$40.761454	\$42.703853	\$44.791028	\$46.866138	\$49.134280
19	\$35.537488	\$37.069691	\$38.987962	\$40.761454	\$42.703853	\$44.791028	\$46.866138	\$49.134280	\$51.571326
20	\$37.069691	\$38.987962	\$40.761454	\$42.703853	\$44.791028	\$46.866138	\$49.134280	\$51.571326	\$53.996308
21	\$38.987962	\$40.761454	\$42.703853	\$44.791028	\$46.866138	\$49.134280	\$51.571326	\$53.996308	\$56.566067
22	\$40.761454	\$42.703853	\$44.791028	\$46.866138	\$49.134280	\$51.571326	\$53.996308	\$56.566067	\$59.352986
23	\$42.703853	\$44.791028	\$46.866138	\$49.134280	\$51.571326	\$53.996308	\$56.566067	\$59.352986	\$62.200230
24	\$44.791028	\$46.866138	\$49.134280	\$51.571326	\$53.996308	\$56.566067	\$59.352986	\$62.200230	\$65.252569
25	\$46.866138	\$49.134280	\$51.571326	\$53.996308	\$56.566067	\$59.352986	\$62.200230	\$65.252569	\$68.389364
26	\$49.134280	\$51.571326	\$53.996308	\$56.566067	\$59.352986	\$62.200230	\$65.252569	\$68.389364	\$71.803641
27	\$51.571326	\$53.996308	\$56.566067	\$59.352986	\$62.200230	\$65.252569	\$68.389364	\$71.803641	\$75.350632

**CSEA
SALARY GRADE SCHEDULE
35 HOUR WORK WEEK
ARTICLE VIII, APPENDIX B, PART C
EFFECTIVE AUGUST 1, 2021 THROUGH DECEMBER 31, 2021**

STEP	99/A	1/B	2/C	3/D	4/E	10/H	15/I	20/J	25/K
GR									
1		\$17.230656	\$17.727718	\$18.572721	\$19.392872	\$20.275157	\$21.132586	\$22.250975	\$23.207817
2	\$17.230656	\$17.727718	\$18.572721	\$19.392872	\$20.275157	\$21.132586	\$22.250975	\$23.207817	\$24.264071
3	\$17.727718	\$18.572721	\$19.392872	\$20.275157	\$21.132586	\$22.250975	\$23.207817	\$24.264071	\$25.382459
4	\$18.572721	\$19.392872	\$20.275157	\$21.132586	\$22.250975	\$23.207817	\$24.264071	\$25.382459	\$26.513273
5	\$19.392872	\$20.275157	\$21.132586	\$22.250975	\$23.207817	\$24.264071	\$25.382459	\$26.513273	\$27.743500
6	\$20.275157	\$21.132586	\$22.250975	\$23.207817	\$24.264071	\$25.382459	\$26.513273	\$27.743500	\$29.023431
7	\$21.132586	\$22.250975	\$23.207817	\$24.264071	\$25.382459	\$26.513273	\$27.743500	\$29.023431	\$30.464908
8	\$22.250975	\$23.207817	\$24.264071	\$25.382459	\$26.513273	\$27.743500	\$29.023431	\$30.464908	\$31.918811
9	\$23.207817	\$24.264071	\$25.382459	\$26.513273	\$27.743500	\$29.023431	\$30.464908	\$31.918811	\$33.360288
10	\$24.264071	\$25.382459	\$26.513273	\$27.743500	\$29.023431	\$30.464908	\$31.918811	\$33.360288	\$34.926031
11	\$25.382459	\$26.513273	\$27.743500	\$29.023431	\$30.464908	\$31.918811	\$33.360288	\$34.926031	\$36.603613
12	\$26.513273	\$27.743500	\$29.023431	\$30.464908	\$31.918811	\$33.360288	\$34.926031	\$36.603613	\$38.181782
13	\$27.743500	\$29.023431	\$30.464908	\$31.918811	\$33.360288	\$34.926031	\$36.603613	\$38.181782	\$40.157601
14	\$29.023431	\$30.464908	\$31.918811	\$33.360288	\$34.926031	\$36.603613	\$38.181782	\$40.157601	\$41.984298
15	\$30.464908	\$31.918811	\$33.360288	\$34.926031	\$36.603613	\$38.181782	\$40.157601	\$41.984298	\$43.984969
16	\$31.918811	\$33.360288	\$34.926031	\$36.603613	\$38.181782	\$40.157601	\$41.984298	\$43.984969	\$46.134759
17	\$33.360288	\$34.926031	\$36.603613	\$38.181782	\$40.157601	\$41.984298	\$43.984969	\$46.134759	\$48.272122
18	\$34.926031	\$36.603613	\$38.181782	\$40.157601	\$41.984298	\$43.984969	\$46.134759	\$48.272122	\$50.608308
19	\$36.603613	\$38.181782	\$40.157601	\$41.984298	\$43.984969	\$46.134759	\$48.272122	\$50.608308	\$53.118466
20	\$38.181782	\$40.157601	\$41.984298	\$43.984969	\$46.134759	\$48.272122	\$50.608308	\$53.118466	\$55.616197
21	\$40.157601	\$41.984298	\$43.984969	\$46.134759	\$48.272122	\$50.608308	\$53.118466	\$55.616197	\$58.263049
22	\$41.984298	\$43.984969	\$46.134759	\$48.272122	\$50.608308	\$53.118466	\$55.616197	\$58.263049	\$61.133576
23	\$43.984969	\$46.134759	\$48.272122	\$50.608308	\$53.118466	\$55.616197	\$58.263049	\$61.133576	\$64.066237
24	\$46.134759	\$48.272122	\$50.608308	\$53.118466	\$55.616197	\$58.263049	\$61.133576	\$64.066237	\$67.210146
25	\$48.272122	\$50.608308	\$53.118466	\$55.616197	\$58.263049	\$61.133576	\$64.066237	\$67.210146	\$70.441045
26	\$50.608308	\$53.118466	\$55.616197	\$58.263049	\$61.133576	\$64.066237	\$67.210146	\$70.441045	\$73.957750
27	\$53.118466	\$55.616197	\$58.263049	\$61.133576	\$64.066237	\$67.210146	\$70.441045	\$73.957750	\$77.611151

CSEA
SALARY GRADE SCHEDULE
40 HOUR WORK WEEK
ARTICLE VIII, APPENDIX B, PART C
EFFECTIVE JANUARY 1, 2019 THROUGH JULY 31, 2020

STEP	99/A	1/B	2/C	3/D	4/E	10/H	15/I	20/J	25/K
GR									
41		\$14.390862	\$14.683692	\$15.433336	\$16.042421	\$16.874059	\$17.518285	\$18.408488	\$19.111280
42	\$14.390862	\$14.683692	\$15.433336	\$16.042421	\$16.874059	\$17.518285	\$18.408488	\$19.111280	\$20.036622
43	\$14.683692	\$15.433336	\$16.042421	\$16.874059	\$17.518285	\$18.408488	\$19.111280	\$20.036622	\$21.102522
44	\$15.433336	\$16.042421	\$16.874059	\$17.518285	\$18.408488	\$19.111280	\$20.036622	\$21.102522	\$21.981012
45	\$16.042421	\$16.874059	\$17.518285	\$18.408488	\$19.111280	\$20.036622	\$21.102522	\$21.981012	\$22.941493
46	\$16.874059	\$17.518285	\$18.408488	\$19.111280	\$20.036622	\$21.102522	\$21.981012	\$22.941493	\$23.995682
47	\$17.518285	\$18.408488	\$19.111280	\$20.036622	\$21.102522	\$21.981012	\$22.941493	\$23.995682	\$25.213852
48	\$18.408488	\$19.111280	\$20.036622	\$21.102522	\$21.981012	\$22.941493	\$23.995682	\$25.213852	\$26.420313
49	\$19.111280	\$20.036622	\$21.102522	\$21.981012	\$22.941493	\$23.995682	\$25.213852	\$26.420313	\$27.638485
50	\$20.036622	\$21.102522	\$21.981012	\$22.941493	\$23.995682	\$25.213852	\$26.420313	\$27.638485	\$28.880083
51	\$21.102522	\$21.981012	\$22.941493	\$23.995682	\$25.213852	\$26.420313	\$27.638485	\$28.880083	\$30.309093
52	\$21.981012	\$22.941493	\$23.995682	\$25.213852	\$26.420313	\$27.638485	\$28.880083	\$30.309093	\$31.702963
53	\$22.941493	\$23.995682	\$25.213852	\$26.420313	\$27.638485	\$28.880083	\$30.309093	\$31.702963	\$33.108545
54	\$23.995682	\$25.213852	\$26.420313	\$27.638485	\$28.880083	\$30.309093	\$31.702963	\$33.108545	\$34.678113
55	\$25.213852	\$26.420313	\$27.638485	\$28.880083	\$30.309093	\$31.702963	\$33.108545	\$34.678113	\$36.423379
56	\$26.420313	\$27.638485	\$28.880083	\$30.309093	\$31.702963	\$33.108545	\$34.678113	\$36.423379	\$38.203785
57	\$27.638485	\$28.880083	\$30.309093	\$31.702963	\$33.108545	\$34.678113	\$36.423379	\$38.203785	\$39.949051
58	\$28.880083	\$30.309093	\$31.702963	\$33.108545	\$34.678113	\$36.423379	\$38.203785	\$39.949051	\$41.870014
59	\$30.309093	\$31.702963	\$33.108545	\$34.678113	\$36.423379	\$38.203785	\$39.949051	\$41.870014	\$43.896397
60	\$31.702963	\$33.108545	\$34.678113	\$36.423379	\$38.203785	\$39.949051	\$41.870014	\$43.896397	\$45.911065
61	\$33.108545	\$34.678113	\$36.423379	\$38.203785	\$39.949051	\$41.870014	\$43.896397	\$45.911065	\$48.101433
62	\$34.678113	\$36.423379	\$38.203785	\$39.949051	\$41.870014	\$43.896397	\$45.911065	\$48.101433	\$50.455784
63	\$36.423379	\$38.203785	\$39.949051	\$41.870014	\$43.896397	\$45.911065	\$48.101433	\$50.455784	\$52.880415
64	\$38.203785	\$39.949051	\$41.870014	\$43.896397	\$45.911065	\$48.101433	\$50.455784	\$52.880415	\$55.527597
65	\$39.949051	\$41.870014	\$43.896397	\$45.911065	\$48.101433	\$50.455784	\$52.880415	\$55.527597	\$58.280197
66	\$41.870014	\$43.896397	\$45.911065	\$48.101433	\$50.455784	\$52.880415	\$55.527597	\$58.280197	\$61.067938
67	\$43.896397	\$45.911065	\$48.101433	\$50.455784	\$52.880415	\$55.527597	\$58.280197	\$61.067938	\$64.007949

**CSEA
SALARY GRADE SCHEDULE
40 HOUR WORK WEEK
ARTICLE VIII, APPENDIX B, PART C
EFFECTIVE AUGUST 1, 2020 THROUGH JULY 31, 2021**

STEP	99/A	1/B	2/C	3/D	4/E	10/H	15/I	20/J	25/K
GR									
41		\$14.822588	\$15.124203	\$15.896336	\$16.523694	\$17.380281	\$18.043834	\$18.960743	\$19.684618
42	\$14.822588	\$15.124203	\$15.896336	\$16.523694	\$17.380281	\$18.043834	\$18.960743	\$19.684618	\$20.637721
43	\$15.124203	\$15.896336	\$16.523694	\$17.380281	\$18.043834	\$18.960743	\$19.684618	\$20.637721	\$21.735598
44	\$15.896336	\$16.523694	\$17.380281	\$18.043834	\$18.960743	\$19.684618	\$20.637721	\$21.735598	\$22.640442
45	\$16.523694	\$17.380281	\$18.043834	\$18.960743	\$19.684618	\$20.637721	\$21.735598	\$22.640442	\$23.629738
46	\$17.380281	\$18.043834	\$18.960743	\$19.684618	\$20.637721	\$21.735598	\$22.640442	\$23.629738	\$24.715552
47	\$18.043834	\$18.960743	\$19.684618	\$20.637721	\$21.735598	\$22.640442	\$23.629738	\$24.715552	\$25.970268
48	\$18.960743	\$19.684618	\$20.637721	\$21.735598	\$22.640442	\$23.629738	\$24.715552	\$25.970268	\$27.212922
49	\$19.684618	\$20.637721	\$21.735598	\$22.640442	\$23.629738	\$24.715552	\$25.970268	\$27.212922	\$28.467640
50	\$20.637721	\$21.735598	\$22.640442	\$23.629738	\$24.715552	\$25.970268	\$27.212922	\$28.467640	\$29.746485
51	\$21.735598	\$22.640442	\$23.629738	\$24.715552	\$25.970268	\$27.212922	\$28.467640	\$29.746485	\$31.218366
52	\$22.640442	\$23.629738	\$24.715552	\$25.970268	\$27.212922	\$28.467640	\$29.746485	\$31.218366	\$32.654052
53	\$23.629738	\$24.715552	\$25.970268	\$27.212922	\$28.467640	\$29.746485	\$31.218366	\$32.654052	\$34.101801
54	\$24.715552	\$25.970268	\$27.212922	\$28.467640	\$29.746485	\$31.218366	\$32.654052	\$34.101801	\$35.718456
55	\$25.970268	\$27.212922	\$28.467640	\$29.746485	\$31.218366	\$32.654052	\$34.101801	\$35.718456	\$37.516080
56	\$27.212922	\$28.467640	\$29.746485	\$31.218366	\$32.654052	\$34.101801	\$35.718456	\$37.516080	\$39.349899
57	\$28.467640	\$29.746485	\$31.218366	\$32.654052	\$34.101801	\$35.718456	\$37.516080	\$39.349899	\$41.147523
58	\$29.746485	\$31.218366	\$32.654052	\$34.101801	\$35.718456	\$37.516080	\$39.349899	\$41.147523	\$43.126114
59	\$31.218366	\$32.654052	\$34.101801	\$35.718456	\$37.516080	\$39.349899	\$41.147523	\$43.126114	\$45.213289
60	\$32.654052	\$34.101801	\$35.718456	\$37.516080	\$39.349899	\$41.147523	\$43.126114	\$45.213289	\$47.288397
61	\$34.101801	\$35.718456	\$37.516080	\$39.349899	\$41.147523	\$43.126114	\$45.213289	\$47.288397	\$49.544476
62	\$35.718456	\$37.516080	\$39.349899	\$41.147523	\$43.126114	\$45.213289	\$47.288397	\$49.544476	\$51.969458
63	\$37.516080	\$39.349899	\$41.147523	\$43.126114	\$45.213289	\$47.288397	\$49.544476	\$51.969458	\$54.466827
64	\$39.349899	\$41.147523	\$43.126114	\$45.213289	\$47.288397	\$49.544476	\$51.969458	\$54.466827	\$57.193425
65	\$41.147523	\$43.126114	\$45.213289	\$47.288397	\$49.544476	\$51.969458	\$54.466827	\$57.193425	\$60.028603
66	\$43.126114	\$45.213289	\$47.288397	\$49.544476	\$51.969458	\$54.466827	\$57.193425	\$60.028603	\$62.899976
67	\$45.213289	\$47.288397	\$49.544476	\$51.969458	\$54.466827	\$57.193425	\$60.028603	\$62.899976	\$65.928187

INDEX

Subject	Page
Abandonment of Position.....	5
Absence	5,15,17,23
Accrual Report	25
Adverse Material	27
Affirmation Not to Strike	1
Agency Shop	6
Anniversary Date (Definition).....	23
Annual Increments	36,37,39,40
Appointing Authority (Definition)	23
Appropriate Negotiating Unit.....	1-2
Arbitrator Expenses	5,33
Arbitrator Selection	4,33
Basic Work Period	9
Basic Work Week	8-9
Bereavement Leave	18
Breaks (Rest Periods)	25
Bulletin Boards	24
Bumping	28-29
Call-in Pay.....	11
Child Rearing Leave.....	19
Civil Service Examination Leave	17
Clean-Up Period	26
Compensatory Time.....	11,26
Continuous Service (Definition)	23
Court Attendance	16-17
Day of Rest (Definition)	23
Deductions	6
Definitions.....	23
Definitions (Grievance & Disciplinary Procedure)	34-35
Demotion	23,31,39
Dental Plan.....	20,21
Deputy Duties.....	41
Disciplinary Action/Discipline	3,4,5,15,22,39
Disciplinary Procedure	3,4,23,27,31-35
Dues Deductions	6
Duplicate Family Coverage	21
Drug and Alcohol Testing Policy	29,74-88
Educational Leave	12,17
Effective Date of Agreement	29
Emergency (Definition)	23
Emergency Declaration	26
Employee (Definition)	23,34
Evaluations, Performance	27,40
Extended Sick Leave.....	16,19
FMLA (Family Medical Leave Act)	19
General Provisions.....	24-28
Grade Allocations	36,37,39,40,42-72
Grievance (Definition).....	23
Grievance and Disciplinary Procedure	3,4,23,31-35

INDEX

<u>Subject</u>	<u>Page</u>
Health Insurance.....	19-22
Duplicate Family Coverage	21
Lag for New Hires.....	21
New Hire Contribution.....	20-21
Buyout.....	21-22
HMO	20
Holidays.....	12-13
Hours of Work	9-10
Increments.....	36,37,38,39,40,41
Insubordination.....	24,27
Job Opportunity Notice.....	26
Jury Duty	16-17
Layoff	14,28,29,39
Labor Management Committee	5
Leave (Definition)	23
Leave Credits.....	12-18,22,24,25,28
Leave of Absence with Pay	11,12-18,23,24
Leave of Absence without Pay	5,12,19,22
Legislative Approval.....	29
Letters of Reprimand	5,27
Longevity Increments	36,37,39,40-41
Maternity Leave	19
Meal Allowance	25
Meal Provisions	25
Medical Insurance	19-22
Lag for New Hires.....	21
New Hire Contribution	20-21
Buyout.....	21-22
Membership Dues.....	6
Mileage Allowance	25
Mileage Chart	28,73
Military Leave	17
Negotiating Committee	4
Negotiating Unit.....	1
No Strike Pledge	1
Optical (Vision) Plan	20
Overtime.....	8,9,10-12,23,25
Part-Time.....	2,9,12,18,20,21,23,40
Parties to Agreement	1
Paycheck Distribution	26
Performance Evaluations	27,28,40
Personal Leave.....	16
Personnel Files.....	5,27
Position Allocation List	42-72
Postings	24,26
Promotion (Definition)	23
Promotion	26,36,39

INDEX

Subject	Page
Reallocation.....	7-8,37,40
Reappointment	39
Recall	29
Reclassification	26,37-38
Recognition Clause	1-2
Reduction in Force	28-29
Reinstatements	5,13,40
Release Time	4,28
Representative (Definition)	23,34
Reprimand	5,27
Responsibility of Employer.....	2-3
Responsibility of Employees & the Union	3-5
Rest Periods	25
Retirement (NYSRS)	22
Retreat	29
Retroactivity	7
Salary Grade Allocations	37,41,42-74
Salary Grade Schedules	89-93
Salary Plan	7-8,36-41
Scope of Agreement	2
Section 75/Section 76.....	4-5
Seniority (Definition)	23,28
Seniority	10,13,28-29
Shift Assignments	8,10
Shift Differential.....	8
Sick Leave.....	14-16
Split Shift.....	10
Stand-By Time.....	12
Suspension Without Pay.....	4,22
Transfers.....	3,14,15,16,22,23,36,39,40
Travel Time	28,73
Tuition Reimbursement	26-27
Uniforms	24
Union Activities	3,4
Union Release Time	4,28
Union Representatives	3-4,23,31,34
Unit Definition.....	1-2
Vacation.....	13-14
Vision Plan	20
Workweek – Work Period	8-10
Workers Compensation (Wage Continuation Plan-Work Related)	17-18
Working Environment	24
Working Retirees.....	2