

AGREEMENT

by and between the

COUNTY OF TOMPKINS

and the

TOMPKINS COUNTY UNIT, LOCAL 855

of

**THE CIVIL SERVICE
EMPLOYEES' ASSOCIATION, INC.
Local 1000, AFSCME, AFL-CIO**

**AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES**

WHITE COLLAR UNIT

JANUARY 1, 2008 – DECEMBER 31, 2008

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SECTION 1 - INTRODUCTION

This settlement, effective the first day of January 2008, shall remain in force and effect through December 31, 2008. The County of Tompkins shall hereinafter be referred to as the County, and the Tompkins County White Collar Unit of Tompkins County CSEA Local 855 of CSEA/AFSCME shall hereinafter be referred to as the Union or CSEA.

The Public Employees Fair Employment Act of the State of New York, the other provisions of the Civil Service Laws, and local laws or resolutions now or hereinafter adopted by the County which are not inconsistent with said Act shall govern the terms of this settlement.

The subsequent Articles contained in this Agreement may be separately re-opened for negotiations with no effect on the whole, provided both the Union and the County agree to re-open the issue and no change will be adopted to become part of this Agreement except by majority vote of the Union membership in favor of doing so.

SECTION 2 - RECOGNITION

The County recognizes the Tompkins County White Collar Unit of Civil Service Employees' Association, Inc., AFSCME Local 1000, AFL/CIO as the sole and exclusive representative for all employees excluding CSEA Blue Collar Unit employees, elected officials, Sheriff's Department employees, managerial and confidential employees. (See Appendixs B, C and D for titles covered by this agreement.)

The Union affirms that it does not assert the right to strike against the employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct or to participate in such a strike, in accordance with Section 210 of the Public Employees Fair Employment Act.

Dues and Agency Fee Deduction - The County shall accord the Union a deduction on its payroll for membership dues as authorized by the employees, in writing, to the Comptroller's Office and Agency fees for all other non-member employees of the Unit. Agency Fee deduction shall take place for all non-member employees represented by this agreement regardless of full-time, part-time or temporary status except Board of Elections Clerks. No other unrecognized employee organization shall be accorded any such payroll privilege. The fiscal officer making such dues deduction shall transmit these amounts to: CSEA, Capitol Station, Box 7125, Albany, New York 12224.

If a change in the amount of dues or Agency fees to be deducted occurs, the Union shall notify the employer of such change and within two pay periods from the date of notification the County shall implement said amount change.

The CSEA shall indemnify and hold the employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or for reason of, action taken by the employer, in reliance upon payroll deduction authorization cards submitted by CSEA to the employer.

SECTION 3 - AGENCY SHOP

The Tompkins County White Collar Unit of Tompkins County CSEA Local 855 of CSEA/AFSCME is an agency shop; as a condition of employment with the County, all non-exempt employees represented by the Unit who are not members of the Union will have an agency fee deducted through payroll as described in Section 2 of this Agreement. The said fee will be equal to the amount of membership dues.

SECTION 4 - EMPLOYEE DEFINITION

The following definitions are to be used only and solely for interpreting the provisions of this contract and do not relate to any other rule, policy, or law.

- 1) Full-time employee - All employees are to be considered full-time employees unless they come under one of the following definitions:
 - a) Part-time employees: Part-time employment means any employment or combination of employments in Tompkins County in which an individual works less than fifty percent of the time prescribed as a normal work week by the appropriate governing body or other appropriate authority of the civil division. Any part-time position which is utilized equivalent to a full-time position more than 6 months in a 12 month interval shall be converted to a full-time position with appropriate compensation.

b) Temporary employees: A temporary employee is a person hired for a period not exceeding one month when the need for such service is important and urgent. A temporary appointment may be made for a period exceeding one month under the following circumstances only:

When an employee is on a leave of absence from his/her position, a temporary appointment to such position may be made for a period not exceeding the authorized duration of such leave of absence as prescribed by statute or rule. Temporary employees shall be given 30 calendar days notice prior to the extension or termination of their appointment.

c) Seasonal employees: A seasonal employee is a person hired to fill a position where the nature of the service is such that it is not continuous throughout the year but recurs in each successive year.

d) Sub-contracting employees: The County and the Union agree that sub-contracting is undesirable. However, the County and the Union agree that no person other than those normally employed shall perform the work normally done by a member of the bargaining unit except in cases of emergency as determined by the County and the Union, or if such work is beyond the scope of the work currently being performed by County employees. Whenever the Employer proposes to sub-contract work or services normally performed by bargaining unit employees, the Union will be notified no later than thirty (30) calendar days prior to the date of sub-contracting and the Union will have the right to meet with the Employer to negotiate the proposed action. The time requirement may be waived by mutual agreement.

SECTION 5 - COMPENSATION

1. Job titles by labor grade and salary, are attached (see Appendix B, C and D)
2. Annual Salary Increase
 - a) Effective January 1, 2008, the annual salary schedule will increase by 3.0% - retroactive payment to all current employees on payroll on the date of ratification of the agreement by both parties.
 - b) All newly hired employees will receive the Hire Rate in their labor grade until a nine (9) month training period has been completed.
 - c) Employees promoted and moving to a new labor grade will receive the Hire Rate for the new labor grade until the training period set forth above has been completed. If the Hire Rate of the new position is less than the Working Rate of the previous position, the employee will receive the Working Rate of the previous position plus 2% during the training period.
 - d) Longevity Payments:

Longevity payments based on all time in service will be made to employees annually using the following schedule:

Upon completion of:	2008
10 – 14 years of service	\$400.00
15 – 19 years of service	\$450.00
20 – 24 years of service	\$500.00
25 years or over	\$550.00

Employees receive Longevity payments in the pay period following their fringe date. For part-time employees the Longevity payment will be pro-rated (See Benefits Applicability Section 10).

3. Shift Premiums

a) The County will pay shift premiums to all employees who are assigned to work a regularly scheduled full second and/or third shift as follows:

\$.85 per hour, for the life of the contract.

b) Definitions of Shifts:

i) First Shift (day shift): Any shift starting from 6:00a.m. through 11:59 a.m.

ii) Second Shift (evening shift): Any shift starting from 12:00 noon through 4:59 p.m.

iii) Third Shift (night shift): Any shift starting from 5:00 p.m. through 5:59 a.m.

4. Salary for Part-time employees

Payment for part-time employees will be made on the basis of the annual salary for the classification concerned divided by the department's standard annual work hours.

5. Salary for Rehired or Reinstated Employees

Any person rehired or reinstated within one (1) year from the date of resignation/removal in the same classification will be rehired at the Working Rate if the training period was served prior to resignation/removal. If the training period was not completely served, the employee will be rehired at the Hire Rate and serve the balance of the training period before moving to the Working Rate of the classification.

6. Transfer

If an employee transfers in the same title to another County department he/she shall remain at the same salary level in that grade. All other eligible transfers shall be hired at the Hire Rate.

7. Voluntary Demotion

If an employee is permitted to take a voluntary demotion after having been promoted, and he/she returns to his/her former position, he/she will return to the salary he/she would have been earning had he/she never taken the promotion.

8. Overtime Compensation for Non-Exempt Employees

a) All overtime must be prior approved by a department head or his/her designee. The County will pay overtime in accordance with the Fair Labor Standards Act as long as said act has legal force and effect over the County.

b) For non-exempt employees with a 40 hour work week, time and a half will be paid for all hours worked over 40 in any work week.

c) For non-exempt employees working a 35 hour work week, if the employee works between 35 and 40 hours in a work week, all hours worked over 35 and up to 40 would go into their compensatory time off bank. If the hours paid in the work week exceeded 40, the employee shall receive straight time earnings for all hours between 35 and 40, and time and a half for all hours worked over 40. Compensatory time off may be accumulated to a maximum of the equivalent of two weeks of regularly scheduled workweek hours.

d) When it is impracticable to grant compensatory time off within a reasonable period, the department head shall recommend that payment be made through the County's overtime approval process, upon approval of the Committee responsible for the Personnel function.

e) Payment beyond the provisions of the Fair Labor Standards Act may be provided for in this contract.

9. On-Call

a) On Call – Department of Social Services

- i) Two hours of pay at the employee's regular compensation rate for each day of on-call time from Monday through Friday.
- ii) Four hours of pay at the employee's regular compensation rate for each day of on-call time for Saturday and Sunday.
- iii) Seven hours of pay at the employee's regular compensation rate for each holiday. When a holiday falls on a Saturday or Sunday and the legal holiday is celebrated on Friday or Monday, the employee will be paid at the holiday rate for both days, i.e., Friday, Saturday or Sunday and Monday.

On-call employees will be paid straight time for hours between 35 and 40, and at time and one-half over 40 hours in a payroll week. On-call hours as defined in 9i, ii, and iii above are not included in calculating the overtime rate.

All qualified employees in the Department of Social Services with one year of service in their respective department, or equivalent, and who have completed training for serving on-call, or who are scheduled for training for serving on-call prior to the time they will have to render on-call services, shall be eligible to serve on-call.

The department head or designee will post every three (3) months a list for volunteers to sign up for on-call. Should the list not be completed by volunteers, the department head will assign eligible employees to the list in inverse order of seniority to serve on-call time. Seniority will be determined by the date the employee is appointed to any Caseworker or any Nursing title, either permanently, provisionally or temporarily, within the last two years.

An employee who has taken on-call or been assigned on-call will not be assigned by the department head to take on-call again until all eligible on-call employees have been assigned. The eligible on-call list shall be established and conspicuously posted by January 31 of each year.

Persons who became eligible to be assigned to on-call during the life of an existing on-call list will be added to the eligible list at the time a new on-call sign-up sheet is posted. In an emergency, the department head may assign an eligible employee to the on-call schedule after the point he/she becomes eligible but prior to the posting of the list where his/her name would ordinarily be added to the list.

An employee who cannot take the assigned on-call must notify the department head in writing of the reason (s)he is not able to take on-call and is asking to be excused as soon as the reason is known to the employee.

Except for emergency situations, the only acceptable reasons for not being able to take on-call are: Sabbath observance, handicap, illness with physician verification, military obligation, wedding of a family member, wedding in which the individual is a member of the wedding party, and all time off approved prior to the assignment of on-call. In an emergency, the nature and extent of the emergency must be made known to the department head and the department head may rule that an employee's situation does not constitute an emergency. Emergency situation includes death of a family member as defined in Section 15 of the current Agreement between the County and CSEA.

Employees should select the period(s) of on-call time they would like to serve, however, it remains the responsibility of the respective department head for the final schedule. If the employee who volunteered or has been scheduled by the department is unable to serve on-call, the employee may find an eligible substitute for his/her scheduled period or any part of the period he/she is unable to serve on-call. Employees must notify the department head or designee, in writing, of the substitute's name and any other information that is needed.

b) Health Department Nurses Coverage

- 1) Nurses may make physician ordered visits on weekday evenings, Saturdays, Sundays and holidays at the following rates per visit:

ADMINISTRATIVE ON-CALL SHIFTS	2008
Monday – Thursday (4:30 PM to 8:30 AM/16 hours)	\$39.00
Friday (4:30 PM to 8:30 AM/16 hours)	\$57.00
Saturday-Sunday (8:30 AM to 8:30 AM/48 hours)	\$84.00
Holidays ((8:30 AM to 8:30 AM/24 hours)	\$118.00
Christmas and New Years Eve (24 hrs. in 05 and 06, 16 hours 07)	\$84.00

NURSE ON-CALL SHIFTS	2008
Monday – Thursday (4:30 PM to 8:30 AM/16 hours)	\$35.00
Friday (4:30 PM to 8:30 AM/16 hours)	\$47.00
Saturday-Sunday (8:30 AM to 8:30 AM/48 hours)	\$71.00
Holidays ((8:30 AM to 8:30 AM/24 hours)	\$102.00
Christmas and New Years Eve (16 hour shift in 08)	\$71.00
One week Nurse On-Call - No holidays	\$329.00

ON-CALL VISITS	2008
Routine Visit	\$43.00
High Tech	\$54.00
Resumption of Care Visit	\$67.00
Admission Visit	\$91.00
High Tech Admission Visit	\$107.00
Holiday Routine Visit	\$60.00
Holiday High Tech Routine Visit	\$71.00
Holiday Resumption of Care Visit	\$96.00
Holiday Admission Visit	\$106.00
Holiday High Tech Admission Visit	\$128.00

- 2) Approval to make said visits will be granted by the Supervising Nurse.
- 3) The rate paid will be in addition to scheduled work time, but compensatory time will not be accrued. The per visit rate is a flat rate and would not be figured as overtime.
- 4) Visiting Nurse Service of Ithaca and Tompkins County would continue to be on-call and make visits not covered by the Health Department nurses and make emergency visits.
- 5) The supervising nurse will post every three (3) months a calendar for nurses to sign up to make visits.
- 6) Nurses shall use a County car to make said visits, unless mileage is approved by the supervising nurse.
- 7) The Health Department reserves the right to abide by Section 5, 9.b.4) of the CSEA agreement if circumstances warrant emergency staffing. (i.e. If the contracted coverage agency does not renew their contract and no other agency can be solicited to provide the same services, Health Department staff may be required to provide the service.)

c) Mental Health

The Mental Health Department provides an evening and weekend coverage program for community support to law enforcement agencies. Existing CSEA staff provide this service on a rotating basis. Each employee approved, trained and volunteering for this “after hours” coverage will be paid \$250.00 per week for the coverage period regardless of number of calls or case management activities.

10. Computation of Work Hours

Regular time shall be computed from the normal starting time for each employee's regularly scheduled shift. In the event of tardiness the time deducted will be computed in units of one-tenth of an hour.

11. County Cars

County vehicles may not be used for personal business. The Department Head may allow an employee to drive a County vehicle to his/her personal residence when such usage will be to the benefit of the County. The personal convenience of the employee will not be a consideration.

12. Mileage

County employees authorized to use their personal vehicles in the absence of a County vehicle will be paid the prevailing Internal Revenue Service rate (the depreciation will not be considered) for the use of such vehicles.

13. Salary for Travel Time

a) Optional Travel

Optional travel is travel that has been authorized by the department head but not required. If the department head strongly encourages the employee to travel, for training or any other purpose, the travel shall not be treated as optional. For optional travel the department head or designee must notify the employee in advance of how much, if any, travel time outside normal working hours will be compensated and how much of the expenses of traveling will be reimbursed.

b) Required Travel

When an employee has been required or strongly encouraged to travel, travel time must be compensated and all travel expenses must be reimbursed.

14. Call In

Specific titles that are required to come to work as called in outside their designated work hours shall be compensated at time and one half for a minimum of two (2) hours. To be considered "Called In", the two hours must not be an extension of the regular work shift and must be approved by the Department Head or his/her designee.

SECTION 6 - WORK WEEK

1. The standard work week, based on an annual salary, for all County employees shall be a minimum of 35 and maximum of 40 hours as established by the department head.

The department head shall notify affected employees of a change in the standard workweek and request a voluntary agreement to alter the workweek with a minimum notice of 14 calendar days, unless the employee agrees to waive the required notice period. New employees hired after 1/1/94 or employees who change departments after 1/1/94 will accept the standard work week of the department. For an employee who involuntarily changes units or work location in the same title within the same department, or is involuntarily transferred to another department in the same title, the department head shall request a voluntary agreement to alter the employee's workweek.

2. Flex Hours/Days

Employees may work other than the full-time work week hours normally worked for that department with approval of the department head or designee. Once approved, flex hours/days will not be withdrawn without notification from the department head, in writing at least 2 weeks prior to the date of change, unless the employee voluntarily waives the notification period.

The hourly rate of pay shall be the same for 40 hours per week employees as it is for 35 hours per week employees in the same grade. Any changes in the standard work week must be by mutual consent between the affected employee and the County as represented by the department head or his/her designee and the CSEA. This is to be accomplished by a signed agreement between the parties (the agreement between the parties shall specify all the conditions of the changes in the work week including, but not limited to, duration, option to revert to previous work week, etc.).

3. Overtime - Shift Employees (Emergency Services Dispatchers)

If the department head or his designee determines that call-in is required to fill a shift or any part thereof in an overtime situation, the shift shall be filled by seniority, on a rotating basis. The department head reserves the right to use existing staff on shift, if available, to fill the shift or any part thereof. The department head may request holdover from employees on the previous shift and/or notify staff scheduled for the shift following the vacancy. These shall also be called by seniority on a rotating basis. The County agrees to keep a written record on mandatory holdovers. The record will be reviewed on a quarterly basis by a designated Labor/Management group.

4. Overtime Compensation for FLSA Non-Exempt Emergency Services Dispatch Employees. Overtime compensation shall be as follows except where Federal or State laws, or this contract, provide differently. The definition of overtime is defined as the computation of all hours worked by an Emergency Services Dispatcher or Senior Emergency Services Dispatcher beyond the total hours of a normal pay week. (i.e., 40 hours per week).

Except in emergencies, no dispatcher shall work overtime unless overtime is necessary and he or she has prior approval of the department head or his/her designee. The County will pay overtime in accordance with the Fair Labor Standards Act as long as said act has legal force and effect over the County. The Dispatcher must designate on an "Overtime Time Card" whether they wish to receive pay at the time plus one-half pay rate, or receive hours at the time plus one-half rate to be placed into their compensatory time off bank. Example: Eight hours of overtime is 12 hours of compensatory time off.

A Dispatcher may suggest to his or her immediate supervisor dates on which he or she would like to use their compensatory time. The immediate supervisor and/or department head will give consideration to the dispatcher's suggested dates. The sole and final responsibility for deciding the compensatory time off remains the prerogative of the department head. When it is impractical to grant compensatory time off within a reasonable period, the department head or his/her designee shall recommend that the dispatcher be paid for the overtime hours.

Payment beyond the provisions of the Fair Labor Standards Act may be provided for in this contract. An emergency services dispatcher or Senior Emergency Services Dispatcher may choose to be compensated at time and one half off in lieu of time and one half pay for overtime worked up to a maximum of 120 hours. The dispatcher is responsible to request and obtain approval to take this time off. Management reserves the right to schedule time off but agrees to show a good faith effort to grant said time as requested by the dispatcher.

Each dispatcher can request up to five days of compensatory time off during each of the semi-annual time off bids.

5. Bidding Procedure (applies to Full-time ES Dispatchers only)

a) Shift bidding will start annually on or about October 1st, to be completed on or about October 15th, and become effective on or about January 1st, of each year.

b) Vacation and holiday bidding will start annually on or about December 1st of each year. Management shall circulate a schedule for holiday and vacation times for the following six months (January 1 through June 30th, July 1 through December 31st).

6. In the event a shift becomes vacant after the schedule has been posted, the ES dispatcher(s) on duty is responsible for canvassing the list of eligible dispatchers to work the vacant shift in the following order:

- i. Part-time ES Dispatchers (at the regular hourly rate of pay)
- ii. Full-time ES Dispatchers (at the overtime rate).
- iii. Part-time ES Dispatchers (at the overtime rate—where applicable)

7. This agreement does not supercede the existing contract language, which allows for the provision of holdover to cover shifts.
8. Management may grant the request for any employees to exchange tours of duty or days off, as long as the schedule will allow. Voluntary exchange of shifts may be done with the approval of the supervisor, but will not constitute overtime for hours worked over 8 hours in a 24 hour day.

SECTION 7 - TRAVEL EXPENSE REIMBURSEMENT

No travel advance will be made to employees who travel on County business. Expenses must be covered by (a) use of a County purchase order form, or (b) use of a conference/meeting and travel/training expense voucher.

Travel expenses will be reimbursed only for travel authorized in advance, (i.e. scheduled county meetings). The maximum meal allowance reimbursement for out of County business shall be as follows:

Breakfast	\$6.00
Lunch	\$8.00
Dinner	\$16.00
Per diem daily rate	\$30.00

Breakfast will be reimbursed only if the employee must leave home before 6:00 a.m. Lunch will be allowed only if the employee is out of the County and cannot return by 2:00 p.m., exclusive of stopping for lunch. Dinner will be allowed only if the employee is out of the County and cannot return by 8:00 p.m., exclusive of stopping for dinner. Employees on County business who are required to travel out of the County for an entire calendar day will be allowed a per diem rate up to the maximum of \$30.00 for meals on that day. Calendar day is defined in previous paragraph.

Exceptions to the maximum meal allowance reimbursements will be allowed for expenses incurred while on approved County business in or out of the County if 1) an employee is participating in an approved conference or training program, 2) meal costs are not included in any registration costs and, 3) the meal is offered as part of the conference or training program and has a pre-arranged cost. Travel refers to out-of-county travel and includes expenses for transportation, parking, tolls, meals and lodging. Reimbursements will be made for tolls and parking.

SECTION 8 - TIME CARDS

Each employee's time card shall be filled out daily in ink and signed by the employee on the last day of his/her payroll period except in those departments which use time clocks. Time will be charged in units of 1/10th of an hour.

SECTION 9 - CIVIL SERVICE EXAMINATIONS

1. If an applicant for a Civil Service examination wants to take the examination on an alternate date, he/she must submit the request in writing to the Tompkins County Personnel Office for approval. The request must include the reason for the request and the alternate date and time for which the examination is requested to be scheduled. The Personnel Department will then respond to the applicant in writing. (See Appendix E for procedure/requirements involved in granting alternate dates.)
2. The County will comply with the present Civil Service Rules for Tompkins County as they pertain to employees' rights to inspect examination papers.
3. An employee scheduled to work on the day that he/she is to take a Tompkins County Civil Service examination, and who gives his/her department head five working days notice of the examination, shall have his/her work schedule changed to permit him/her to take the Tompkins County Civil Service examination as scheduled.

SECTION 10 - BENEFITS APPLICABILITY

1. Permanent and Provisional Employees

- a) All employees appointed on a permanent or provisional basis who are appointed to work a standard work week, shall receive personal time, disability, vacation time, bereavement pay and holiday pay. They shall be eligible to sign up for health insurance.
- b) All employees appointed on a permanent or provisional basis who are appointed to work other than a standard work week, at 33% or more of full-time equivalent, shall accumulate personal, disability and vacation time pro-rated on the basis of percentage of hours paid from anniversary date multiplied by the total vacation or personal hours a full-time employee would earn. Use of personal time shall be pro-rated on the same basis. Employees working at least 50% of the full-time equivalent shall be eligible to sign-up for health insurance the same as full-time employees. They shall receive holiday pay and bereavement pay on the following basis:

Holiday and bereavement pay is based on the number of hours per week an employee is scheduled to work divided by a standard 5 day work week. Employees scheduled to work 40 hours per week will receive a maximum of 8 hours for a holiday or bereavement day. Employees scheduled to work 35 hours per week will receive a maximum of 7 hours for a holiday or bereavement day. Employees scheduled less than 35 hours per week will receive holiday and bereavement based on the number of hours scheduled to work in a week divided by a standard 5 day work week.

- c) The above subsection notwithstanding, all employees appointed on a permanent or provisional basis who are appointed to work less than 33 percent of the time on an annualized basis (86 work days per year), shall not receive any of the following benefits: health insurance, personal time, disability, vacation time, bereavement pay and holiday pay; persons working 33% to 49% of the full-time equivalent shall not be eligible to sign-up for health insurance, but shall receive pro-rated benefits; persons working 50% and over of the full-time equivalent shall be eligible to sign-up for health insurance the same as full-time employees and will receive pro-rated benefits.

(Employees working less than 50% time and enrolled in the County Health Insurance plan as of 1/1/94, may retain such coverage.)

2. Temporary and Seasonal Employees

- a) All employees originally hired on a temporary basis for longer than 120 calendar days shall be eligible for the same benefits as permanent and provisional employees.
- b) Employees originally hired for 120 calendar days or less shall not receive any of the following benefits: health insurance, disability, personal time, bereavement pay, floating holiday and holiday pay. If an employee originally hired for fewer than 120 days is continued for longer than 120 days, that employee shall be eligible to sign up for health insurance as of the 121st day and will accumulate vacation, disability and personal time from the original date of hire. An employee shall be eligible for a floating holiday if the 121st day of employment occurs prior to the last day in the last full pay cycle of the year
- c) If an employee originally hired for fewer than 120 days receives a provisional or permanent appointment in any title in any department, that employee shall be eligible to sign up for health insurance as of the date of provisional or permanent appointment and will accumulate vacation, disability and personal time from the original date of hire.

THE FOLLOWING INFORMATION IS IMPORTANT FOR CALCULATING BENEFITS:

HIRE DATE- Last date of hire with no subsequent break in service.

FRINGE DATE- All time in service with Tompkins County (also called the Anniversary date).

ACCRUED FRINGE TIME consists of Vacation, Compensatory Time, Personal Time and includes remaining previously accrued Sick Time.

SECTION 11 – HOLIDAYS

1. The County will observe paid holidays for the duration of this agreement according to the following schedule:

HOLIDAY	2008
New Years Day	Tuesday, January 1, 2008
Martin Luther King Jr. Day	Monday, January 21, 2008
Presidents' Day	Monday, February 18, 2008
Memorial Day	Monday, May 26, 2008
Independence Day	Friday, July 4, 2008
Labor Day	Monday, September 1, 2008
Columbus Day	Monday, October 13, 2008
Veteran's Day	Tuesday, November 11, 2008
Thanksgiving Day	Thursday, November 27, 2008
Day After Thanksgiving	Friday, November 28, 2008
Christmas Day	Thursday, December 25, 2007

2. Employees will be granted a Floating Holiday. The Floating Holiday must be prior approved by the department head or his/her designee, must be requested by December 1 of each contract year, and must be taken before the end of the last pay cycle in the year.

a) For part-time employees, divide the number of hours in the employee's standard work week by 5 = floating holiday hours paid.

3. No terminal pay will be granted for the floating holiday if not taken prior to resignation notice.

4. All County departments shall close on these holidays except the Department of Emergency Response.

5. Employee's scheduled to work on a holiday will be compensated at time plus one-half pay for all hours worked on the holiday. In the case of Dispatchers, the premium pay (time and one half) shall be paid for the day on which the holiday actually falls. For example, in 1999 Christmas actually fell on a Saturday. The day designated as the holiday per the contract was Friday, December 24, 1999. Under these terms, the paid holiday would have been Saturday, December 25, 1999.

Part-Time dispatchers shall also be paid the premium rate (time and one half) for work on holidays. In addition, Dispatchers will be credited with 12 holidays at the beginning of the contract year. Holidays must be requested by the employee and approved by the department head or his/her designee. Holidays may not accumulate to more than 24 days.

If an employee has used more holiday time at termination than would have been used with the holiday schedule referenced in the contract, payment for those days will be deducted from the employee's last paycheck.

If an employee has not used more holiday time at termination than would have been used with the holiday schedule referred to in the contract, payment for those days will be added to the employee's last paycheck.

6. If the scheduled holiday falls on the regularly scheduled day off of an employee who works the standard work week of the department, the employee will be granted an extra day without loss of pay (see Section 10 on Benefits Applicability for rules governing holiday pay for employees who work other than a standard work week.)

7. An employee who reports sick time both the work day before and the work day after a scheduled holiday shall be asked by the department head to provide a doctor's statement covering the illness. Payment for the holiday shall be made after the receipt of a doctor's statement by the Personnel Office.

8. Employees scheduled to work 35 hours or more per week will receive the number of hours equivalent to one work day in a five work day schedule. During workweeks containing a holiday, the employee's workweek will be a five day schedule regardless of flex schedule approved on an annual basis.

SECTION 12 - VACATION

1. Every employee shall be eligible to take paid vacation after six (6) months employment with the County. However, employees shall start to accumulate vacation credit as of their date of employment. No pay for vacation time will be made if an employee terminates with less than six months services.
2. Any person who returns to work, regardless of how long they have been off the payroll, will receive vacation credit for all previous County service.

3.

Years completed from last hire date:		Vacation accrues at this many days per month	Maximum number of Days Granted per Year
At least:	But less than:		
1 month	5 years	5/6	10
5 years	8 years	1 1/4	15
8 years	10 years	1 1/3	16
10 years	12 years	1 5/12	17
12 years	14 years	1 1/2	18
14 years	15 years	1 7/12	19
15 years	And up	1 2/3	20

4. Employees with accumulated vacation equal to three years vacation days will stop accumulating vacation time, and will start accumulating when the vacation balance goes below the three-year maximum accumulation.
5. The rate of vacation pay shall be the employee's regular straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken.
6. All vacation time must be requested of and approved by the department head or his/her designee in advance of the vacation. The department head will be responsible for scheduling vacation time. Vacation cannot be denied to any employee by the department head in instances where vacation time will be lost due to maximum accrual and the employee has requested vacation time at least one month in advance of the day on which his/her vacation must start.
6. If a scheduled holiday falls within an employee's vacation period, he/she will be granted an extra day of vacation without loss of pay.
8. Employees who are taken sick or injured while on vacation may charge such time to sick leave effective from the time the employee sees a doctor and the doctor certifies the employee is unable to work through the period of disability covered by the doctor's statement. The doctor's statement must be submitted to the department head for transmittal to the Commissioner of Personnel.
9. Vacation anniversary dates shall not be adjusted for employees who take an unpaid leave of absence. A pro-rated amount of vacation time, based on all hours paid, shall be credited to an employee's vacation account as of his/her anniversary date. (See also Section 14 on Leaves of Absence).
10. a) Any employee who resigns, or retires shall receive up to three year's earned vacation time if the employee gives 10 working days notice to the Commissioner of Personnel of his/her resignation and the employee works at least 10 days following such written notice. Paid vacation time received at the time of termination does not apply to any specific period of time and cannot be used to extend the termination date.
 - b) All earned vacation time shall be paid to an employee who is laid off or an employee's estate upon his/her death.
 - c) An employee discharged by the County is not eligible for vacation pay at the time of such discharge.

11. Vacation and holiday scheduling (Dispatchers). As of January 1st and July 1st of each year management shall post a schedule of holidays and vacation openings for the following six months. During the months of January and July, employees may bid for holidays and vacation time off during the posted six month period. The bids shall be in order of seniority, starting with the most senior, until all Dispatchers have bid or passed their bid. After February 1st and August 1st, requests for holiday and vacation time off will be granted on a first come first serve basis. Seniority shall be defined as all time in service with the County. During the bid process, a maximum of two weeks and one holiday may be bid at one time.

SECTION 13 – DISABILITY AND SICK LEAVE, AND PERSONAL LEAVE

1. Employees must report all absence or tardiness as early as possible by contacting the department head and giving the following information: name, reason for absence, and length of time expected to be absent.
2. Effective March 1, 2001 the current method of accumulating sick leave will end. All sick leave accumulated up to March 1, 2001 remains credited to each employee and is available for use. In addition each employee shall be credited with 6 personal days per year which can be accumulated to a maximum of 12 days. Personal days will be credited January 1st of each year.
3. Each employee hired after the first pay period of the payroll year shall be credited (on their anniversary date) with one (1) day of personal leave per month for their first six (6) months of employment or until the first payroll period of the next calendar year.
4. Disability Leave and Sick Leave
 - a) Disability leave covers personal illness documented by a doctor’s, dentist’s or eye doctor’s note explaining the illness or incapacity and the expected length of absence. Disability leave is granted with full pay at the employee’s regular rate, exclusive of shift premium. Disability shall be credited to each employee on their date of hire, or adjusted hire date based on total time in service with Tompkins County as follows:

Less than five years	75 days
At least five years	115 days

- b) An employee may not receive disability benefits for more than 75 or 115 days (see a above) in a 52 week period. Such 52 week period is deemed to begin on the date of the first use of disability time.
 - c) For the first occurrence of disability use, the first three days of any period of inability to work must be covered by another fringe unless it is caused by scheduled or emergency surgery, or by emergency hospitalization. For any additional occurrence of the same illness in the same year, the first day of inability to work must be covered by another fringe unless it is caused by scheduled or emergency surgery, or by emergency hospitalization.

If an employee is restricted to part-time work by a physician, the employee shall be entitled to part-time disability after the equivalent of three part-time days have been covered by another fringe for the first occurrence, and one part-time day equivalent for each additional occurrence of the same illness in the same year.

- d) Requests for paid disability must be made by submitting a completed **Claim for Benefits** form to the Personnel Department no later than 9:30 AM, on the Monday following the end of a pay period in which disability is requested. Due to the tight time frame for processing payroll, it is necessary to establish a firm cutoff date and time. A completed claim form must be submitted for every pay period that disability is claimed. In no instance will disability be granted for periods prior to a doctors visit. Failure to submit a Claim for Benefits form by 9:30 AM the Monday following the end of the pay period may result in the denial of disability payment for the pay period in question. It is the employee's responsibility to ensure that the completed claim form is submitted to the Tompkins County Personnel department no later than 9:30 AM on the Monday following the end of the pay period in which disability is requested. If Monday in the pay period following is a holiday, it is the employee’s responsibility to ensure that the form is here prior to the Monday holiday or have the physician fax the form on Monday. Personnel will accept a facsimile of the completed Claim for Benefits form from the physician’s office to the Tompkins County Personnel Office. The Personnel Department fax number is (607) 274-5401. It is not the responsibility of the Personnel department to contact a treating physician’s office to ensure timely receipt of the Claim for Benefits form.

- e) Employees may use existing sick leave entitlements earned prior to the implementation of this policy up to a maximum of five (5) days prior to needing a doctor's statement. The employee may also use remaining sick leave entitlements to extend disability benefits once they have been exhausted.
- f) Disability leave shall not accrue while an employee is on disability leave or on any unpaid leave of absence. Further, employees returning from disability leave who have exhausted their disability benefit shall be required to work six (6) consecutive months before being eligible for disability leave again.
- g) The County may provide the above disability leave insurance either through self-insurance or a private insurance carrier.
- h) The County shall have the right at its discretion to verify the report of an employee's physician concerning his/her illness or disability, and may also require the employee to be examined, at the County's expense, by another physician selected by the County to determine the nature and extent of the illness or disability. As a result of such physician's statements and examinations, the County may approve or deny an employee's request for disability and establish limits and conditions for any further approval of disability leave connected with the same illness or disability.
- i) In the event an employee is unable to work due to an on-the-job injury or illness and such Workers Compensation claim is controverted by the County and/or carrier, such employee shall be eligible to apply for disability benefits during such controversy by supplying the form noted in (d) above. Immediately upon notice that a workers compensation claim is being controverted, the County will notify the affected employee of the process necessary for benefits to be made available through the disability plan.
- j) The County reserves the right to file for ordinary or accidental disability retirement on behalf of a disabled employee if the employee is eligible for such benefit and it appears the employee will be unable to return to full-time employment by the end of the 75 day or 115 day period.
- k) Any employee appointed to work less than 33 percent of the time on an annualized basis (86 work days per year) shall not receive disability leave pay.

5. Workers' Compensation

Employees who incur an on-the-job injury or illness must complete an **Incident Report** documenting the circumstances surrounding the injury or illness. Employees, at the time of injury, will be offered by the Personnel Department a choice of either option a) or option b) listed below.

- a) The employee collects weekly benefits from the compensation insurance carrier as prescribed by the N.Y.S. Workers' Compensation Law. The employee would not draw sick leave even though he/she might be eligible; OR
- b) The employee collects sick pay from the County for the period of unused sick leave and then, if necessary, transfers to Workers' Compensation benefits for the duration of the employee's inability to work. The County Personnel Office would file with the Workers' Compensation Board for reimbursement to the extent of the employee's Workers' Compensation award for the period covered by sick leave pay. The employee's sick time would be pro-rated by dividing the amount of reimbursement obtained by the employee's hourly salary at the time of incident (see example below), and would be reinstated subject to reimbursement from the compensation insurance carrier.

Example:

Hourly Salary	\$6.00
Weekly Workers Compensation Award	\$300.00

Reinstate credit for sick hours (rounded to nearest tenth) based on Workers' Compensation reimbursement divided by hourly rate at time of incident. ($\$300.00/\6.00 per hour = 50 sick hours time reinstated).

Employees requesting direct payments from Workers' Compensation should contact the Benefits Manager at the Personnel Department as soon as possible to facilitate this process.

SECTION 14 - LEAVES OF ABSENCE

Paid vs. Unpaid Leave of Absence

1. Occasionally an employee will need to take time off for personal reasons and will have used up all available fringe time (CTO, Personal Leave, Sick Time, and Vacation). Department heads are authorized to grant employees in their department up to the equivalent of one full workweek as time off without pay. Time off without pay exceeding one full workweek may not be taken without an official leave of absence (see Administrative Policy 03-16).
2. Tompkins County recognizes the Family Medical Leave Act of 1993 as a minimum standard. This federal law provides for up to 12 weeks of **unpaid** leave in a 12 month period for qualifying employees. The FMLA allows employers to require employees to use their paid time off as part or all of the 12 weeks of leave. The reasons an employee may qualify for leave under the FMLA are:
 - To care for the employee's newborn son or daughter.
 - Because of the adoption or foster care placement of a child with the employee.
 - To care for the employee's spouse, child, parent or domestic partner who has a serious health condition.
 - Because of the employee's own serious health condition.
3. A leave of absence must be requested in writing and approved in advance of the leave by the department head.
4. Unpaid leave of absence is defined as all absent time in excess of five consecutive working days not paid for by the County. Anniversary dates shall not be adjusted for employees who take an unpaid leave of absence. Vacation and disability time will not accumulate during an unpaid leave of absence. An employee on unpaid leave of absence may not claim any bereavement pay or holiday pay.
5. An employee who takes an unpaid leave of absence for medical reasons must use all of his/her benefit time (vacation, sick, personal, disability and compensatory time off) before commencing the leave. An employee who takes an unpaid leave of absence for non-medical reasons must use all of his/her benefit time (vacation, personal, and compensatory time off), except sick and disability time, before commencing the unpaid leave.
6. An employee who is reinstated from an unpaid leave of absence will return to the same point on the current salary schedule held when the leave commenced. The period of the leave will not be used in determining the move to Working Rate.

Parenting Leave

1. A parenting leave shall be granted to a permanent employee at the time of birth or adoption in accordance with the provisions of this contract, at the employee's request, up to a maximum of six months subject to renewal for another six months for reasons considered satisfactory to the County.
2. A provisional employee with one year's continuous service who has requested time off due to parenting from a County position where the exam for that position has not been made available since the employee's appointment, or where the exam has been given but the eligible list has not been established, will be granted the right to be rehired in the same title in the same department as granted for permanent employees in (1) above), provided the position is still in existence and no one else has been appointed from an eligible list.
3. By law, an unpaid leave of absence may be granted only to permanent employees. The agreement in (2) above to rehire provisional employees under certain conditions merely provides a benefit to certain employees who by law may not be granted an unpaid leave of absence.

Educational Leave

Employees may be granted an educational leave of absence without pay in accordance with Rule XIX of the Tompkins County Civil Service Rules.

Leaves of Absence and Health Insurance

Health insurance coverage may be continued for the duration of a leave of absence. If the employee is on a paid or unpaid medical leave, the employee shall only be required to pay the employee share of the health insurance premium. If the leave is other than a medical leave of absence or leave that qualifies under the FMLA, the employee may continue coverage by paying the total premium. If the employee does not continue paying premiums, coverage will be terminated and the employee must re-enroll upon their return to work.

SECTION 15 - BEREAVEMENT

In the event of a death in a County employee's immediate family (spouse/domestic partner, son, daughter, foster child, mother, father, stepparent, stepchild, sister, brother, grandparent, grandchild, or spouse/domestic partner's mother, father or children), said employee shall be entitled to three of the next 5 working days off with pay. One additional day may be used if interment takes place at a later time, e.g., weeks or months following the death of a family member. A maximum of two (2) accrued fringe days may be used to extend bereavement providing the employee has accrued fringe time available. Compensation shall be at the employee's regular hourly rate, exclusive of any shift differential, and shall not exceed the standard hours for that department. A statement covering the absence (form provided by the Personnel Department) must be signed and returned to the Personnel Department within two days of returning to work.

In the event of the death of a co-worker from the same department, the department head may approve 2.0 hours of paid leave for the purpose of attending calling hours or the funeral. The department head may deny leave if the minimum staffing of the department is not met.

NOTE: The maximum daily rate for Bereavement will be the hourly salary for the position times the number of hours per day in the standard 5 day workweek of the employee.

SECTION 16- EMERGENCY CLOSING

The County can only be closed by the County Administrator in case of an emergency. All County departments, except Fire and Disaster may be closed by the County Administrator. The County department heads will identify by title and post a list of employees deemed to be considered essential under emergency closing situations. Department heads will develop a procedure for notifying essential personnel regarding the need for those employees to report to work under emergency closing situations. When the County Administrator closes any departments, all employees will be paid as follows:

- a) All employees (except those who are required to report to work under the above essential personnel procedures) not reporting to work due to an emergency closing before the work day begins will charge Code 1 (hours worked) for their normal work hours of the department and position on a 5 day schedule.
- b) Those employees who come to work on a day when the County is open and later closed, and remain at work until the County is closed, will charge Code 1 (hours worked) for their normal work hours of 7.0 or 8.0.
- c) Those employees who come to work on a day when the County is later closed, but decide to leave work before the official closing, will charge Code 1 (hours worked) for the hours worked plus the hours the County is officially closed. They must charge a fringe benefit for the period of time between when they left and when the County was officially closed. If they have no fringe benefit, they would not be paid for that time.
- d) Those employees who, prior to the day of closing, scheduled sick, personal, vacation, holiday or compensatory time, would not be charged the benefit that they had scheduled for the hours the County is closed.
- e) Those employees who do not report on a day when the County is later closed will charge a fringe benefit for the period of time from reporting time to the official time the County is closed, and Code 1 (hours worked) for the period of time for the County is closed, for the employee's regular scheduled work day.

SECTION 17 - JURY DUTY

Those employees who are scheduled for jury duty during their normal working hours will suffer no loss of pay. For any portion of the employee's normal working day not spent on jury duty, the employee will be expected to perform his/her regular County work. Those employees who work shifts other than the "day" shift, shall have their shift changed to the "day" shift in the event they are called for Jury Duty.

SECTION 18 - RETIREMENT INSURANCE

1. The New Career Plan (Section 75-i) of the New York State and Local Employees' Retirement System will remain in effect for Tier 1 and 2 members (those who became members of the Retirement System on or before July 26, 1976), adopted by the Board of Representatives on January 16, 1990: A pension of 1/50th of member's final average salary for each year of service when a member retires with 20 or more years of credited service. (Members with fewer than 20 years of service retire under provisions of Section 75-e).
2. For all employees becoming members of the New York State and Local Employees' Retirement System on or after July 27, 1976, provisions of Tier 3 and 4 legislation will apply.
3. Death benefits will be paid in accordance with the provisions of the New York State Retirement and Social Security Law.

SECTION 19 - HEALTH INSURANCE

1. The employees shall be covered under the Central New York Region Wide Plan, Option II.
3. All employees who participate in a health care plan provided by Tompkins County automatically pay health care contributions with before-tax dollars. If the employee prefers to contribute on an after-tax basis, the employee must complete a Select Benefits form to elect that option during open enrollment each year.
3. The County shall pay 80% of the Health Insurance Premium for Single and Family coverage for participating employees effective 1/1/2001. Participating employees will pay 20% of the Health Insurance Premium. To offset the cost of moving from an employee premium share of 15% to 20%, the County will (on an annual basis) deposit an amount equal to that 2001 cost, into a Voluntary Employee Benefit Account (VEBA) for each participating employee-Authority under IRS Code 105(c)(9). The yearly VEBA deposit will increase or decrease by the same percentage that the annual Health Insurance Premium increases or decreases.
 - a) Employees who are not enrolled in health insurance through Tompkins County are not eligible for a VEBA payment.
 - b) Any employee hired after 1/1/2001 will become eligible for a VEBA payment on January 1 following 5 years of continuous service after 1/1/01 provided they are otherwise eligible.
 - c) Employees on an unpaid leave of absence whose health insurance is cancelled either by request or for nonpayment, will be eligible for a VEBA payment on January 1 following their return to work provided they are otherwise eligible.
4. Upon retirement, the employee may authorize the County to convert any or all available accrued fringe time balance (i.e., vacation, personal, compensatory and/or sick time) that he or she may have at the time of retirement into a fund to pay monthly retiree health insurance premiums for as long as such balance lasts.
5. Employees must sign up for Medicare if eligible, at retirement.
6. The County shall provide up to the premium as stated in paragraph 3 of this section for those employees of Tompkins County who elect to participate in a duly provided prepaid health plan, health maintenance organization, or independent physicians' association.
7. The County shall, upon notification from the insurance carrier of changes in the premium and/or coverage, notify employees within a reasonable amount of time of receipt of the said notification. A copy of the notification from the carrier will be provided to the Union.
8. The cap placed on the Flexible Benefits Program Medical/Healthcare Account will be established at \$5,000 effective January 1, 2006. If the County determines that the net loss for a program year exceeds \$5000, the County reserves the right to return the cap in the next year to \$3,000, by notifying all employees by September 1, preceding the change.

SECTION 20- REST PERIODS

All employees will be allowed a twenty-minute rest period during each full shift they work. Upon approval from the supervisor, rest periods may be used to extend meal periods, but may not be used to shorten the work day.

SECTION 21 - MEAL PERIODS

For each full shift the employee works, the employee shall be entitled to a meal period. Such meal period may not be used to shorten the work day. The department head is ultimately responsible for scheduling meal periods.

SECTION 22 - RECIPROCAL RIGHTS

1. The County and the CSEA will administer their obligations under this contract in a manner which shall be fair and impartial to all employees and shall not discriminate against any employee by reason of race, color, sex, religion, age, marital status, national origin, disability, ex-offender status, Vietnam Era Veteran status or sexual orientation.
2. The County will not interfere with, restrain, or coerce the employees because of membership or lawful activity in the Union.
3. The County recognizes the rights of the employees to designate a reasonable number of representatives of the Tompkins County White Collar Unit of CSEA, Inc. to appear on their behalf to discuss salaries, working conditions, and disputes as to the terms and conditions of this contract. A written list of CSEA representatives shall be furnished to the Commissioner of Personnel immediately after their designation and CSEA shall notify the Commissioner of Personnel of any changes.
4. The designated grievance representatives appearing on behalf of employees at each step of the grievance procedure shall not exceed one representative per grievance, unless this requirement is waived by agreement of both parties.
5. The employee, employee representative or the Local President or Unit President shall be permitted to attend grievance hearings and PERB hearings, when deemed necessary, without loss of pay. All Union officials and representatives shall notify their supervisor of their attendance at said hearing.
6. The CSEA Field Representative and agents of CSEA shall notify the department head on arrival of their presence and the reason for said visit.
7. The Union shall have the right to post notices and communications on the bulletin boards maintained on the premises and in the facilities of the County. These CSEA designated bulletin boards shall be of a dimension no smaller than three feet by three feet and be located in such areas that are frequented by the majority of employees subject to CSEA approval.
8. The Union agrees that it and its members will restrict the amount of necessary Union activity conducted on County time to the lowest possible minimum and agrees to use everything in its power to prevent abuses of County time and Union activity as defined in this section, and to advise its members when necessary for any abuse of this privilege.
9. CSEA representatives as designated above shall be paid their regular salary at the regular rate of pay for conducting authorized CSEA business that occurs during their normal working hours. If the conduct of authorized CSEA business extends beyond normal working hours, there shall be no additional pay.
10. Union time off - time off without pay shall be granted for Union conferences, provided ten working days' notice is given, in writing, to the department head, with a limit of no more than 5% of the membership of a department of 35 or more employees at one time. For departments of less than 35 employees, a limit of 1 employee per department at one time has been established. The employee may alternatively charge off such time against compensatory time off, vacation time or personal time. There will be a maximum limit of five days per person per year.
11. The County agrees to provide to the CSEA White Collar Unit – free of charge – a biweekly listing of all active White Collar Union Members and Agency Shop Fee Payers. The lists shall be separate for the two groups and shall provide the following data: Name of employee, Department name, employee's labor grade, employees' title, date of hire, and the amount of dues or Agency Shop Fees paid. The County also agrees to provide CSEA with a monthly list of new hires and terminations within the White Collar Unit. Pertinent data shall be that listed in this paragraph.

12. The County agrees as of the effective date of their contract to provide to CSEA one up to date copy of the Administrative manual and a copy of all subsequent additions/changes to the County Administrative Manual.
13. Upon request, an employee shall be allowed the presence of a Union representative at any counseling or disciplinary meeting between said employee and management/supervisor. An employee shall be allowed to suspend a meeting and seek adequate representation.

SECTION 23 - PERSONNEL FILES

Each employee shall be given copies of all job evaluations and performance related documents that are placed in the employee's personnel file. He/She shall have the opportunity to sign, date and submit any response he/she desires to the evaluations and performance related documents. The employee's personnel files are those in the County Personnel Office. The only recognized personnel file is that kept in the County Personnel Office and only that file may be the basis of disciplinary action or denial of promotion. An employee has the right to review his/her personnel file by scheduling an appointment in advance. Each employee shall be given a copy of all new entries that are placed in his/her personnel file.

SECTION 24 - MANAGEMENT RIGHTS

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

SECTION 25 - PROMOTION

1. Promotion is defined as the movement of any employee from his/her present position to any higher rated position, regardless of department.
2. Competitive, non-competitive and labor class jobs will be filled in accordance with Civil Service Law.
3. The County, through the office of the Commissioner of Personnel, shall post, when possible, any new jobs and/or vacancies. These will be either full descriptions or a summarized list.
4. In the non-competitive and labor classes, employees of the County will have first consideration for promotion to non-competitive and labor class positions. All employees who apply in writing will be given a written response regarding the filling of the vacancy.

SECTION 26 - TERMINATION

1. Employees in the non-competitive and labor classes shall be accorded the same rights that competitive class employees have under provisions of Section 75 of the Civil Service Law, after two years of continuous service with the County.
2. In the case of a lay-off which involves competitive class employees, Rule XXV of the Tompkins County Civil Service Rules shall apply.
3. In case of a lay-off involving non-competitive and labor class employees, the County shall determine that lay-offs are necessary. If it is determined that lay-offs are necessary, employees in the non-competitive and labor class job titles within a department will be laid off in the following order:
 - a) temporary and probationary employees shall be laid-off first; using total County service as the primary criteria;
 - b) thereafter, permanent employees will be laid off using seniority as the primary criteria.

SECTION 27 - LABOR MANAGEMENT MEETINGS

Either party may schedule a labor management meeting by giving one month's written notice to the other party. The party requesting the meeting will supply the agenda of items to be discussed at such meeting. The Union will be represented by the following only: president or his/her designee of the unit or local and representatives of the County Departments or units that they feel are necessary to discuss items on the agenda. The Commissioner of Personnel or his/her designee must be present, and may have whomever else present he/she feels necessary to discuss items on the agenda.

SECTION 28 - STATE OCCUPATIONAL SAFETY AND HEALTH ACT

The County will conform with the provisions of the State Occupational Safety and Health Act (SOSHA).

SECTION 29 - ORIENTATION

The County agrees to conduct an orientation program within one month after any employee is hired. Copies of the Agreement between CSEA and the County, information regarding health insurance, retirement, Credit Union, the employee's Civil Service status, and a packet of CSEA material will be distributed at this time.

The employee will be given at this time a copy of the MSD428 "Report of Personnel and Supplementary Payroll Certification" showing his/her appointment. Employees will also be sent a copy of any future MSD428s showing any personnel change related to them.

SECTION 30 - CHILD ABUSE PREVENTION

All present and future employees involved in regular and substantial contact with children as part of their regular job duties will be required to submit all the information required to comply with the Child Abuse Prevention Act of 1985 and Section 424 of the New York State Social Services Law.

SECTION 31 - SMOKING POLICY

There will be no smoking in any County facility or vehicle, whether owned or rented by the County, after January 1, 1989. There will be no smoking by staff, clients, or the public in any County office space or County vehicle.

SECTION 32 - SETTLEMENT

1. A copy of this settlement, including the grievance procedure, will be distributed to all present employees and to all new employees upon beginning employment. It shall also be the responsibility of the Personnel Office to send each department head, for posting, and to each individual employee, any changes in the contract.
2. The cost of printing the settlement between the County and the Union will be borne by the County.

SECTION 33 - SAVING CLAUSE

In the event any provisions of this settlement shall conflict with any of the provisions or requirements of any state or federal law, the provisions of the state or federal law shall prevail and the settlement shall not be invalidated by such a conflict.

SECTION 34 - DISCHARGE OR DISCIPLINE

1. No employee covered under Section 75 of the New York State Civil Service Law shall be discharged, dismissed, or disciplined except for just cause. Should there be any dispute between the employer and any employee concerning the existence of good and sufficient cause of discharge or discipline, such dispute shall be adjusted in accordance with the terms of this section.

The disciplinary procedure for incompetence or misconduct prescribed in this section shall be available to appropriate County employees as an alternative to the procedure described in Section 75 and/or Section 76 of the New York State Civil Service Law.

- a) Said employees shall include all permanent competitive class employees and those employees as defined in Section 26.1 of this agreement.
 - b) An employee shall have the right to choose either but not both alternative procedures to grieve such disciplinary action.
2. In the event that a department head sees fit to impose disciplinary action on an employee, a notice of such disciplinary decision shall be made in writing and served on the employee and the Commissioner of Personnel. The specific act(s) alleged that warrant disciplinary action and the proposed sanction(s) shall be specified in the note of discipline.
 - a) The Union shall be advised by registered or certified mail that said notice of discipline has been served on an employee, within 48 hours of service;
 - b) Said notice of discipline shall be accompanied by a written statement that:
 - (i) an employee served with a notice of discipline has the right to object by filing for a disciplinary hearing within eight days or by exercising his rights under Section 75 and/or 76 of the New York State Civil Service law;
 - (ii) in the event said employee does object, then he/she must file written notice of his/her choice of procedure, subject to the provisions of this section, with the employer and the Union no later than the eighth day after receiving such notice of discipline;
 - (iii) the disciplinary grievance procedure provides for a hearing by an independent arbitrator at its final stage;
 - (iv) the employee has the right to be represented by the Union, or by an attorney, at every stage of the proceeding.
 - c) An employee who has been served with a notice of discipline may be suspended without pay for a period not to exceed thirty (30) days.

SECTION 35 - GRIEVANCE PROCEDURE

1. Definitions. As used herein, the following terms shall have the following meanings:
 - a) "Employer" shall mean the County of Tompkins, or a department thereof.
 - b) "Union" shall mean the Tompkins County Unit of Local 855, CSEA/AFSCME.
 - c) "Employee" shall mean any person or persons covered by the terms of this Agreement and directly compensated by the county.
 - d) "Grievant" shall mean employees, groups of employees, or the Union acting on behalf of same, alleging a grievance.
 - e) "Supervisor" shall mean an employee or officer on a higher level of authority above the employee and who assigns and supervises the employee's work and approves his/her time record or evaluates his/her work performance.

- f) "Days" shall mean all days other than Saturday, Sundays, and legal holidays. Saturdays, Sundays, and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this grievance procedure.
- g) "Grievance" shall mean any claimed violation, misinterpretation, or inequitable application of the existing Agreement, laws, rules, procedures, regulations, administrative orders, or work rules of the County of Tompkins or a department thereof, which relates to or involves employee health or safety, physical facilities, materials or equipment furnished to employees, or supervision of employees provided, however, that such term shall not include any matter involving the allocation of a position to a position class or title and the allocation of a position class to a salary grade. Neither shall such term include retirement benefits, disciplinary proceedings, or any other matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law, except as provided in this Agreement.

2. General

- a) Each employee shall have the right to present a grievance in accordance with the procedures provided herein free from interference, coercion, restraint, discrimination or reprisal; and shall have the right to be represented by the Union at all stages of the grievance procedure.
- b) Written responses required from the grievant hereunder shall be submitted to the appropriate department head and the Commissioner of Personnel; written responses of the County hereunder shall be submitted to the employee involved and to the Union.

3. Time Limits

The time limits set herein for the presentation of grievances in all stages may be waived or extended by mutual agreement of the parties involved.

4. Procedure

Step 1: Immediate Supervisor Stage

- a) An employee or the Union shall present the grievance orally or in writing to the employee's immediate supervisor within ten (10) days after the grievance occurs. Said supervisor forthwith upon receiving such grievance shall make a good faith effort to resolve same including, as appropriate, discussions with the employee, investigation, and consultation with his/her superiors. Said supervisor shall reply to the employee or the Union, in writing, within ten (10) days of the submission of such grievance.
- b) If the matter is satisfactorily resolved, the employee, supervisor, or appointing authority and Union representative, if any, shall each sign a memorandum showing the nature of the grievance and stating that the matter has been satisfactorily resolved. A copy of this memorandum shall immediately be sent to the Commissioner of Personnel. Said memorandum shall remain filed permanently in the employee's file.

Step 2: Department Head Stage

In the event an employee or the Union wishes to appeal an unsatisfactory decision at Step 1, the appeal must be presented to the department head within ten (10) days from the receipt of the Step 1 decision. The department head, Commissioner of Personnel, or their designees, shall hold an informal hearing within ten days after receiving said appeal. The employee and Union representative may appear at the hearing and present oral or written statements or arguments. The department head, Commissioner of Personnel, or their designees, shall issue a written decision to the employee or the Union by the end of the tenth day after the close of said hearing.

Step 3: Arbitration Stage

In the event the Union wishes to appeal an unsatisfactory decision at Step 2, a demand for arbitration shall be presented to New York State Public Employment Relations Board within ten days of receipt of the Step 2 decision. The New York State Public Employment Relations Board will submit a list of arbitrators from which the parties shall select the arbitrator who shall arbitrate said dispute in accordance with the Rules and Procedures of the Public Employment Relations Board.

The arbitrator shall have no power to add to or subtract from, or modify the provisions of this Agreement in arriving at a decision of the issues presented. The arbitrator's decision shall be binding on both parties.

All fees and expenses of the arbitration shall be divided equally between the parties. Each party shall bear the cost of preparing its own case.

SECTION 36 - TAYLOR LAW (Sec. 204-a)

"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 therefore, shall not become effective until the appropriate legislative body has given approval."

SECTION 37 - ADOPTION

These provisions were adopted by the Tompkins County Legislature by Resolution No. 187 dated September 20, 2005.

APPENDIX A

Date: 4/17/08

For the County:



Stephen Whicher
County Administrator

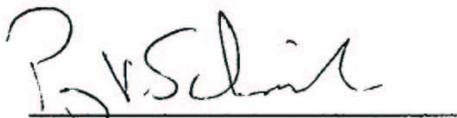


Shawn Martel-Moore
Deputy County Administrator

For the CSEA:



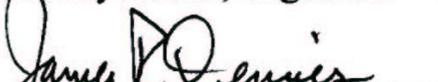
David Chase, CSEA President



Penny Vanschoick



Dooley Kiefer, Legislator



Jim Dennis, Legislator



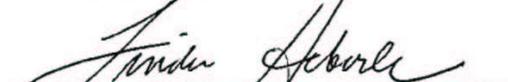
Stephen Estes
Deputy Commissioner of Personnel



Chantalise DeMarco



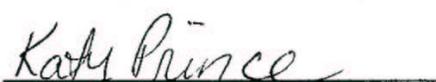
Iretta Ellis



Linda Heberle



Anita Fitzpatrick
Commissioner of Personnel



Katy Prince



Christie Sims



Stephanie Engster, CSEA LRS

1/1/2008

Appendix B

26.0892857 Work Days
 1826.25 HOURS (35.0.WK)
 26.09 PAY DAYS

TOMPKINS COUNTY CSEA WHITE COLLAR SALARY SCHEDULE
 FOR 35 HOUR WEEK
 3.0% 2008

GRADE AND CLASSIFICATION:	JOB GRADE	LABOR GRADE		HIRE RATE	WORK RATE
ACCOUNT CLERK	3-504	C	ANNUAL	23,520	25,548
			HRLY 35	12,8789	13,9893
			BIWEEKLY	901.52	979.25
CLERK	4-503	D	ANNUAL	24,754	26,894
			HRLY 35	13,5546	14,7264
			BIWEEKLY	948.82	1,030.84
EMPLOYMENT & TRAINING CLERK	5-779	E	ANNUAL	26,052	28,304
KEYBOARD SPECIALIST	5-507		HRLY 35	14,2653	15,4984
RECEPTIONIST	5-506		BIWEEKLY	998.57	1,084.89
RECORDS MANAGEMENT SPECIALIST	5-078				
ACCOUNT CLERK/TYPIST	6-513	F	ANNUAL	27,422	29,793
DATA ENTRY MACHINE OPERATOR	6-509		HRLY 35	15,0155	16,3138
MAIL CLERK	6-615		BIWEEKLY	1,051.08	1,141.96
DATA COLLECTOR	7-525	G	ANNUAL	28,866	31,353
MAIL AND RECORDS CLERK	7-789		HRLY 35	15,8062	17,1680
SENIOR CLERK	7-518		BIWEEKLY	1,106.43	1,201.76
TRANSPORTATION SPECIALIST - DSS	7-788				
VOTING MACHINE TECHNICIAN	7-075				
WEIGH SCALE OPERATOR	7-726				
ASSISTANT ASSESSMENT ACCOUNT SPECIALIST	8-768	H	ANNUAL	30,377	33,000
CASE AIDE	8-511		HRLY 35	16,6335	18,0698
COMMUNICATIONS ASSISTANT	8-077		BIWEEKLY	1,164.35	1,264.89
HEALTH AIDE	8-654				
LONG TERM CARE SPECIALIST	8-081				
MOTOR VEHICLE EXAMINER	8-505				
NUTRITION EDUCATOR	8-785				
PURCHASING CLERK	8-630				
RECORDING CLERK	8-687				
SENIOR ACCOUNT CLERK	8-528				
SENIOR ELECTIONS CLERK	8-691				
SENIOR TYPIST	8-519				
E911 PROGRAM SPECIALIST	8-792				
ASSESSMENT ACCOUNT SPECIALIST	9-765	I	ANNUAL	31,973	34,732
FAMILY AND CHILDRENS OUTREACH WORKER	9-745		HRLY 35	17,5075	19,0182
HOUSING SPECIALIST	9-787		BIWEEKLY	1,225.52	1,331.27
OUTREACH WORKER	9-517				
SECURITY OFFICER	9-650				
SENIOR ACCOUNT CLERK/TYPIST	9-529				
SENIOR DATA ENTRY OPERATOR	9-698				
SENIOR RECORDING CLERK	9-690				
SENIOR WEIGH SCALE OPERATOR	9-082				
SOLID WASTE ASSISTANT	9-777				
YOUTH CARE WORKER	9-657				

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Appendix B

26.0892857 Work Days
 1826.25 HOURS (35.0 WK)
 26.09 PAY DAYS

TOMPKINS COUNTY CSEA WHITE COLLAR SALARY SCHEDULE
 FOR **35** HOUR WEEK
 3.0% 2008

GRADE AND CLASSIFICATION:	JOB GRADE	LABOR GRADE		HIRE RATE	WORK RATE
DEPUTY REGISTRAR OF VITAL RECORDS	10-776		ANNUAL	33,650	36,558
GEOGRAPHIC INFORMATION SYSTEM TECHNICIAN	10-713	J	HRLY 35	18,4257	20,0181
PARALEGAL AIDE	10-619		BIWEEKLY	1,289.80	1,401.26
PRINCIPAL RECORDING CLERK	10-685				
PURCHASING ASSISTANT	10-526				
SECRETARY	10-671				
SENIOR VOTING MACHINE TECH	10-793				
WEIGHTS AND MEASURES INSPECTOR	10-727				
ASSISTANT REAL PROPERTY APPRAISER	11-577		ANNUAL	35,416	38,479
BREAST FEEDING COORDINATOR	11-721	K	HRLY 35	19,3927	21,0700
CASEWORK ASSISTANT	11-750		BIWEEKLY	1,357.49	1,474.90
FINANCIAL INVESTIGATOR	11-536				
PC TECHNICIAN/WEB DEVELOPER	11-784				
PRINCIPAL ACCOUNT CLERK TYPIST	11-673				
REAL PROPERTY APPRAISER TRAINEE	11-710				
SOCIAL WELFARE EXAMINER	11-538				
SUBSTANCE ABUSE EVALUATOR	11-076				
WELFARE INVESTIGATOR	11-567				
YOUTH SERVICES SPECIALIST	11-560				
ADMINISTRATIVE ASSISTANT	12-535		ANNUAL	37,277	40,495
ADMINISTRATIVE COMPUTER/ASSISTANT	12-731	L	HRLY 35	20,4118	22,1739
BUYER	12-614		BIWEEKLY	1,428.82	1,552.17
DIETITIAN	12-752				
EMERGENCY SERVICES DISPATCHER	12-551				
EX ASST. COMM ELEC	12-744				
FACILITIES & SECURITY MANAGER	12-741				
MICROCOMPUTER SPECIALIST	12-638				
PROBATION ASSISTANT	12-520				
REAL PROPERTY SYSTEMS SPECIALIST	12-730				
RESOURCE ASSISTANT	12-566				
STAFF DEVELOPMENT SPECIALIST	12-681				
TELECOMMUNICATIONS TECHNICIAN	12-678				
TRANSITION WORKFORCE SPECIALIST	12-783				
WIC PROGRAM NUTRITIONIST	12-572				
WORK PROJECT SUPERVISOR	12-632				
WORKFORCE DEVELOPMENT SPECIALIST	12-761				
YOUTH EMPLOYMENT SPECIALIST	12-773				
ADMINISTRATIVE COORINATOR	13-674		ANNUAL	39,232	42,624
ADMINSTRATIVE SERVICES COORDINATOR	13-754	M	HRLY 35	21,4823	23,3396
COMMUNICATIONS & ADMINISTRATIVE COORDINATOR	13-771		BIWEEKLY	1,503.76	1,633.77
COMPUTER AIDED DISPATCH SYSTEMS COORDINATOR	13-769				
DISPATCH SUPERVISOR	13-797				
GEOGRAPHIC INFORMATION SYSTEM ANALYST	13-714				
PLANNER	13-590				
PROBATION OFFICER TRAINEE	13-631				
PROGRAM ANALYST	13-622				
PROGRAM COORDINATOR ASSIGNED COUNSEL	13-670				
PROGRAM MANGEMENT SPECIALST	13-655				
SENIOR EMERGENCY SERVICES DISPATCHER	13-751				
SENIOR FINANCIAL INVESTIGATOR	13-658				
SENIOR SOCIAL WELFARE EXAMINER	13-558				
TRANSPORTATION ANALYST	13-676				

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Appendix B

26.0892857 Work Days
 1826.25 HOURS (35.0 WK)
 26.09 PAY DAYS

TOMPKINS COUNTY CSEA WHITE COLLAR SALARY SCHEDULE
 FOR **35** HOUR WEEK
 3.0% 2008

GRADE AND CLASSIFICATION:	JOB GRADE	LABOR GRADE		HIRE RATE	WORK RATE
AGING SERVICES PLANNER	14-571		ANNUAL	42,174	45,817
AGING SERVICES SPECIALIST	14-559	N	HRLY 35	23,0932	25,0880
CASEWORKER	14-562		BIWEEKLY	1,616.53	1,756.16
CONTINUING TREATMENT SPECIALIST	14-621				
COORDINATOR OF COMMUNITY YOUTH SERVICES	14-711				
DIVISION COORDINATOR TRAINEE	14-682				
FISCAL COORDINATOR - MENTAL HEALTH	14-782				
GIS ANALYST/TECHICIAN	14-733				
JAIL NURSE	14-707				
LIFE SKILLS COORDINATOR	14-798				
MANAGED CARE COORDINATOR	14-722				
PLANNER/EVALUATOR	14-672				
PLANNING ANALYST	14-684				
PRINCIPAL SOCIAL WELFARE EXAMINER	14-568				
PROBATION ADMINISTRATOR	14-772				
PROBATION OFFICER	14-585				
PUBLIC HEALTH SANITARIAN	14-595				
REAL PROPERTY APPRAISER	14-709				
REGISTERED PROFESSIONAL NURSE	14-565				
SENIOR PARALEGAL AIDE	14-736				
SENIOR PLANNER	14-609				
STAFF DEVELOPMENT & QUALITY COORDINATOR	14-760				
SYSTEMS ANALYST	14-719				
WIC PROGRAM DIRECTOR	14-598				
WORKFORCE DEVELOPMENT COORD	14-790				
YOUTH BUREAU PLANNER	14-634				
BIOTERRORISM PREPAREDNESS COORDINATOR	15-780		ANNUAL	46,390	50,401
COMMUNITY HEALTH NURSE	15-580	O	HRLY 35	25,4018	27,5981
COMMUNITY MENTAL HEALTH NURSE	15-591		BIWEEKLY	1,778.12	1,931.87
DIRECTOR OF PRESCHOOL SPECIAL EDUCATION	15-775				
EMERGENCY SERVICES COORDINATOR	15-689				
FAMILY SERVICES COORDINATOR - FAMILY COURT	15-795				
GIS PROJECT LEADER	15-732				
HEALTH EDUCATION PROMOTION DIRECTOR	15-716				
PHYSICAL THERAPIST	15-579				
PRINCIPAL PLANNER	15-778				
PUBLIC HEALTH SOCIAL WORKER	15-080				
SENIOR CASEWORKER	15-581				
SYSTEMS ANALYST/TECHNICIAN	15-637				
SYSTEMS MANAGER	15-794				
VALUATION SPECIALIST	15-735				

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Appendix B

26.0892857 Work Days
 1826.25 HOURS (35.0 WK)
 26.09 PAY DAYS

TOMPKINS COUNTY CSEA WHITE COLLAR SALARY SCHEDULE
 FOR 35 HOUR WEEK
 3.0% 2008

GRADE AND CLASSIFICATION:	JOB GRADE	LABOR GRADE		HIRE RATE	WORK RATE
ACCOUNTING SUPERVISOR	16-592		ANNUAL	51,031	55,439
CASE SUPERVISOR	16-594	P	HRLY 35	27,9431	30,3567
COORDINATOR OF CHILD SUPPORT ENFORCEMENT	16-574		BIWEEKLY	1,956.01	2,124.97
COORDINATOR OF DUAL RECOVERY SERVICES	16-770				
DIVISION COORDINATOR	16-791				
FINANCIAL SYSTEMS ADMINSTRATOR	16-766				
FORENSIC COUNSELOR	16-675				
LEGAL UNIT ADMINISTRATOR	16-708				
LONG TERM CARE COORDINATOR	16-728				
NETWORK/SYSTEMS ADMINISTRATOR	16-738				
PSYCHIATRIC SOCIAL WORKER	16-599				
PUBLIC HEALTH ENGINEER	16-640				
SENIOR PROBATION OFFICER	16-597				
SENIOR PUBLIC HEALTH SANITARIAN	16-607				
SENIOR VALUATION SPECIALIST	16-796				
SENIOR WELFARE INVESTIGATOR	16-627				
TEAM LEADER	16-656				
TELECOMMUNICATIONS/PRGRM ADMIN	16-739				
CASE SUPERVISOR GRADE A	17-079		ANNUAL	56,133	60,983
SUPERVISING COMMUNITY HEALTH NURSE	17-601	Q	HRLY 35	30,7368	33,3925
SYSTEM ADMINISTRATOR	17-725		BIWEEKLY	2,151.57	2,337.47
CLINIC SUPERVISOR	18-653		ANNUAL	61,750	67,083
NURSE PRACTITIONER/PHYSICIANS ASST	18-712	R	HRLY 35	33,8125	36,7326
STAFF PSYCHOLOGIST	18-608		BIWEEKLY	2,366.87	2,571.29
SUPERVISING PSYCHOLOGIST	19-611	S	ANNUAL	67,920	73,791
			HRLY 35	37,1910	40,4057
			BIWEEKLY	2,603.37	2,828.40

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Appendix C

26.0892857 Work Days
 1956.7 HOURS (37.5 WK)
 26.09 PAY DAYS

TOMPKINS COUNTY CSEA WHITE COLLAR SALARY SCHEDULE
FOR 37.5 HOUR WEEK
 3% 2008

GRADE AND CLASSIFICATION:	JOB GRADE	LABOR GRADE		HIRE RATE	WORK RATE
ACCOUNT CLERK	3-504	C	ANNUAL HRLY 37.5 BIWEEKLY	25,200 12,8789 965.91	27,374 13,9899 1,049.24
CLERK	4-503	D	ANNUAL HRLY 37.5 BIWEEKLY	26,523 13,5550 1,016.62	28,816 14,7269 1,104.51
EMPLOYMENT & TRAINING CLERK KEYBOARD SPECIALIST RECEPTIONIST RECORDS MANAGEMENT SPECIALIST	5-779 5-507 5-506 5-078	E	ANNUAL HRLY 37.5 BIWEEKLY	27,913 14,2654 1,069.90	30,328 15,4996 1,162.47
ACCOUNT CLERK/TYPIST DATA ENTRY MACHINE OPERATOR MAIL CLERK	6-513 6-509 6-615	F	ANNUAL HRLY 37.5 BIWEEKLY	29,382 15,0161 1,126.21	31,921 16,3137 1,223.53
DATA COLLECTOR MAIL AND RECORDS CLERK SENIOR CLERK TRANSPORTATION SPECIALIST VOTING MACHINE TECHNICIAN WEIGH SCALE OPERATOR	7-525 7-789 7-518 7-788 7-075 7-726	G	ANNUAL HRLY 37.5 BIWEEKLY	30,929 15,8067 1,185.51	33,593 17,1682 1,287.62
ASSISTANT ASSESSMENT ACCOUNT SPECIALIST CASE AIDE COMMUNICATIONS ASSISTANT HEALTH AIDE LONG TERM CARE SPECIALIST MOTOR VEHICLE EXAMINER NUTRITION EDUCATOR PURCHASING CLERK RECORDING CLERK SENIOR ACCOUNT CLERK SENIOR ELECTIONS CLERK SENIOR TYPIST E911 PROGRAM SPECIALIST	8-768 8-511 8-077 8-654 8-081 8-505 8-785 8-630 8-687 8-528 8-691 8-519 8-792	H	ANNUAL HRLY 37.5 BIWEEKLY	32,546 16,6331 1,247.49	35,358 18,0703 1,355.27
ASSESSMENT ACCOUNT SPECIALIST FAMILY AND CHILDRENS OUTREACH WORKER HOUSING SPECIALIST OUTREACH WORKER SECURITY OFFICER SENIOR ACCOUNT CLERK/TYPIST SENIOR DATA ENTRY OPERATOR SENIOR RECORDING CLERK SENIOR WEIGH SCALE OPERATOR SOLID WASTE ASSISTANT YOUTH CARE WORKER	9-765 9-745 9-787 9-517 9-650 9-529 9-698 9-690 9-082 9-777 9-657	I	ANNUAL HRLY 37.5 BIWEEKLY	34,258 17,5081 1,313.11	37,213 19,0183 1,426.37

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Appendix C

26.0892857 Work Days
 1956.7 HOURS (37.5 WK)
 26.09 PAY DAYS

TOMPKINS COUNTY C-SEA WHITE COLLAR SALARY SCHEDULE
FOR 37.5 HOUR WEEK
 3% 2008

GRADE AND CLASSIFICATION:	JOB GRADE	LABOR GRADE		HIRE RATE	WORK RATE
DEPUTY REGISTRAR OF VITAL RECORDS	10-776			ANNUAL 36,052	39,170
GEOGRAPHIC INFORMATION SYSTEM TECHNICIAN	10-713	J		HRLY 37.5 18,4249	20,0184
PARALEGAL AIDE	10-619			BIWEEKLY 1,381.87	1,501.38
PRINCIPAL RECORDING CLERK	10-685				
PURCHASING ASSISTANT	10-526				
SECRETARY	10-671				
SENIOR VOTING MACHINE TECH	10-793				
WEIGHTS AND MEASURES INSPECTOR	10-727				
ASSISTANT REAL PROPERTY APPRAISER	11-577			ANNUAL 37,947	41,227
BREAST FEEDING COORDINATOR	11-721	K		HRLY 37.5 19,3934	21,0697
CASEWORK ASSISTANT	11-750			BIWEEKLY 1,454.51	1,580.23
FINANCIAL INVESTIGATOR	11536				
PC TECHNICIAN/WEB DEVELOPER	11-784				
PRINCIPAL ACCOUNT CLERK TYPIST	11-673				
REAL PROPERTY APPRISER TRAINEE	11-710				
SOCIAL WELFARE EXAMINER	11-538				
SUBSTANCE ABUSE EVALUATOR	11-076				
WELFARE INVESTIGATOR	11-567				
YOUTH SERVICES SPECIALIST	11-560				
ADMINISTRATIVE ASSISTANT	12-535			ANNUAL 39,938	43,389
ADMINISTRATIVE COMPUTER/ASSISTANT	12-731	L		HRLY 37.5 20,4109	22,1746
BUYER	12-614			BIWEEKLY 1,530.82	1,663.10
DIETITIAN	12-752				
EMERGENCY SERVICES DISPATCHER	12-551				
EX ASST. COMM ELEC	12-744				
FACILITIES & SECURITY MANAGER	12-741				
MICROCOMPUTER SPECIALIST	12-638				
PROBATION ASSISTANT	12-520				
REAL PROPERTY SYSTEMS SPECIALIST	12-730				
RESOURCE ASSISTANT	12-566				
STAFF DEVELOPMENT SPECIALIST	12-681				
TELECOMMUNICATIONS TECHNICIAN	12-678				
TRANSITION WORKFORCE SPECIALIST	12-783				
WIC PROGRAM NUTRITIONIST	12-572				
WORK PROJECT SUPERVISOR	12-632				
WORKFORCE DEVELOPMENT SPECIALIST	12-761				
YOUTH EMPLOYMENT SPECIALIST	12-773				
ADMINISTRATIVE COORINATOR	13-674			ANNUAL 42,034	45,669
ADMINISTRATIVE SERVICES COORDINATOR	13-754	M		HRLY 37.5 21,4821	23,3398
COMMUNICATIONS & ADMINISTRATIVE COORDINATOR	13-771			BIWEEKLY 1,611.16	1,750.49
COMPUTER AIDED DISPATCH SYSTEMS COORDINATOR	13-769				
DISPATCH SUPERVISOR	13-797				
GEOGRAPHIC INFORMATION SYSTEM ANALYST	13-714				
PLANNER	13-590				
PROBATION OFFICER TRAINEE	13-631				
PROGRAM ANALYST	13-622				
PROGRAM COORDINATOR ASSIGNED COUNSEL	13-670				
PROGRAM MANGEMENT SPECIALST	13-655				
SENIOR EMERGENCY SERVICES DISPATCHER	13-751				
SENIOR FINANCIAL INVESTIGATOR	13-658				
SENIOR SOCIAL WELFARE EXAMINER	13-558				
TRANSPORTATION ANALYST	13-676				

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Appendix C

26.0892857 Work Days
 1956.7 HOURS (37.5 WK)
 26.09 PAY DAYS

TOMPKINS COUNTY CSEA WHITE COLLAR SALARY SCHEDULE
FOR 37.5 HOUR WEEK
 3% 2008

GRADE AND CLASSIFICATION:	JOB GRADE	LABOR GRADE		HIRE RATE	WORK RATE
AGING SERVICES PLANNER	14-571			ANNUAL 45,187	49,091
AGING SERVICES SPECIALIST	14-559	N		HRLY 37.5 23,0935	25,0887
CASEWORKER	14-562			BIWEEKLY 1,732.01	1,881.65
CONTINUING TREATMENT SPECIALIST	14-621				
COORDINATOR OF COMMUNITY YOUTH SERVICES	14-711				
DIVISION COORDINATOR TRAINEE	14-786				
FISCAL COORDINATOR - MENTAL HEALTH	14-782				
GIS ANALYST/TECHNICIAN	14-733				
JAIL NURSE	14-707				
LIFE SKILLS COORDINATOR	14-798				
MANAGED CARE COORDINATOR	14-722				
PLANNER/EVALUATOR	14-672				
PLANNING ANALYST	14-684				
PRINCIPAL SOCIAL WELFARE EXAMINER	14-568				
PROBATION ADMINISTRATOR	14-772				
PROBATION OFFICER	14-585				
PUBLIC HEALTH SANITARIAN	14-595				
REAL PROPERTY APPRAISER	14-709				
REGISTERED PROFESSIONAL NURSE	14-565				
SENIOR PARALEGAL AIDE	14-736				
SENIOR PLANNER	14-609				
STAFF DEVELOPMENT & QUALITY COORDINATOR	14-760				
SYSTEMS ANALYST	14-719				
WIC PROGRAM DIRECTOR	14-598				
WORKFORCE DEVELOPMENT COORD.	14-790				
YOUTH BUREAU PLANNER	14-634				
BIOTERRORISM PREPAREDNESS COORDINATOR	15-780			ANNUAL 49,705	54,000
COMMUNITY HEALTH NURSE	15-580	O		HRLY 37.5 25,4025	27,5975
COMMUNITY MENTAL HEALTH NURSE	15-591			BIWEEKLY 1,905.19	2,069.82
DIRECTOR OF PRESCHOOL SPECIAL EDUCATION	15-775				
EMERGENCY SERVICES COORDINATOR	15-689				
FAMILY SERVICES COORDINATOR - FAMILY COURT	15-795				
GIS PROJECT LEADER	15-732				
HEALTH EDUCATION PROMOTION DIRECTOR	15-716				
PHYSICAL THERAPIST	15-579				
PRINCIPAL PLANNER	15-778				
PUBLIC HEALTH SOCIAL WORKER	15-080				
SENIOR CASEWORKER	15-581				
SYSTEMS ANALYST/TECHNICIAN	15-637				
SYSTEMS MANAGER	15-794				
VALUATION SPECIALIST	15-735				

1/1/2008

Appendix C

26.0892857 Work Days
 1956.7 HOURS (37.5 WK)
 26.09 PAY DAYS

TOMPKINS COUNTY CSEA WHITE COLLAR SALARY SCHEDULE
FOR 37.5 HOUR WEEK
 3% 2008

GRADE AND CLASSIFICATION:	JOB GRADE	LABOR GRADE		HIRE RATE	WORK RATE
ACCOUNTING SUPERVISOR	16-592		ANNUAL	54,677	59,399
CASE SUPERVISOR	16-594	P	HRLY 37.5	27,9435	30,3568
COORDINATOR OF CHILD SUPPORT ENFORCEMENT	16-574		BIWEEKLY	2,095.76	2,276.76
COORDINATOR OF DUAL RECOVERY SERVICES	16-770				
DIVISION COORDINATOR	16-791				
FINANCIAL SYSTEMS ADMINSTRATOR	16-766				
FORENSIC COUNSELOR	16-675				
LEGAL UNIT ADMINISTRATOR	16-708				
LONG TERM CARE COORDINATOR	16-728				
NETWORK/SYSTEMS ADMINISTRATOR	16-738				
PSYCHIATRIC SOCIAL WORKER	16-599				
SENIOR PROBATION OFFICER	16-597				
SENIOR PUBLIC HEALTH SANITARIAN	16-607				
SENIOR VALUATION SPECIALIST	16-796				
SENIOR WELFARE INVESTIGATOR	16-627				
TEAM LEADER	16-656				
TELECOMMUNICATIONS/PRGRM ADMIN	16-739				
CASE SUPERVISOR GRADE A	17-079		ANNUAL	60,144	65,340
SUPERVISING COMMUNITY HEALTH NURSE	17-601	Q	HRLY 37.5	30,7375	33,3930
SYSTEM ADMINISTRATOR	17-725		BIWEEKLY	2,305.31	2,504.48
CLINIC SUPERVISOR	18-653		ANNUAL	66,160	71,873
NURSE PRACTITIONER/PHYSICIANS ASST	18-712	R	HRLY 37.5	33,8121	36,7318
STAFF PSYCHOLOGIST	18-608		BIWEEKLY	2,535.91	2,754.89
SUPERVISING PSYCHOLOGIST	19-611	S	ANNUAL	72,773	79,062
			HRLY 37.5	37,1918	40,4059
			BIWEEKLY	2,789.38	3,030.44

1/1/2008

Appendix D

26.0892857 Work Days
 2087.14 HOURS (40.WK)
 26.09 PAY DAYS

TOMPKINS COUNTY CSEA WHITE COLLAR SALARY SCHEDULE
FOR 40 HOUR WEEK
 3% 2008

GRADE AND CLASSIFICATION:	JOB GRADE	LABOR GRADE		HIRE RATE	WORK RATE
ACCOUNT CLERK	3-504	C	ANNUAL	26,880	29,199
			HRLY 40	12,8789	13,9899
			BIWEEKLY	1,030.31	1,119.20
CLERK	4-503	D	ANNUAL	28,290	30,736
			HRLY 40	13,5544	14,7264
			BIWEEKLY	1,084.35	1,178.11
EMPLOYMENT & TRAINING CLERK	5-779	E	ANNUAL	29,774	32,349
KEYBOARD SPECIALIST	5-507		HRLY 40	14,2654	15,4992
RECEPTIONIST	5-506		BIWEEKLY	1,141.23	1,239.93
RECORDS MANAGEMENT SPECIALIST	5-078				
ACCOUNT CLERK/TYPIST	6-513	F	ANNUAL	31,340	34,049
DATA ENTRY MACHINE OPERATOR	6-509		HRLY 40	15,0157	16,3137
MAIL CLERK	6-615		BIWEEKLY	1,201.26	1,305.10
DATA COLLECTOR	7-525	G	ANNUAL	32,991	35,832
MAIL AND RECORDS CLERK	7-789		HRLY 40	15,8068	17,1680
SENIOR CLERK	7-518		BIWEEKLY	1,264.54	1,373.44
TRANSPORTATION SPECIALIST	7-788				
VOTING MACHINE TECHNICIAN	7-075				
WEIGH SCALE OPERATOR	7-726				
ASSISTANT ASSESSMENT ACCOUNT SPECIALIST	8-768	H	ANNUAL	34,718	37,713
CASE AIDE	8-511		HRLY 40	16,6342	18,0692
COMMUNICATIONS ASSISTANT	8-077		BIWEEKLY	1,330.74	1,445.54
HEALTH AIDE	8-654				
LONG TERM CARE SPECIALIST	8-081				
MOTOR VEHICLE EXAMINER	8-505				
NUTRITION EDUCATOR	8-785				
PURCHASING CLERK	8-630				
RECORDING CLERK	8-687				
SENIOR ACCOUNT CLERK	8-528				
SENIOR ELECTIONS CLERK	8-691				
SENIOR TYPIST	8-519				
E911 PROGRAM SPECIALIST	8-792				
ASSESSMENT ACCOUNT SPECIALIST	9-765	I	ANNUAL	36,541	39,693
FAMILY AND CHILDRENS OUTREACH WORKER	9-745		HRLY 40	17,5077	19,0179
HOUSING SPECIALIST	9-787		BIWEEKLY	1,400.61	1,521.43
OUTREACH WORKER	9-517				
SECURITY OFFICER	9-650				
SENIOR ACCOUNT CLERK/TYPIST	9-529				
SENIOR DATA ENTRY OPERATOR	9-698				
SENIOR RECORDING CLERK	9-690				
SENIOR WEIGH SCALE OPERATOR	9-082				
SOLID WASTE ASSISTANT	9-777				
YOUTH CARE WORKER	9-657				

1/1/2008

Appendix D

26.0892857 Work Days
 2087.14 HOURS (40.WK)
 26.09 PAY DAYS

TOMPKINS COUNTY CSEA WHITE COLLAR SALARY SCHEDULE
FOR 40 HOUR WEEK
 3% 2008

GRADE AND CLASSIFICATION:	JOB GRADE	LABOR GRADE		HIRE RATE	WORK RATE
DEPUTY REGISTRAR OF VITAL RECORDS	10-776		ANNUAL	38,456	41,780
GEOGRAPHIC INFORMATION SYSTEM TECHNICIAN	10-713	J	HRLY 40	18,4252	20,0178
PARALEGAL AIDE	10-619		BIWEEKLY	1,474.02	1,601.42
PRINCIPAL RECORDING CLERK	10-685				
PURCHASING ASSISTANT	10-526				
SECRETARY	10-671				
SENIOR VOTING MACHINE TECH	10-793				
WEIGHTS AND MEASURES INSPECTOR	10-727				
ASSISTANT REAL PROPERTY APPRAISER	11-577		ANNUAL	40,476	43,976
BREAST FEEDING COORDINATOR	11-721	K	HRLY 40	19,3930	21,0700
CASEWORK ASSISTANT	11-750		BIWEEKLY	1,551.44	1,685.60
FINANCIAL INVESTIGATOR	11-536				
PC TECHNICIAN /WEB DEVELOPER	11-784				
PRINCIPAL ACCOUNT CLERK TYPIST	11-673				
REAL PROPERTY APPRISER TRAINEE	11-710				
SOCIAL WELFARE EXAMINER	11-538				
SUBSTANCE ABUSE EVALUATOR	11-076				
WELFARE INVESTIGATOR	11-567				
YOUTH SERVICES SPECIALIST	11-560				
ADMINISTRATIVE ASSISTANT	12-535		ANNUAL	42,603	46,280
ADMINISTRATIVE COMPUTER/ASSISTANT	12-731	L	HRLY 40	20,4121	22,1739
BUYER	12-614		BIWEEKLY	1,632.97	1,773.91
DIETITIAN	12-752				
EMERGENCY SERVICES DISPATCHER	12-551				
EX ASST. COMM ELEC	12-744				
FACILITIES & SECURITY MANAGER	12-741				
MICROCOMPUTER SPECIALIST	12-638				
PROBATION ASSISTANT	12-520				
REAL PROPERTY SYSTEMS SPECIALIST	12-730				
RESOURCE ASSISTANT	12-566				
STAFF DEVELOPMENT SPECIALIST	12-681				
TELECOMMUNICATIONS TECHNICIAN	12-678				
TRANSITION WORKFORCE SPECIALIST	12-783				
WIC PROGRAM NUTRITIONIST	12-572				
WORK PROJECT SUPERVISOR	12-632				
WORKFORCE DEVELOPMENT SPECIALIST	12-761				
YOUTH EMPLOYMENT SPECIALIST	12-773				
ADMINISTRATIVE COORINATOR	13-674		ANNUAL	44,836	48,715
ADMINISTRATIVE SERVICES COORDINATOR	13-754	M	HRLY 40	21,4820	23,3405
COMMUNICATIONS & ADMINISTRATIVE COORDINATOR	13-771		BIWEEKLY	1,718.56	1,867.24
COMPUTER AIDED DISPATCH SYSTEMS COORDINATOR	13-769				
DISPATCH SUPERVISOR	13-797				
GEOGRAPHIC INFORMATION SYSTEM ANALYST	13-714				
PLANNER	13-590				
PROBATION OFFICER TRAINEE	13-631				
PROGRAM ANALYST	13-622				
PROGRAM COORDINATOR ASSIGNED COUNSEL	13-670				
PROGRAM MANGEMENT SPECIALST	13-655				
SENIOR EMERGENCY SERVICES DISPATCHER	13-751				
SENIOR FINANCIAL INVESTIGATOR	13-658				
SENIOR SOCIAL WELFARE EXAMINER	13-558				
TRANSPORTATION ANALYST	13-676				

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Appendix D

26.0892857 Work Days
 2087.14 HOURS (40.WK)
 26.09 PAY DAYS

TOMPKINS COUNTY CSEA WHITE COLLAR SALARY SCHEDULE
FOR 40 HOUR WEEK
 3% 2008

GRADE AND CLASSIFICATION:	JOB GRADE	LABOR GRADE		HIRE RATE	WORK RATE
AGING SERVICES PLANNER	14-571		ANNUAL	48,199	52,363
AGING SERVICES SPECIALIST	14-559	N	HRLY 40	23,0933	25,0884
CASEWORKER	14-562		BIWEEKLY	1,847.46	2,007.07
CONTINUING TREATMENT SPECIALIST	14-621				
COORDINATOR OF COMMUNITY YOUTH SERVICES	14-711				
DIVISION COORDINATOR TRAINEE	14-786				
FISCAL COORDINATOR - MENTAL HEALTH	14-782				
GIS ANALYST/TECHICIAN	14-733				
JAIL NURSE	14-707				
LIFE SKILLS COORDINATOR	14-798				
MANAGED CARE COORDINATOR	14-722				
PLANNER/EVALUATOR	14-672				
PLANNING ANALYST	14-684				
PRINCIPAL SOCIAL WELFARE EXAMINER	14-568				
PROBATION ADMINISTRATOR	14-772				
PROBATION OFFICER	14-585				
PUBLIC HEALTH SANITARIAN	14-595				
REAL PROPERTY APPRAISER	14-709				
REGISTERED PROFESSIONAL NURSE	14-565				
SENIOR PARALEGAL AIDE	14-736				
SENIOR PLANNER	14-609				
STAFF DEVELOPMENT & QUALITY COORDINATOR	14-760				
SYSTEMS ANALYST	14-719				
WIC PROGRAM DIRECTOR	14-598				
WORKFORCE DEVELOPMENT COORD.	14-790				
YOUTH BUREAU PLANNER	14-634				
BIOTERRORISM PREPAREDNESS COORDINATOR	15-780		ANNUAL	53,017	57,602
COMMUNITY HEALTH NURSE	15-580	O	HRLY 40	25,4017	27,5985
COMMUNITY MENTAL HEALTH NURSE	15-591		BIWEEKLY	2,032.14	2,207.88
DIRECTOR OF PRESCHOOL SPECIAL EDUCATION	15-775				
EMERGENCY SERVICES COORDINATOR	15-689				
FAMILY SERVICES COORDINATOR - FAMILY COURT	15-795				
GIS PROJECT LEADER	15-732				
HEALTH EDUCATION PROMOTION DIRECTOR	15-716				
PHYSICAL THERAPIST	15-579				
PRINCIPAL PLANNER	15-778				
PUBLIC HEALTH SOCIAL WORKER	15-080				
SENIOR CASEWORKER	15-581				
SYSTEMS ANALYST/TECHNICIAN	15-637				
SYSTEMS MANAGER	15-794				
VALUATION SPECIALIST	15-735				

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Appendix D

26.0892857 Work Days
 2087.14 HOURS (40.WK)
 26.09 PAY DAYS

TOMPKINS COUNTY CSEA WHITE COLLAR SALARY SCHEDULE
FOR 40 HOUR WEEK
 3% 2008

GRADE AND CLASSIFICATION:	JOB GRADE	LABOR GRADE		HIRE RATE	WORK RATE
ACCOUNTING SUPERVISOR	16-592		ANNUAL	58,321	63,358
CASE SUPERVISOR	16-594	P	HRLY 40	27,9430	30,3563
COORDINATOR OF CHILD SUPPORT ENFORCEMENT	16-574		BIWEEKLY	2,235.44	2,428.51
COORDINATOR OF DUAL RECOVERY SERVICES	16-770				
DIVISION COORDINATOR	16-791				
FINANCIAL SYSTEMS ADMINSTRATOR	16-766				
FORENSIC COUNSELOR	16-675				
LEGAL UNIT ADMINISTRATOR	16-708				
LONG TERM CARE COORDINATOR	16-728				
NETWORK/SYSTEMS ADMINISTRATOR	16-738				
PSYCHIATRIC SOCIAL WORKER	16-599				
PUBLIC HEALTH ENGINEER	16-640				
SENIOR PROBATION OFFICER	16-597				
SENIOR PUBLIC HEALTH SANITARIAN	16-607				
SENIOR VALUATION SPECIALIST	16-796				
SENIOR WELFARE INVESTIGATOR	16-627				
TEAM LEADER	16-656				
TELECOMMUNICATIONS/PRGRM ADMIN	16-739				
CASE SUPERVISOR GRADE A	17-079		ANNUAL	64,154	69,697
SUPERVISING COMMUNITY HEALTH NURSE	17-601	Q	HRLY 40	30,7377	33,3935
SYSTEM ADMINISTRATOR	17-725		BIWEEKLY	2,459.02	2,671.48
CLINIC SUPERVISOR	18-653		ANNUAL	70,570	76,667
NURSE PRACTITIONER/PHYSICIANS ASST	18-712	R	HRLY 40	33,8118	36,7330
STAFF PSYCHOLOGIST	18-608		BIWEEKLY	2,704.94	2,938.64
SUPERVISING PSYCHOLOGIST	19-611	S	ANNUAL	77,622	84,332
			HRLY 40	37,1906	40,4055
			BIWEEKLY	2,975.24	3,232.44

Appendix E

ALTERNATE DATES FOR CIVIL SERVICE EXAMS

A candidate is **NEVER**, allowed to take an examination **PRIOR TO** a scheduled Saturday examination. This particular part of this policy is not flexible. However, if an applicant wants to take the exam on an alternate date after the scheduled Saturday, he/she must submit their request in writing to the Commissioner of Personnel for approval. The request must include the reason for the alternate date and confirming documentation. The preferred day for an alternate test date would be Monday immediately following the Saturday test. The starting time will be set at the discretion of the Personnel Office. There may be times when the preferred alternate test date is not feasible. Tuesday through Friday examination dates can be requested and will be given due consideration by the Commissioner of Personnel. Examinations beyond Friday, however, pose special security problems. An alternate beyond Friday may be possible with the knowledge and approval of the New York State Department of Civil Service. Special arrangements for the testing of candidates after the week following the normally scheduled test date or those who were on active military duty at the time of the original examination need to be set up through New York State.

Acceptable reasons for rescheduling will be:

- A death in the immediate family or household within the week preceding the examination (present a newspaper obituary)
- Military Obligations or commitment (present a copy of your orders)
- Saturday Sabbath Observance (present a letter from your religious leader)
- Being a member of a traditional, religious or civil ceremonial party, such as a wedding, baptism, bar mitzvah or graduation; or be a member of the immediate family or household of the individual for whom the ceremony is being held (present invitations, or other appropriate documentation)
- Having conflicting professional or educational examinations. Professional examinations include but are not necessarily limited to: CPA, ACSW, and the Bar. Education examinations include but are not necessarily limited to: SAT, College Boards, and Graduate Records. (present your admittance notice)
- Vacations for which non-refundable down payments were made prior to the issue date of the examination announcement. (present receipts, copy of plane tickets, etc.)
- Required court appearances. (present your letter)
- As an accommodation for handicapped individuals (present appropriate documentation)
- Verifiable medical emergency involving a hospital confinement or certification from a physician that the candidate is unable to appear for the examination due to a specific medical problem of the candidate or member of the immediate family or household. (present doctor's note)
- Emergency weather conditions, verified by the local public safety agency, that leads to the closing of specific roads, highways or independent transportation services which prevents a candidate from reaching the test center. (can be confirmed by contacting the Sheriff, State Patrol or Police Chief in the area allegedly closed)
- Any other verifiable situation that, in the Commissioner's opinion, would prevent a candidate from reaching the test center. (submit appropriate documentation)

The burden of proof of the validity of the request is on the applicant. Ambiguities or lack of information in the request will result in disapproval of the request. The Commissioner of Personnel will be the final authority in the approval of requests. This policy supersedes and replaces any prior policy. 05/27/97

Side Letter

Employees will continue to be eligible to apply for – at no cost to the employee – monthly transit passes with a value equal to the prevailing monthly pass rate.