

# **AGREEMENT**

*BETWEEN*



**MONROE COUNTY**

AND

**MONROE COUNTY FEDERATION OF SOCIAL  
WORKERS**

**I.U.E.-C.W.A. 381**

**JANUARY 1, 2009  
TO  
DECEMBER 31, 2016**

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## **AGREEMENT**

This is an agreement made and entered into this 20th day of October 2005, by and between Monroe County, a municipal corporation with offices at the County Office Building, 39 West Main Street, Rochester, New York (hereinafter referred to as the "County") and the Monroe County Federation of Social Workers, I.U.E.-C.W.A. 81381, A.F.L.-C.I.O., (hereinafter referred to as the "Federation") located at 167 Flanders Street, Rochester, New York.

### **ARTICLE 1 PURPOSE**

It is the intent and purpose of this agreement to promote and improve harmonious relations between the parties hereto, and to set forth herein, the covering rates of pay, hours of work and conditions of employment, to facilitate the continuance of orderly collective bargaining relations between the parties and to secure a prompt equitable disposition of grievances, pursuant to the New York State Public Employment Fair Employment Act.

The parties herein further agree that the County and the Federation, through its members, are engaged in furnishing an essential public service to the community. The parties, therefore, have a high degree of responsibility in so serving the public to maintain such services without interruption.

The provisions of this agreement shall be applied equally to all employees in the bargaining unit, without discrimination as to age, sex, race, color, creed, national origin or lawful political affiliation.

The parties agree to meet and confer in respect to any problem relating to affirmative action, with a sincere desire to resolve such problem.

Nothing contained herein shall be construed to violate Civil Service Law, rules and regulations.

### **ARTICLE 2 RECOGNITION**

**Section 2.1:** Pursuant to the certification granted by the Monroe County Public Employment Relations Board on October 30, 1972, the County hereby recognizes the Monroe County Federation of Social Workers, I.U.E.-C.W.A. 81381, as the sole and exclusive representative for all employees in the collective bargaining unit, as set forth in Article 4, with the exception of employees in pay group 17 who were hired after May 1, 1991, and Student Governmental Trainees.

**Section 2.2:** The County shall deduct dues and initiation fees as designated by the Federation from the salaries and wages of employees who have signed authorizations permitting such deductions, and shall remit these deductions with a check off list to the Treasurer of the Federation by the thirtieth day of each month.

**Section 2.3:** Effective upon the execution of this agreement, the County shall deduct from the wages of each employee who is not a member of the Union an Agency Shop fee equivalent to the regular dues levied by the Union in accordance with the provisions of Section 208(3) (b) of the Civil Service Law and to remit such Agency Shop fees in accordance with Section 2.2 of this Article.

**Section 2.4:** Any employee covered by this contract who requests the withdrawal of his Federation membership shall do so in writing. Such written indication shall be addressed and sent to the Director of Human Resources, County of Monroe, and to the President of the Federation and shall be submitted thirty days in advance of said intended withdrawal in order to assure adequate time to adjust the payroll dues deduction.

**Section 2.5:** The County shall provide payroll deduction for employee contributions to the Federation COPE Fund, upon written authorization of the employee. The deductions shall be remitted by the County to the Federation Treasurer separately from other funds on a regular basis, as agreed to by both parties.

**Section 2.6:** Each party to this agreement hereby affirms its commitment to adhere to all the terms of this agreement for the duration of this agreement. The Federation hereby affirms its statutory responsibility not to engage in, cause, instigate, encourage or condone any strike or other concerted stoppage of work or slowdown.

**ARTICLE 3  
MANAGEMENT RIGHTS**

**Section 3.1:** The parties acknowledge that during the negotiations that resulted in this agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any bargainable subject matter, and that this agreement represents the complete and final understanding on all bargainable issues discussed by the parties. Therefore, the parties voluntarily waive the right, and each agrees that the other shall not be obligated, during the term of this agreement, to bargain collectively with respect to any bargainable issue discussed during the negotiations or expressed in this agreement, provided, however, that the County may not act unilaterally in any area that is a mandatory subject of bargaining; and, provided further, that nothing in this section shall be deemed to infringe upon the County's rights of management as set forth in the next section.

**Section 3.2:** The Federation recognizes that all of the functions, rights, powers, responsibilities and authority of the County, in regard to the operation of its departments and the direction of its work force, which the County has not specifically abridged, deleted, delegated, granted or modified by this agreement, are, and shall remain, exclusively those of the County, except that the County agrees to continue during the term of this agreement its past practices which have been consistently in effect, and which affect a significant number of bargaining unit employees.

**ARTICLE 4  
COLLECTIVE BARGAINING UNIT**

<b>TITLE</b>	<b>GROUP</b>
Administrative Caseworker .....	59
Administrative Examiner .....	59
Alzheimer Family Outreach Coordinator.....	56
Associate Legal Assistant.....	56
Casework Aide .....	46
Casework Supervisor .....	57
Caseworker .....	53
Caseworker - Bilingual.....	53
Child Assistance Program Coordinator .....	57
Child Care Worker .....	51
Child Care Visitation Worker.....	49
Child Development Specialist .....	55
Child Support Enforcement Supervisor .....	55
Child Support Examiner .....	51
Child Support Examiner - Bilingual.....	51
Child Support Investigator .....	53
Child Support Investigator - Bilingual .....	53
Community Service Coordinator .....	58
Coordinator for Change Structure Process .....	55
Developmental Disabilities Outreach Worker, Part-time .....	53
Domestic Violence Program Coordinator .....	58

Eligibility Evaluator .....	49
Eligibility Evaluator II .....	51
Emergency Housing Coordinator .....	58
Emergency Housing Specialist.....	50
Employment Coordinator .....	58
Energy Program Evaluator .....	49
Examiner .....	51
Examiner - Bilingual.....	51
Home Care Services Coordinator .....	58
Identification Technician.....	49
Legal Assistant DSS & CSEU, only .....	52
Legal Assistant Fair Hearings.....	53
Long Term Care Monitor .....	53
Medical Social Services Coordinator.....	58
Medical Social Worker .....	55
Mental Hygiene Services Coordinator .....	58
Neighborhood Representative .....	50
Neighborhood Service Representative - Bilingual .....	54
Principal Child Care Worker .....	57
Project Coordinator Developmentally Disabled Children .....	57
Public Health Social Worker .....	55
Senior Caseworker .....	55
Senior Child Care Worker.....	53
Senior Child Support Examiner .....	54
Senior Emergency Housing Specialist .....	52
Senior Energy Program Coordinator .....	55
Senior Energy Program Evaluator .....	53
Senior Examiner.....	53
Senior Examiner - Bilingual .....	53
Senior Identification Technician .....	51
Senior Legal Assistant DSS & CSEU, only .....	55
Senior Medical Social Worker.....	56
Senior Social Services Investigator .....	54
Social Services Investigations Coordinator .....	58
Social Services Investigator .....	53
Social Work Intern Supervisor, Part-time.....	57
Supervising Child Care Worker .....	55
Supervising Emergency Housing Specialist.....	54
Supervising Examiner .....	55
Supervising Social Services Investigator .....	55
Supervisor of Client Benefits .....	55
Supervisor Fair Hearings.....	57
Supervisor of Long Term Care.....	55
Teacher.....	55
Youth Project Coordinator.....	55
Youth Project Worker .....	53

And any other classification which may be agreed to in writing between the parties hereto.

Part-time employees within the above job titles shall be considered as part of the bargaining unit. The foregoing job titles are illustrative only, and the parties agree that any title change, which is substantially equivalent to the former title, shall be included in this Article.

## **ARTICLE 5 COMPENSATION**

**Section 5.1:** Effective January 1, 2016 for unit members hired before January 1, 2016, the salary schedule will be increased by 1.5% from the 2008 salary schedule.

**Section 5.2:** Effective January 1, 2016, for unit members hired before January 1, 2016 and on payroll on January 1, 2016 shall receive a bonus equal to 1% of their base annual salary, payable in the first payroll after ratification.

**Section 5.3:** All unit members hired on or after January 1, 2016 will be paid on a new salary schedule on which the entry rates shall be the same as the 2015 schedule, but there shall be steps A through L with 2% between each step.

**Section 5.4:** All employees coming on the payroll of the County shall be hired at Step "X" of the salary schedule or at a higher step, at the discretion of the Director of Human Resources. Employees commencing employment at Step "X" shall, upon satisfactory completion of the probationary period, advance to Step "A". For purposes of increment evaluation, the date of employment shall remain as the anniversary date.

**Section 5.5:** Employees shall receive increments effective the first full pay period of the month in which their anniversary date occurs.

**Section 5.6:** An employee's date of provisional appointment shall be his increment anniversary date. When a provisional employee achieves permanent status in that title, he shall retain the same increment date as the date of provisional appointment.

**Section 5.7:** When an employee is promoted to a job title having a higher salary rate, he shall, upon promotion, be paid that salary step in the higher pay group which is at least equal to the next increment in his old title.

If the employee, upon promotion, is at step K or step L in the salary schedule, the employee shall then move to the salary step in the new position which is immediately above the salary in the previous position, plus one additional step.

An employee who moves to a new title without a change in pay group shall, for purposes of increment evaluation, retain his anniversary date prior to the title change.

**Section 5.8:** Pay days shall be bi-weekly. If the pay day falls on a holiday, the preceding workday shall become the pay day.

## **ARTICLE 6 DIFFERENTIAL PAY**

All employees who are on the County payroll as of December 18, 1973 and who receive a 10% educational differential shall continue to receive such differential.

All employees who are on the County payroll as of December 18, 1973 and who subsequently acquire a Master's degree in Social Work shall also receive such differential.

All Casework Aides on the County payroll as of December 18, 1973 who are receiving a 10% differential shall continue to receive such differential.

All Casework Aides on the County payroll as of December 18, 1973 and who subsequently acquire a high school diploma or equivalency certificate shall receive such differential.

Nothing contained in this article shall apply to employees hired subsequent to December 18, 1973.

## **ARTICLE 7 PERSONNEL RULES**

**Section 7.1:** The Department of Human Resources, with the cooperation of the Information Services Department, will maintain records of attendance for all County employees. Each department head is responsible for the accuracy of each attendance record and for following the prescribed procedures. Each department head and employee is responsible for reporting attendance and leave data.

Each employee shall sign a time accounting card attesting to the fact that the employee was "to duty" or on designated type of leave during each day of the pay period. This must be countersigned with an approved signature in the employee's department. Pay will be authorized only after submission of an approved time accounting card.

**Section 7.2:** Abuses in utilization of earned credits and/or time off may result in disciplinary action.

In the event of public transportation difficulties, severe storms, floods or similar uncontrollable conditions affecting a group of employees, tardiness and absences may be excused from disciplinary action and employees will be allowed to use their credits to avoid loss of pay.

**Section 7.3:** The parties agree that all employees will be paid on Friday in 26 equal payroll periods during the course of the year. When requested by the employee, regular authorized deduction plans that have been approved by the Director of Human Resources shall be made each payday.

**Section 7.4:** During any absence with pay, there shall be no interruption of an employee's service. Credits shall be earned by full-time employees during all payroll periods in which the employee is on full pay status, with the exception of paid educational leave, during which time credits shall not accrue.

**Section 7.5:** Credits shall be earned by all full-time employees; credits shall accumulate in days and hours and can be used in no less than quarter hour units as approved by the department head or his designee.

Credits earned or taken may be charged or credited in quarter hour blocks.

Earned credits are based upon an employee's hiring date, which shall remain constant. If job changes occur within County government, credits shall remain with the employee.

All credits must be earned before they can be used. Credits accrued shall be noted on each time accounting card in terms of days and hours appropriate to the job. An employee's signature and a counter signature by his department head or his designee on the time accounting card attests to the accuracy of the leave, days accrued and posted.

**Section 7.6:** If an injury occurs as the result of employment, up to five days' salary will be paid without charge against earned sick leave credits. These five days may be credited only within a seven day period immediately following the date of injury. To be entitled to the five days' pay, the following conditions must prevail:

1. The employee must have received medical care relating to the work related illness or injury.
2. A statement of the disability from the attending physician must be submitted to the department head or his designee on/before the seventh day following the commencement of the disability.



3. The physician's statement must confirm that a work related disability occurred and state an expected date of return to work, if possible.

Further compensation will be paid according to the rules of the Worker's Compensation Law.

**Section 7.7:** If an employee is required to render military duty, he shall be granted a military leave of absence pursuant to Section 243 of the Military Law of the State of New York.

Application for reinstatement must be made within ninety days from the day military service is terminated. Upon return to County service, all sick and vacation credits to which an employee was entitled at the beginning of the leave will be restored. Adjustments will be awarded in accordance with Civil Service Law and Section 243 of the Military Law of the State of New York.

Consistent with Section 242 of the Military Law of the State of New York, members of the National Guard or the Reserve of the Army, Navy, Marine Corps, Air Force or Coast Guard will be granted a military duty leave of absence up to 30 working days with pay in any calendar year.

**Section 7.8:** An employee who is pregnant may continue working as long as she and her attending physician feel she can adequately perform her work.

A pregnancy related disability shall be treated in the same manner as any other non- occupational disability in respect to sick leave benefits, except that pregnancy related disability shall be certified by the attending physician prior to the payment of sick leave benefits to which the employee may be entitled.

The employee may use any accumulated vacation or compensatory time credits during the non-disability period of maternity leave.

The employee has the right to be reinstated in a position of equivalent pay, subject to the written approval of her attending physician.

Maternity leave shall not exceed one (1) year, which shall include paid and unpaid time.

In the event of an employee adopting a child, the employee, upon written request, shall be granted a leave not to exceed one year, which shall permit the use of earned credits (excluding sick leave) and unpaid leave.

**Section 7.9:** A written request for a leave of absence without pay for reasons not cited in the Personnel Rules must be submitted to the employee's department head. Upon recommendation and approval of the Director of Human Resources, leave may be granted for no more than one (1) year.

**Section 7.10:**

1. Transfer to another office or department into a job with the same classification and qualifications are permissible for the benefit of the County. Requests for a transfer by an employee shall be made to the Director of Human Resources.
2. In the cases of resignation or retirement, a written notice of intention shall be given to the department head at least two weeks prior to the last day of employment; compensation will be made for unused vacation and compensatory days up to forty working days in each category.

An employee who is discharged after a determination of incompetency or misconduct or who fails to give two (2) weeks' notice of resignation or retirement shall forfeit compensation for unused vacation credits.

An employee who resigns or retires without giving two (2) weeks' notice shall be entitled to a seventy-two (72) hour "cooling-off" period, during which time he may modify his position by giving the required two (2) weeks' notice; in which case, he will be entitled to the unused compensation for vacation credits.

It is understood, however, that such "cooling-off" period shall not affect the decision to resign or retire, and will not require the department head or his designee to rescind the acceptance of such resignation or retirement.

In the event of an employee's death, compensation for unused credits will be paid first to his beneficiary and then to his estate.

If a person has held a permanent appointment in the competitive class and has resigned, he may be reinstated without examination within one year from the date of such termination. Reinstatement into the same or a similar position, in the same or lower grade, will be subject to Civil Service regulations. A reinstated employee may be granted some sick leave credits at the discretion of the Director of Human Resources.

Any employee removed for just cause from County service will not be eligible for reinstatement.

3. Employment and assignment of relatives shall be pursuant to the policy promulgated by Monroe County.

## **ARTICLE 8 RETIREMENT**

**Section 8.1:** The improved Career Plan, Section 75-i, shall be continued by the County of Monroe.

**Section 8.2:** All members of the Plan are granted the application of unused sick leave as additional service credit upon retirement up to 165 days.

**Section 8.3:** The County shall provide the death benefit provisions of Section 75-i in accordance with the rules and regulations applicable to pre and post 1973 participants.

**Section 8.4:** The parties agree that the provisions of this article shall not be inconsistent with the provisions of the New York State Retirement Fund as enacted by the New York State Legislature

**Section 8.5:** The County will inform new employees during the first ten workdays of their eligibility for participation in the New York State Retirement System.

## **ARTICLE 9 HEALTH INSURANCE**

**Section 9.1:** Effective January 1, 2006, *full-time unit members hired by the County prior to January 1, 1986* may, by application, become eligible for health insurance as follows:

1. Blue Point 2 Select with the employee contributing 6.25% of the premium cost.
2. Blue Point 2 Value with the employee contributing 4% of the premium cost. The County contribution to the HRA will be discontinued effective December 31, 2015 and reimbursement requests must be received on or before December 31, 2016

**Section 9.2:** Effective January 1, 2006, *full-time unit members hired by the County on or after January 1, 1986 but before January 1, 2006, and unit members, who are part-time employees prior to January 1, 2006 and subsequently become full-time employees*, may, by application, become eligible for health insurance as follows:

1. Blue Point 2 Select with the employee contributing 8% of the premium cost.
2. Blue Point 2 Value with the employee contributing 4% of the premium cost. The County contribution to the HRA will be discontinued effective December 31, 2015 and reimbursement requests must be received on or before December 31, 2016

**Section 9.3:** Effective January 1, 2006, *full-time unit members hired by the County on or after January 1, 2006, including new County employees and part-time employees who later become members of the unit*, may, by application, become eligible for health insurance as follows:

1. Blue Point 2 Select with the employee contributing 15% of the premium cost.
2. Blue Point 2 Value with the employee contributing 4% of the premium cost.

**Section 9.4:** Effective January 1, 2016, *full-time unit members hired by the County on or after January 1, 2016, and unit members who are part-time employees prior to January 1, 2016 and subsequently become full-time employees*, may, by application, become eligible for enrollment in health insurance under Blue Point 2 Value with a \$10/ \$30/ \$50 prescription drug benefit and will make a 20% premium contribution

**Section 9.5:** Effective January 1, 2017, *full-time unit members hired by the County prior to January 1, 2016* who are eligible for but do not participate in County health insurance because they have coverage elsewhere, the County will pay a stipend of \$2500, pro-rated.

Such alternate coverage must not result in a fine, tax or other penalty or forfeiture of any kind under the Affordable Care Act or other law, rule or regulation.

The County retains the option to increase the stipend in 2018 or beyond at its sole discretion.

This buy-out provision will not be effective unless at least 100 eligible employees “opt-out” and elect to receive it. The 100 employee requirement will be applied as of January 1<sup>st</sup> of each year and the buy-out will apply only if the threshold is met as of that date.

Any employee who takes the buy-out but experiences a qualifying event that necessitates his/her return to County coverage may do so, but the employee shall reimburse the stipend for that year on a pro-rated basis to the County through payroll deductions.

**Section 9.6:** Effective December 31, 2005, there shall be no new enrollment into Blue Cross/Blue Shield Traditional, except in retirement, as provided in Section 9.11.

**Section 9.7:** The County reserves the right to change insurance carriers if it deems necessary; however, the County agrees to provide at least equal benefits to the coverages offered under this contract.

**Section 9.8:** It shall be the employee’s responsibility to initiate such membership in the plan in the appropriate personnel office and the employee shall be responsible for notifying, in advance, the appropriate personnel office respecting any change in status of the employee for medical insurance coverage. The parties agree that duplicate health insurance coverage shall not be available to employees who came on the payroll subsequent to January 1, 1973.

**Section 9.9:** For unit members hired before January 1, 2016, there will be no change to the County's current practices for current retiree health insurance.

**Section 9.10:** Retirees of the County shall receive health insurance in accordance with Section 9.11-9.13 if they are:

- a. Drawing a pension from the NYS Employee's Retirement System, or
- b. Retired under Social Security benefits.
- c. Application for continued medical coverage must be made to the Human Resources Department on/before the date of retirement.

**Section 9.11:** Effective January 1, 2006, **retirees of the County, who are full-time employees and unit members on payroll before January 1, 2006 who have had five years of continuous, full-time County service immediately preceding retirement** may, by application, become eligible for health insurance coverage as follows:

**Blue Point 2 Value or Blue Point 2 Select:**

Years of Service	County Pays	Retiree Pays
5-9	85%	15%
10-14	90%	10%
15 or more	100%	0%

**Blue Cross/Blue Shield Traditional for retirees living inside the Rochester managed care geographical coverage area:**

Years of Service	County Pays	Retiree Pays
5-9	63.75%	36.25%
10-14	67.50%	32.50%
15 or more	75%	25%

Retirees who move outside of the Rochester managed care coverage area shall have the right to have the County contribute to a health insurance carrier for a plan in their area of residence, in an amount not to exceed that which is available for the retiree under a managed plan care in this section. Retirees who move outside of the Rochester managed care coverage area may elect Blue Cross/Blue Shield Traditional according to years of service with the County, as follows:

Years of Service	County Pays	Retiree Pays
5-9	85%	15%
10-14	90%	10%
15 or more	100%	0%

**Section 9.12:** Effective January 1, 2006, **retirees of the County, who are full-time employees and unit members on payroll on or after January 1, 2006, including new County employees and part-time employees who later become members of the unit, who have had five years of continuous, full-time County service immediately preceding retirement** may, by application, become eligible for health insurance coverage as follows:

**Blue Point 2 Value:**

Years of Service	County Pays	Retiree Pays
5-9	81.60%	18.40%
10-14	86.40%	13.60%
15 or more	96%	4%

**Blue Point 2 Select:**

Years of Service	County Pays	Retiree Pays
5-9	72.25%	27.75%
10-14	76.50%	23.50%
15 or more	85%	15%

Retirees who move outside of the Rochester managed care coverage area shall have the right to have the County contribute to a health insurance carrier for a plan in their area of residence, in an amount not to exceed that which is available for the retiree under a managed plan care in this section.

**Section 9.13:** Unit members ***hired on or after January 1, 2016*** will be eligible for retiree health insurance by having twenty (20) years of continuous full-time service for the County immediately prior to retiring and receiving a full retirement benefit from the NYS Employees' Retirement System with coverage under the same plan and pay the same contributions for pre-Medicare coverage as paid by active employees hired after January 1, 2016. Such retirees will pay that same percentage towards a Medicare supplement or advantage plan selected by the County which is deemed credible under the standards set by Centers for Medicaid and Medicare (CMS) when they qualify for Medicare.

Spousal and dependent coverage under the pre-Medicare plan will continue for a maximum of twenty-four (24) months after the retiree becomes Medicare eligible and retiree health coverage for a spouse/dependent will continue for a maximum of twenty-four (24) months following a retiree's death. Dependent coverage will cease whenever the spouse becomes Medicare eligible.

**Section 9.14:** Application for continued medical coverage must be made to the Human Resources Department on/before the date of retirement.

**Section 9.15:** Any employee who has been granted an unpaid leave of absence shall be permitted to continue participation in the group health insurance program for the duration of such leave of absence.

Such employee shall have full responsibility to remit to the County of Monroe the periodic premium required. Failure of the employee to comply with the requirements of premium remittance shall relieve the County of any obligation to continue such employee on its health insurance roster.

The County agrees that at the time of granting permission for an employee to take an unpaid leave of absence, it will, in writing, fully inform such employee of the procedure necessary and the remittance requirement in order for such employee to continue his participation in the County's group health insurance program.

**Section 9.16:** The County shall provide the health insurance coverage which was in effect for a retiree to the surviving spouse of the retiree and children up to the age of nineteen (19) providing the retiree had served ten (10) years of continuous full-time County service immediately preceding retirement. Such coverage shall be available on the same payment basis as was applicable to the retiree and shall continue for the lifetime of the surviving spouse or until remarriage.

## **ARTICLE 10 DENTAL CARE COVERAGE**

**Section 10.1:** Each employee may, at his option, enroll in the County dental program, which is set forth in the Memorandum of Agreement between the parties hereto.

Each new employee shall be eligible for participation in the program, commencing with the 46th day following the date of employment.

The dental insurance cap shall be increased from \$750 to \$1,000, effective January 1, 1996.

**Section 10.2:** Retirees of the County who are eligible for health insurance and who have completed at least ten (10) years of continuous full-time County service immediately preceding retirement shall be entitled to fully paid dental coverage (single or family whichever is applicable) which is in effect at the time of retirement.

**Section 10.3:** The County and the Union will, on an ongoing basis, discuss the implementation and operation of the County's Employee Assistance Program.

## **ARTICLE 11 LONGEVITY**

**Section 11.1:** All full-time employees covered by this agreement who have given five (5) through nine (9) continuous years of service as of July 1 of any year to the County of Monroe shall receive \$25 each year. This amount shall be increased to \$75 in 2002.

All full-time employees covered by this agreement who have given ten (10) through fourteen (14) continuous years of service as of July 1 of any year to the County of Monroe shall receive \$425 each year. This amount shall be increased to \$475 in 2002.

All full-time employees covered by this agreement who have given fifteen (15) through nineteen (19) continuous years of service as of July 1 of any year to the County of Monroe shall receive \$525 each year. This amount shall be increased to \$575 in 2002.

All full-time employees covered by this agreement who have given twenty (20) through twenty-four (24) continuous years of service as of July 1 of any year to the County of Monroe shall receive \$625 each year. This amount shall be increased to \$675 in 2002.

All full-time employees covered by this agreement who have given twenty-five (25) or more continuous years of service as of July 1 of any year to the County of Monroe shall receive \$725 each year.

This amount shall be increased to \$775 in 2002. Longevity payments shall be made in lump sum on or about July 1 of each year in accordance with past practices.

## **ARTICLE 12 TRANSPORTATION REIMBURSEMENT**

**Section 12.1:** The County shall provide mileage allowance in the same amount and on a retroactive basis as that which is promulgated by the Internal Revenue Service to those employees required to use their personal motor vehicles on County business. In the event that public transportation or other private

transportation is required, and in the event that parking or toll fees are incurred on County business, such fees and expenses shall be reimbursed upon proper proof thereof, and subject to the County Controller's Office. Reimbursement shall not include any reimbursement for parking fees normally incurred at the employee's place of business.

**Section 12.2:** Reimbursement shall be made on/before the second vendor payment of the month following the month in which these expenses were incurred, subject to the employee submitting a completed voucher by the fifth (5th) working day of that month.

**Section 12.3:** Any mileage or parking expense claimed which is less than Ten Dollars (\$10) shall not be submitted for payment until the claim exceeds Ten Dollars (\$10). In no event, however, shall mileage or parking claims be submitted later than December 1 of any year.

### **ARTICLE 13 HOLIDAYS**

**Section 13.1:** Holidays constitute days off with pay. Holidays to be observed by the County of Monroe shall be:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Washington's Birthday Memorial Day
- Independence Day Labor Day
- Columbus Day Election Day Veteran's Day
- Thanksgiving Day
- The day after Thanksgiving Day
- Christmas Day

And a floating holiday which may be taken at a time mutually agreed to between the employee and the Department Head or his designee. If the employee is prevented by the Department from taking the floating holiday during the year, such floating holiday shall be converted to the compensatory time bank of the employee. To receive a floating holiday during any year, the employee must have been hired prior to pay period 21 of that year.

**Section 13.2:** Observance of the above stated holidays shall be in accordance with the observance prescribed by State and Federal Law.

**Section 13.3:** When a legal holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, the following Monday will be considered a holiday with pay. Employees who work on holidays shall receive their regular compensation for the hours worked, plus time and one-half in cash or in compensatory time off, at the option of the employee. If an employee's compensatory bank is at the maximum of forty (40) days, such time shall be added to the employee's vacation bank.

### **ARTICLE 14 EDUCATIONAL LEAVE WITH AND WITHOUT PAY**

**Section 14.1:** Educational leave without pay for a period not to exceed two (2) consecutive years may be granted for the purposes of obtaining additional educational training. Such two year consecutive educational leave shall depend upon an employee's successfully completing the first year of educational training.

**Section 14.2:** Educational leave with pay may be granted for one (1) year or two (2) consecutive academic years. A person requesting educational leave with pay must sign a statement promising to work respectively one (1) year or two (2) years for the County after finishing such studies. Subject to the approval of the New York State Department of Social Services, paid leaves of absence under

scholarship approved by the said Department for full-time study shall be provided by the County. While on educational leave with pay, the employee will not continue to accrue credits.

**Section 14.3:** Tuition reimbursement shall be funded by a jointly administered, County and Union, Education and Training Fund, funded by the County at the rate of two cents per compensated hour for bargaining unit employees.

## **ARTICLE 15 IN-SERVICE TRAINING**

**Section 15.1:** The County shall provide relevant training for each new, reassigned or promoted employee. At a minimum, training shall consist of on-the-job training by the immediate supervisor in addition to the departmental orientation program in existence.

**Section 15.2:** Each employee within the bargaining unit shall be entitled to up to one hour of individual supervision each week, if needed.

**Section 15.3:** The County shall provide relevant and on-going training for any employee deemed not to be performing adequately in a given area. Training is to be carried out by the immediate supervisor in groups, if there is a group need, or individually, if there is an individual need.

**Section 15.4:** The County recognizes that County sponsored institutes is an integral part of in-service training. When institutes are held, they shall be provided at no cost for bargaining unit employees.

**Section 15.5:** The County will utilize its best efforts to provide on-going training for employees covered by this agreement. Two representatives of the Federation shall be included on any curriculum committee, which may be promulgated by the department.

**Section 15.6:** The County shall provide legal consultation to staff when needed and shall hold training sessions for staff as to legal aspects on an as-needed basis.

## **ARTICLE 16 PHYSICAL WORKING CONDITIONS**

**Section 16.1:** Each employee covered by this agreement shall be provided by the County with adequate office equipment and supplies.

**Section 16.2:** Physical Working Conditions: The parties agree to jointly establish and make a good faith effort to meet the following:

- Working-condition standards; Safety/security standards;
- Standards for cleaning and maintenance;
- Monitoring procedures for cleaning and maintenance;
- Site-selection criteria to be used in choosing new work locations; Labor/Management committee to recommend site selections and lease terms.

**Section 16.3:** The County will not require bargaining unit employees to work under conditions that are unsafe or injurious to their health.

**Section 16.4:** The County shall notify the Federation of any changes in policy at least ten (10) working days prior to the implementation of such changes, except if circumstances of a true emergency prevent giving such notice.

**Section 16.5:** The County shall ensure, prior to the occupancy of a new satellite facility, that such facility is safe for occupancy and does not pose a threat to the health of the employees.



**Section 16.6:** The County agrees to reimburse employees for damages to clothing, eyeglasses, or timepieces when damages are the direct result of a physical assault upon the employee by a client in the course of County business. This will include damages resulting from performance of duty at the Children's Center.

A maximum of two hundred (\$200) will be reimbursed for damage to eyeglasses. A maximum of one hundred and fifty dollars (\$150) will be reimbursed for damage to clothing and timepieces.

Employees will be reimbursed under the following conditions:

- 1) The incident must be promptly and fully documented;
- 2) The damages are not otherwise recoverable.

## **ARTICLE 17 WORK LOAD**

**Section 17.1:** The County and the Federation endorse the principle of a "fair day's work for a fair day's pay" and agree to cooperate in promoting this principle. The provisions of this article are intended to elaborate the joint understanding by the parties of the meaning of a "fair day's work for a fair day's pay".

**Section 17.2:** The parties agree that no work load standard based on number of tasks shall be established or used as a criterion to determine the principle described above. In determining minimum levels of satisfactory work for discipline or discharge proceedings, the County shall not be precluded from considering quantity of work in light of all the circumstances of the case.

**Section 17.3:** The County shall not conduct, engage in or install any time and motion study or system, measured work system, or comparable research method or technique for the purpose of imposing numerical standards on employees.

**Section 17.4:** No employee who is performing a "fair day's work" shall receive a below average evaluation rating in any section of the evaluation form because of the number of tasks performed.

**Section 17.5:** No provision of this article is intended to allow or authorize an individual or group of employees to reduce work load below the standard of a "fair day's work for a fair day's pay" endorsed in Section 17.1.

**Section 17.6:** In the event that work load standards are mandated by the Federal or State government, the County and the Federation shall negotiate the impact of such mandate.

**Section 17.7:** In the event that employees in any division find it necessary consistently to request overtime approval to meet work load, the matter will be referred to the Labor/ Management Committee for investigation and recommendations.

**Section 17.8:** The County agrees to use its best efforts to achieve a relatively equal distribution of work load among employees performing similar work within a functional unit.

**Section 17.9:** The County shall conduct an inventory of work load distribution within the Department of Social Services at least twice a year, with a copy of the inventory and a statement of action taken, if any, submitted to the Federation.

## **ARTICLE 18 ASSIGNMENTS**

**Section 18.1:** Subject to the provisions of this agreement, the department head retains the right to make work assignments in order to properly carry on the functions of the department.

**Section 18.2:** The County shall post a notice of all original vacancies existing in the department which the department intends to fill. The posting shall not apply to out-of-title assignments. The notice of openings shall be posted for a minimum period of five (5) business days. A copy of such notice shall be submitted to the Union at the time of posting.

**Section 18.3:** Assignments shall be made from the list of candidates on the basis of the following:

- (a) Selection of one of the three (3) most senior candidates;
- (b) Experience in related work;
- (c) Satisfactory past performance;
- (d) Capability to perform the work with training, within a reasonable period of time.

Where no employees have submitted their names to the posting, involuntary assignments shall be made on the basis of seniority applied inversely, capability to perform the work with training within a reasonable period of time, experience in related work and satisfactory past performance.

The first secondary vacancy that is created by the filling of an original vacancy shall be posted and filled in the same manner as an original vacancy is posted and filled. Further secondary vacancies shall be either posted, filled from a Civil Service list, or filled from any other appropriate source (such as reinstatement, transfer, employee returning from leave), at the department's discretion.

Nothing contained in this article shall interfere with the County's right to fill vacancies with persons who come from outside the bargaining unit.

To fully benefit from his training period, no probationary employee shall be voluntarily or involuntarily reassigned more than once during the probationary period.

**Section 18.4:** Any employee who voluntarily requests reassignment and is reassigned shall not be eligible for another voluntary reassignment for a period of six months.

**Section 18.5:** Any employee may submit a special request for reassignment or a special protest against an involuntary reassignment on grounds of hardship. Such hardship requests or protests shall be submitted in writing to the employee's supervisor who shall reply in writing within five (5) working days. Special requests for lateral assignments or special protests on hardship grounds shall not be denied without just and sufficient cause in light of the hardship presented. Denial of such requests or protests may be appealed by recourse to the grievance procedure.

**Section 18.6:** An employee shall be notified at least two weeks prior to the effective date of a lateral work assignment, unless otherwise mutually agreed to between the Federation and the County.

**Section 18.7:** The department head shall not reassign an employee for the purpose of imposing a penalty upon him and shall not apply the provisions of this Article in an arbitrary, capricious or discriminatory manner.

**ARTICLE 19  
CLASSIFICATION AND RECLASSIFICATION**

**Section 19.1:** Any employee alleging that he has experienced major changes and/or responsibilities, as a result of a reorganization of any division, unit or team level, or as a result of reassignment, or changes in job function, may appeal to the local Civil Service Commission for a job audit. The local Civil Service Commission shall conduct such a job audit study at the earliest possible time. If the employee is not satisfied with the results he shall have the opportunity to appeal to the Civil Service Commission and/or to the Courts.

**Section 19.2:** The County agrees to consult with the Federation in respect to any future classification or reclassification of any job title within the bargaining unit or of any new title within the Federation's community of interest prior to submission of such classification to the County Legislature or to any of its committees. The County further agrees that upon determination of a classification or reclassification within the community of interest of the Federation, it will promptly enter into consultation and discussions with representatives of the Federation in respect to such classification or reclassification. The County agrees to make available to representatives of the Federation all data which has an effect upon such determination regarding classification, reclassification and further, the County will permit representatives of the Federation to testify before the Civil Service Commission in respect to any classification or reclassification.

**Section 19.3:** Notice of examinations shall be conspicuously posted on each floor of the department and in all areas where employees are represented by the Federation, at least ten (10) days prior to the cutoff date for submission of applications for the taking of such examinations. In addition, the monthly summary of upcoming County exams shall be posted at all work sites.

**Section 19.4:** The County shall request that the Civil Service Commission conduct an appropriate examination for new positions as soon as possible.

**ARTICLE 20  
SENIORITY**

**Permanent, Competitive Employees**

**Section 20.1:** Seniority shall conform strictly in accordance with Civil Service Law.

**Section 20.2:** Seniority shall be broken by:

- a) Voluntary quit - failure to return within one year from date of resignation.
- b) Discharge for cause in accordance with Article 22 of this agreement.
- c) Retirement.
- d) Failure to return from layoff within fifteen working days following notification.

**Section 20.3:** Benefits and leave credits, except for health insurance, shall be retained but not accumulate under the following circumstances:

- a) Educational leave of absence without pay.
- b) Service in Peace Corps, VISTA and similar governmental programs.
- c) Maternity leave.
- d) Leave of absence without pay.

**Section 20.4:** Benefits, status and seniority shall be retained and accumulate during any leave of absence with pay.

Leave credits shall not accumulate during an educational leave of absence with pay.

**Section 20.5:** Seniority accumulation and retention of benefits in respect to military service shall be in accordance with Section 243 of the Military Law of the State of New York.

**Section 20.6:** Employees shall receive at least two weeks' notice of layoff. Recall from layoff shall be in accordance with Section 81 of Civil Service Law.

**Section 20.7:** Job abolishment's in non-competitive titles shall be in inverse order of seniority established for each title.

Employees whose positions have been abolished shall be recalled in non-competitive job titles in inverse order of layoff.

### **Permanent, Non-competitive Positions**

**Section 20.8:** A seniority roster shall be established for the full-time positions of Case Work Aide and Home Management Specialist and this list shall be applied in respect to layoffs and recalls. Seniority shall be accumulated on the basis of permanent, continuous service from original date of hire in a non-competitive position. Employees in a non-competitive position shall not be placed on a seniority roster until such time as they have served a six month probationary period.

**Section 20.9:** Seniority shall be broken by:

- a) Resignation.
- b) Discharge for cause in accordance with Article 22, Section 22.2.
- c) Retirement.
- d) Failure to return from layoff within fifteen working days following recall notification.

**Section 20.10:** Benefits, except for health insurance, shall be retained but not accumulate under the following circumstances:

- a) Educational leave of absence without pay.
- b) Service in Peace Corp, VISTA and similar governmental programs.
- c) Maternity leave.
- d) Leave of absence without pay.

**Section 20.11:** Benefits and status shall be retained and accumulate during a leave of absence with pay.

There shall be no accrual of leave credits during an educational leave of absence with pay.

**Section 20.12:** Seniority accumulation and retention of benefits in respect to military service shall be in accordance with Section 243 of the Military Law of the State of New York.

**Section 20.13:** Employees shall receive at least two weeks' notice of layoff.

**Section 20.14:** Nothing contained in this article shall be intended to diminish in any manner job rights or status accrued to employees pursuant to Civil Service Law or any other appropriate rules or regulations.

## **ARTICLE 21 PERSONNEL PRACTICES**

**Section 21.1:** Typing of derogatory material relating to an employee's performance shall be performed by clerical employees at the administrative level.

**Section 21.2:** Each employee covered by this agreement shall have a written evaluation of his work performance by his immediate supervisor once every calendar year, by the anniversary of his date of hire or the anniversary of his appointment to his present position, or upon written request of such employee prior to either the employee or the supervisor leaving the unit. In addition, there shall be a

written evaluation of all probationary personnel, which shall occur approximately mid-point between the employee's date of hire and the end of the employee's probationary period.

A probationary employee who receives a 6-month increment and who has not received a 6-month evaluation shall be presumed to have a passing evaluation. Any deficiencies occurring in the first 6 months must be included in the 6-month evaluation.

**Section 21.3:** When an employee has probationary status, his supervisor shall, unless impossible, make an interim evaluation in writing of such employee prior to either the employee or supervisor leaving the unit, whether this be due to transfer, reassignment or the supervisor's termination from the department. When a conflict exists, such interim evaluation may be appealed to the department head or his designee.

**Section 21.4:** The performance evaluation form shall be made available to the evaluator no less than fifteen working days prior to the date the evaluation is due.

**Section 21.5:** Employees shall be given a copy of any evaluation prepared by their supervisors. Employees shall have the right to discuss such evaluation with their supervisors. The employee shall acknowledge he has read such material to be filed by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its contents.

**Section 21.6:** No employee shall receive a below average evaluation unless said employee has received an informal counseling interview at least three (3) months before the evaluation, pursuant to Section 22.3 of this agreement.

**Section 21.7:** An employee concerned as to his evaluation, interim evaluation, or formal counseling interview shall have the right to be represented by the Federation in discussion of such matters with the department head or his designee. Employees who wish a review at that level must present a written request no later than ten (10) working days following the receipt of the written evaluation or corrective interview. The employee or the Federation may request that the subject matter of such discussion be kept confidential.

The determination of the department head or his designee shall be final, and shall not be grievable under Article 32 of this agreement.

**Section 21.8:** An employee shall have the right to answer the material relating to his evaluation, interim evaluation, or record of a formal counseling interview, and such answer shall be attached to the evaluatory material filed. The supervisor shall acknowledge that he has read such answer by affixing his signature to the answer filed. The affixed signature of the supervisor merely signifies that he has read such answer and does not indicate that said supervisor agrees with such answer.

The determination of the department head or his designee shall be final and shall not be grievable under Article 31 of this agreement.

**Section 21.9:** In accordance with past procedures, each employee shall have access to all material in his personnel file. The employee shall have the right to submit a statement concerning any material in his file. Such statement shall become part of the personnel file.

**Section 21.10:** No person other than authorized personnel shall have access to a covered employee's personnel file. For the purposes of this section, authorized personnel shall be defined as: the employee's immediate supervisor, Staff Development personnel, Certification Supervisors, Administrative Caseworker, and such other persons having a legitimate purpose in examining an employee's personnel file, or as may be authorized by the Director of Human Services, the County Executive, or their respective designees. No other person shall have access to a personnel file without the employee's permission in writing to the department head or his designee.

Any person inspecting an employee's personnel file must affix the date and his signature to the jacket of the personnel file.

**Section 21.11:** No derogatory material related to the employee's conduct, performance, character or personality shall be placed in the personnel file without notification to the employee. The employee shall be given an opportunity to read such material and may acknowledge that he has read such material by affixing his signature on the material to be filed, with the understanding that such signature merely acknowledges that he has read such material and does not indicate agreement with its contents. The employee shall receive a copy of such material upon request. Any employee who has derogatory material lodged against him shall have such material deleted from his personnel file when such material has been determined invalid by normal grievance procedures, civil court action, or formal or informal hearings within the County.

**Section 21.12:** An Ad Hoc evaluation committee shall study the current evaluation procedures, when evaluation criteria are being considered which effect members of the bargaining unit, with the goal of refining the criteria for evaluating work performance. Such committee shall meet at appropriate times and shall include two designated representatives of the Federation. When criteria for evaluating work performance are developed, and the Federation representatives disagree with the results, the Federation shall have the right to grieve such criteria with regard to reasonableness commencing at the second step of the grievance procedure.

**Section 21.13:** A post-employment evaluation will consist of a composite of all past evaluations and shall be completed by designees of the department head.

Employees who resign or retire may request a post-employment evaluation to be completed by designees of the department head.

**Section 21.14:** The County agrees that all new or changed policy directives to staff concerning work processes will be in writing.

**Section 21.15:** A counseling interview encompassing an incident of misconduct or incompetency shall, after one (1) year, not be used to disadvantage an employee for future promotions or assignments unless similar incidents of misconduct or incompetency are documented by the County subsequent to the counseling interview.

**Section 21.16:** Any report of an adverse nature which is three (3) or more years old shall upon written request of the employee, be removed from the Personnel File and placed in a sealed envelope and may be opened only after reasonable notification to the employee and only for purposes of defense by either the employee or the County in a legal or administrative proceeding. Material, which has been placed in a sealed envelope, will not be referred to in a subsequent step of the contractual grievance procedure.

## **ARTICLE 22 COUNSELING AND PROGRESSIVE DISCIPLINE**

The purpose of this article is to provide prompt, equitable, and efficient counseling and discipline procedures. Both parties to this agreement recognize the importance of counseling and the principle of progressive, constructive, and corrective discipline. Informal and formal counseling referred to elsewhere in this agreement shall not be regarded as part of the formal disciplinary procedure.

The parties also recognize that employee problem areas shall be addressed whenever possible in the evaluation, supervisory conference, and informal and formal counseling process.

The County shall follow a policy of progressive discipline whenever appropriate. The County agrees that all such proceedings will be conducted with dignity toward the involved employee. All information

resulting from counseling and disciplinary procedures will be confidential, except as provided by law and where operationally necessary.

**Section 22.1:** The following procedures shall apply to all permanent competitive employees, permanent non-competitive employees (with more than 6 months of continuous service), provisional employees with more than one (1) year of continuous service, and part-time employees with more than 910 continuous working hours.

**Section 22.2:** No employee covered under Section 22.1 shall be disciplined or discharged without just and sufficient cause.

**Section 22.3:** Informal Counseling Procedure: Verbal discussion of a deficiency shall occur between the immediate supervisor and the employee with a review of progress in thirty (30) days. The verbal discussion shall be reduced to writing, setting forth the deficiency discussed, what improvement is expected, and incorporating a plan to correct the deficiency perceived. The documentation shall not be placed in the employee's personnel file. A copy shall be given to the employee and a copy retained by the supervisor. Dissimilar deficiencies shall be handled as separate issues.

Formal Counseling Procedure: If unsatisfactory performance continues or upon recurrence of unsatisfactory performance, another discussion will be held with the employee. The discussion shall be documented and placed in the employee's personnel file. The record shall include the previous counseling, describe the deficiencies discussed, indicate what improvement is expected, and contain a plan to correct the deficiency. A review of progress will be held with the employee after a reasonable period of time, but no later than thirty (30) days thereafter. This record will be placed in the employee's personnel file and a copy given to the employee. The Union shall be notified of the counseling interview.

**Section 22.4:** Disciplinary action subject to this article shall consist of:

- a. Written reprimand
- b. Suspension without pay
- c. Demotion
- d. Discharge

The term "investigatory interview" shall be defined to mean the questioning of an employee who, at the time of such questioning, appears to be a likely target for disciplinary action.

Prior to disciplining an employee, the department head or his designee shall (in writing) summon the employee, with forty-eight (48) hours of advance notice whenever possible and appropriate, to an investigatory interview.

The notice shall include the allegations made against him and that he is entitled to Union representation at the interview. Simultaneously, the Union shall receive notice of the interview, including the name of the employee, type of interview which is to be conducted, and the date, time, and place of the interview.

During the investigatory interview the employee shall be given a full opportunity to respond to the allegations and shall be allowed consultation with Union representatives. The Union shall have the right to speak on behalf of the employee. The employee and the Union shall be provided with a copy of all materials utilized by the County during the investigatory interview, which are potentially of an adverse nature.

If discipline is issued, a statement summarizing the contents of the investigatory interview shall be provided to the employee within a reasonable period following the interview. The employee shall have the right to rebut in writing, for placement in the personnel file, any allegations or material of an adverse nature and for any disciplinary action taken by the County.

If, following the investigatory interview, the department head or his designee determines that the allegations made are substantially correct and that disciplinary action is to be taken, the following procedures shall be followed:

- 1) The employee shall be given notice of discipline which shall contain the reasons for the discipline or discharge, including a description of the alleged acts or conduct, and the dates, times, and places such acts occurred, whenever possible. The notice shall also include the penalty being imposed.
- 2) A copy of the notice shall be simultaneously given to the Union. Service shall be given directly to the employee or by certified mail.

**Section 22.5:** An employee, alleging that the disciplinary action taken was without just and sufficient cause, shall have full recourse to the grievance procedure commencing at Step 2 of Article 32, providing that such grievance is filed within ten (10) business days following receipt of the notice of discipline.

A grievance relating to suspension without pay or discharge shall be filed at Step 3 of Article 32.

The pendency of the grievance under this Article shall not restrict the County's right to take the action being contested by the employee.

**Section 22.6: Remedy.** If an employee is improperly subjected to an interrogation in violation of the provisions of this agreement, an arbitrator appointed pursuant to the collective bargaining agreement shall have the authority only to exclude information obtained thereby or other evidence derived solely through such interrogation. The County shall have the burden of proof to show that, upon the preponderance of the evidence, evidence sought to be introduced was not derived solely by reason of such interrogation and was obtained independently from the statements or evidence so provided by the employee.

**Section 22.7: Burden of proof.** In all disciplinary proceedings, the employee shall be presumed innocent until proven guilty, and the burden of proof on all matters shall rest upon the employer. Such burden of proof, even in serious matters, which might constitute a crime, shall be preponderance of the evidence on the record and shall in no case be proof beyond a reasonable doubt.

### **ARTICLE 23 BULLETIN BOARDS, RIGHT TO INFORMATION AND DATA AND GENERAL PROVISIONS**

**Section 23.1:** The Federation will supply bulletin boards of a reasonable size for the exclusive use of the Federation, which shall be mounted within available space in those facilities which employ members of the bargaining unit. The Federation shall have the right to post notices and other communications pertinent to Union business, and agrees it will not post material which is derogatory or in poor taste.

**Section 23.2:** The County shall, with five (5) days' written notice, submit to the Federation three copies of the seniority list of all those employees in the bargaining unit, indicating the date of hire, present title, date of permanent appointment, present title and salary grade and step.

The County further agrees to include in such list those employees having provisional status, indicating date of hire, present title, salary grade, and step.

**Section 23.3:** The County shall, in writing and in a timely manner, notify the Federation of the work area placement of new hires in the bargaining unit.



**Section 23.4:** The County shall, upon request, furnish to the Federation all relevant information and data necessary for the processing of grievances and for the preparation of contract proposals for negotiations, providing such information and data is available to the County.

**Section 23.5:** The County shall furnish the Federation fifteen hundred (1500) copies of this agreement as soon as it is practicable to do so. The cost of the copies of the agreement shall be shared equally by the parties to this agreement.

**Section 23.6:** The County agrees to inform any new employee within the bargaining unit that the Federation is the certified bargaining agent for his job title. The department agrees to allot a minimum of one (1) hour of every orientation period to the Federation during which a Federation representative will discuss with trainees contract administration.

**Section 23.7:** The County agrees not to interfere with the rights of employees to become members of the Federation; and there shall be no discrimination, interference, restraint, or coercion by the County (or any County representative) against any employee because of Federation membership. The County further agrees not to discriminate against any employee for acting in an official Union capacity on lawful Union business.

#### **ARTICLE 24 FEDERATION USE OF FACILITIES**

**Section 24.1:** Facilities shall be made available for Federation membership meetings during non-working hours with the prior approval of the department head or his designee.

**Section 24.2:** Facilities shall be made available during working hours with the prior approval of the department head or his designee for the purposes provided for in Article 30 of this agreement.

#### **ARTICLE 25 OVERTIME**

**Section 25.1:** The County and the Federation agree to the concept of overtime work being performed on a voluntary basis whenever possible. This concept shall remain operative subject to the continuing availability of qualified volunteers.

**Section 25.2:** Overtime shall be distributed as equally as possible among qualified employees performing similar work within each division of his respective department, i.e., Income Maintenance, Service, etc.

**Section 25.3:** Overtime for a special project (e.g., Social Security Recalculation) shall be distributed as equally as possible among qualified employees of the department.

**Section 25.4:** The concept of overtime work being performed on a voluntary basis shall remain in effect, subject to a sufficient number of qualified volunteers to work the required overtime.

The County agrees to give as much advance notice on overtime work as possible.

The department head or his designee shall notify the Federation I.U.E.-C.W.A. President whenever there is an insufficient number of qualified volunteers.

**Section 25.5:** Overtime shall be paid at the rate of time and one-half for all hours worked over forty hours per week, for all employees in Pay Group 53 and below.

Straight time pay or compensatory time off (at the option of the employee) shall be paid to all employees in Pay Group 54 and above who are in the exempt category under F.L.S.A. for all hours worked in excess of forty hours per week.

Hours paid for but not worked, on holidays, compensatory time off, and vacations shall be counted as time worked for the purpose of calculating overtime. Sick leave time shall not be counted as time worked in the calculation of overtime.

**Section 25.6:** All time worked between thirty-five hours and forty hours per week shall be at compensatory time off only, unless the department head or designee, in their sole discretion, approves paid straight time overtime, and the employee agrees to receive paid straight time overtime. The maximum accumulation of compensatory time shall not exceed forty (40) days.

**Section 25.7:** Employees called in to work outside of regularly scheduled hours shall be guaranteed a minimum of 2.67 hours at the rate of time and one-half. Such call-in pay shall not apply to hours, which immediately adjoin the employee's regularly scheduled starting time.

**Section 25.8:** On terminating employment with the County, an employee will be paid up to forty (40) days' compensatory time accumulation.

## **ARTICLE 26 OUT-OF-TITLE WORK**

**Section 26.1:** The County agrees not to assign any employee to an out-of-title position in violation of Civil Service Law, rules and regulations.

**Section 26.2:** An employee directed by supervision in writing to assume the duties of a higher classification for a period in excess of ten (10) consecutive work days shall receive out-of-title pay for the duration of such assignment.

Employees who are directed to work in an out-of-title position without a written directive may promptly file a grievance at the second step of the Grievance Procedure protesting the failure to receive the directive in writing.

Out-of-title pay shall apply only under circumstances when the higher titled employee is on leave of absence or when the department head or his designee decides to temporarily fill a vacancy. Any other claim by an employee that he is working out-of-title may be processed through the department head in a request for a job audit, which shall be conducted by the Human Resources Department.

**Section 26.3:** Out-of-title pay will correspond to the step in the higher title which is immediately above the salary being received by the employee in his permanent classification, plus one (1) additional step.

Out-of-title assignment in a lower title shall not result in a salary reduction.

Out-of-title assignments shall be designated to the employee in writing, setting forth the commencement date of such out-of-title assignment.

In the event a supervisor of a unit or team is not to be replaced by an out-of-title assignment, the department head or his designee agrees to post a notice in that unit or team stating the name of the individual who will be responsible for the overall supervision of that unit or team.

**Section 26.4:** The County agrees that it will not assign any employee in the bargaining unit to out-of-title work in a lower title in excess of thirty (30) days in any calendar year except with prior mutual agreement of both parties.

**Section 26.5:** The County will furnish to the Federation, each month, a list of persons who have been working out-of-title for ten (10) working days or more.

## **ARTICLE 27 JOB SECURITY**

**Section 27.1:** Any employee within the bargaining unit may refuse a promotion without prejudice and shall not be treated arbitrarily, capriciously or discriminatorily with regard to any future appointments, assignment or promotion.

**Section 27.2:** Appointments and promotions shall be made according to the rules and regulations of the Civil Service Commission of the County of Monroe and Civil Service Law.

**Section 27.3:**

- a) In the event of a reorganization of the department initiated by the County of its own accord, the County shall negotiate the impact of such reorganization in respect to any matter which is a mandatory subject of negotiations as defined by the Public Employment Relations Board.
- b) The County agrees to meet and confer with the Federation prior to any County decision to subcontract, consolidate, merge, transfer or terminate work regularly performed by members of the bargaining unit.

The County shall notify the Union of any request-for-proposal or competitive-bid advertisement that involves work regularly performed by or which could be performed by bargaining unit members. The Union shall have the opportunity to make a proposal to the County in response to the RFP or competitive-bid advertisement within the time frames established for all responders.

The Union may use uncovered release time to develop such proposals.

The County shall provide to the Union financial and budgetary information pertinent to the Union's preparing a proposal.

Neither the receipt of a request-for-proposal nor the submission of a proposal or bid may be deemed a waiver of rights as defined by the Taylor Law and the Public Employment Relations Board.

The County further agrees to negotiate with the Federation the decision and the impact of any decision relating to the action referred to in this sub-section when such matters are mandatory subject of negotiations as defined by the Public Employment Relations Board.

- c) In the event of a reorganization of the department mandated by the Federal or State government in which the authority and responsibility for the method of implementation is delegated to the County, the County and the Federation shall negotiate the impact of such plan within the bounds of the County's delegated authority and in respect to those matters which are mandatory subjects of negotiation as defined by the Public Employment Relations Board.
- d) In the event of a Federal or State reorganization over which the County has no authority delegated to it, the County shall make every effort to give the Federation full voice in the planning for and implementation of such plan.

**Section 27.4:**

- a) The County will use its most diligent efforts to avoid job abolishment's, to place those employees whose jobs are abolished in other County employment and to ease the impact of job abolishment's in every possible way.
- b) In the event lay-offs are scheduled, the provisions of Section 80 and 81 of the Civil Service Law shall apply to permanent, competitive employees.
- c) The County agrees to give laid-off employees the opportunity to return to their jobs with 15 working days' notice before hiring new employees in the same job classification.

d) The County and the Union agree that unpaid furloughs are not desirable and all diligent efforts should be made to avoid such occurrences except where an unanticipated fiscal crisis exists.

In such an instance, the County will explore available alternatives and will, prior to making a decision, discuss the situation with the Union. The County will provide to the Union all available, relevant fiscal information on which projections of a fiscal crisis are based.

If the County reaches a decision to engage in unpaid furloughs, it will negotiate the impact of such decision with the Union. The County agrees that any such decision will not be made in a manner, which is unreasonable, discriminatory, arbitrary or capricious.

**Section 27.5:** An employee who assumes a provisional, competitive position may not be discharged except for just and sufficient cause after serving one year in such provisional position. A claim of discharge without just and sufficient cause may be processed under the provisions of Article 32.

**Section 27.6:** Nothing contained in this agreement shall be construed to diminish in any way, rights of employees under the Civil Service Law.

**Section 27.7:** Where a cost-savings program is agreed upon, current employees employed at the time the program is implemented will not lose their Civil Service title or salary grade as a result of implementation of such a program.

## **ARTICLE 28 CONFERENCE ATTENDANCE**

**Section 28.1:** Employees covered by this agreement shall be eligible for attendance at conferences involving subjects determined by the department head to be relevant and appropriate, subject to the approval of the Director of Human Resources.

**Section 28.2:** Legitimate expenses incurred at conferences which have been approved by the department head and the Office of the Controller shall be reimbursed to the employee. The department head shall promulgate procedures for advanced payment of expenses to be incurred in conference attendance.

**Section 28.3:** Subject to the approval of the department head, release time with pay may be granted to employees for conference attendance at the employee's own expense.

## **ARTICLE 29 OTHER BENEFITS**

**Section 29.1:** The work week for all employees covered by this contract shall be thirty-five (35) hours.

One hour of each full work day is allowed, without pay, for lunch. Fifteen minute coffee breaks may be taken in mid-morning and mid-afternoon.

Alternative work schedules will be available to employees upon agreement of the County and the Union.

### **Section 29.2: Sick Leave**

Sick leave constitutes absence for reasons of illness, or injury; medical, optical, dental examinations or treatments; when serious or contagious disease affects a member of the employee's family and requires that employee's care and attendance or when, through exposure to contagious disease, a physician certifies that the employee's presence at the place of duty jeopardizes the health of others.

(Immediate family shall include parents, spouse, children, brother, sister, grandparents and grandchildren, persons occupying the position of parent of the employee or spouse, or any relative who is an actual member of the employee's household.)

When absence is required under the provisions of sick leave, that employee or another person in his stead shall notify his supervisor of the reason within one-half hour prior to the commencement of the work day or as soon thereafter as is possible. Employees employed at the Children's Center or another person in his stead shall notify the supervisor at least four (4) hours prior to the commencement of the work day, or as soon thereafter as is possible. Sickness during the workday or otherwise shall be reported to the immediate supervisor, who, in turn, shall notify the department head. In the event that such employee or person is unable to notify the appropriate department head or his designee, such employee or other person shall notify the Monroe County Office of the Director of Human Resources.

Sick leave shall be earned and posted at the rate of one (1) day per month of service, up to a maximum of 200 days.

Sick leave that extends five (5) or more consecutive working days must be supported by a standard medical certificate completed by an attending physician. The form shall be submitted to the department head within seven days following the return to work.

When sick leave is used for three or more consecutive days because of illness in the immediate family, a certificate by the attending physician covering the nature of the illness and the need for the employee to be in attendance of the relative is required. The Director of Human Resources may verify the validity of any absence under these regulations. Should a doctor or other qualified representative be assigned to visit an employee during an illness, such person shall be allowed into the employee's home.

Failure to submit evidence of illness when required will cause the absence to be considered as time off without pay.

Any employee engaging in gainful outside employment while on sick leave from the County shall not be entitled to sick leave payment.

**Section 29.3: Half-Pay Sick Leave**

Employees who have been employed by the County for one year or more shall be entitled to half-pay sick leave for a maximum period of three months under the following conditions:

- 1) The employee has exhausted all available leave time.
- 2) The employee is subjected to an unpaid waiting period of ten working days.
- 3) The employee has not abused the sick leave privilege during his term of employment.

Employees who have been employed by the County for two years or more shall be entitled to half-pay sick leave for a maximum period of six months under the following conditions:

- 1) The employee has exhausted all available leave time.
- 2) The employee is subjected to an unpaid waiting period of five working days.
- 3) The employee has not abused the privilege of sick leave during his term of employment.

Employees who have been employed by the County for three years or more shall be entitled to half-pay sick leave for a maximum period of six months under the following conditions:

- 1) The employee has exhausted all available leave time.
- 2) The elimination of an unpaid waiting period.
- 3) The employee has not abused the sick leave privileges during his term of employment.

It is understood that the foregoing sick leave provisions at half-pay may be granted more than once during the twelve month period, providing the total entitlement is not exceeded during the twelve month period.

Sick leave at half-pay shall not be unreasonably denied. Challenges to an unreasonable denial of half-pay sick leave shall be processed through the Grievance Procedure commencing at Step 2 of the Grievance Procedure.

If the grievance is not resolved at Step 2 or Step 3 of the Grievance Procedure, the case shall be presented to the Director of Human Resources for final determination. The parties agree that a grievance in respect to half-pay sick leave shall not be arbitrable.

Upon the recommendation of the department head and the approval of the County Executive, an extension of half-pay sick leave may be granted.

Half-pay sick leave shall not be approved unless submitted at least five (5) days in advance of the requirement for half-pay sick leave, unless not possible to do so.

It is understood that half-pay sick leave shall apply only to the employee and not to illness within the employee's family.

The employee may choose to keep, in his/her time bank, 5 days of paid leave before being placed on half-pay sick leave. This time may be used when the employee returns to work.

**Section 29.4: Death in the Family**

The Personnel Rules of the County of Monroe regarding death in the family shall also apply to all part-time employees working less than full-time, but at least twenty-five (25) hours weekly, in either a permanent part-time or permanent full-time position.

A full-time employee may be granted up to four working days with pay due to death in the immediate family. This absence must be reported to the Department Supervisor on the first day of absence.

Immediate family shall include parents, spouse, children, brother, sister, grandparents and grandchildren, person occupying the position of parent of the employee or spouse, or any relative who is an actual member of the employee's household.

**Section 29.5: Special Leave Without Pay**

With the approval of the County Executive, an employee covered by this contract may be granted up to two (2) years leave of absence for specialized services such as the Peace Corps, VISTA, and other similar governmental programs.

**Section 29.6: Advance Travel Funds**

Advance travel funds shall be made to eligible employees under procedures promulgated by the Controller's Office and the department head.

**Section 29.7: Civil Service Examinations**

If death occurs in the immediate family of an employee who is scheduled on that day for a local Civil Service examination, an equivalent exam shall be given upon approval by the Director of Human Resources. Appropriate procedures will be prescribed by the Civil Service Department for reporting the death and applying for examination.

Time off with pay will be permitted in order to take promotional and competitive examinations given by the Monroe County Civil Service Commission. The department head must be given advance notice of the request for release time for such examination.

No examination fee shall be charged to employees in group 52 and below, or to employees taking promotional examinations, or to employees taking open competitive examinations in their career field. A list of career-field examinations shall be agreed upon by the County and the Union.

**Section 29.8:** Earned credits shall be available to full-time employees and to part-time employees as set forth in Article 35. A full-time employee shall be defined as one who works for the County of Monroe on an annual basis and who is employed regularly 25 hours per week or more.

No benefits or earned credits shall apply to employees who are classified as temporary or seasonal.

A temporary employee shall be defined as one who is employed by the County for a temporary period of time.

A seasonal employee shall be defined as one who is employed by the County for a portion of a year only.

If a seasonal employee works more than nine months in a payroll year, the employee shall be credited with the following earned credits in pay period one of the next payroll year, if the employee is still employed, or when the employee is rehired in the next payroll year: five vacation days, three sick leave days, and five paid holidays as the holidays occur.

All present employees who are receiving pro rata earned credits shall continue to receive such credits.

Employees who receive pro rata credits shall receive such credits based on the following formula. Employees regularly employed between 25 and 29 hours per week - five hours for each day of credit. Employees employed between 29 and 34 hours per week - six hours per day of credit.

**Section 29.9: Jury Duty**

To meet an obligation as a citizen by serving on juries, full-time employees will be granted time off with pay for jury duty.

Leave with pay is also granted pursuant to subpoena or other order of the Court providing the employee is not a litigant in the Court action.

However, the per diem jury pays only which an employee receives for serving shall be paid to the County.

An employee who works the afternoon or night shift who is summoned to jury duty shall be considered to be on the day shift working his normal work week for the duration of his jury service.

**Section 29.10: Vacation**

Any employee who has given at least one (1) months' notice in respect to scheduling a vacation, which has been approved by the employee's supervisor, shall not have his scheduled vacation canceled.

A full-time employee will earn a paid vacation allowance determined by length of continuous service as prescribed below. Vacation time taken shall only be granted when approved by the department head.

**FIRST YEAR AND SECOND YEAR:** Starting with the first month and ending with the twenty-fourth month of service, vacation shall be earned and posted at the rate of 5/6 days per month of service. This is at an annual rate of 10 days per year.

**THIRD YEAR TO NINTH YEAR:** After two years of service, starting with the twenty-fifth month and ending with the ninety-sixth month of service, 1 5/12 days per month shall be earned and posted per month. This is at an annual rate of 17 days' vacation per year.

**NINTH YEAR TO FIFTEENTH YEAR:** After eight (8) years of service, starting with the ninety-seventh month and ending with the one hundred sixty-eighth month, 1 1/2 days per month vacation shall be earned and posted. This is at an annual rate of 18 days vacation per year.

FIFTEENTH YEAR AND OVER: Commencing with the one hundred sixty-ninth month of service, two days per month vacation shall be earned and posted. This is at an annual rate of twenty-four days vacation per year.

Accumulation of vacation credits is allowed up to a maximum of forty (40) working days. Vacation credits are neither earned nor posted when an employee is at his maximum.

**Section 29.11: Shift Premium**

An employee whose major part of the working day falls between the hours of 6:00 p.m. and 6:00 a.m., on a regular basis, shall be paid 60 cents an hour shift premium. The major part of a working day is defined as 50% or more of the employee's hours.

Any regular shift, which extends past 6:00 p.m., shall be paid for at the rate of 70 cents per hour for each hour past 6:00 p.m.

**Section 29.12: Unemployment Insurance**

The County will implement unemployment insurance coverage upon expiration of Public Service Employment Bill enacted on December 17, 1974.

**Section 29.13: Career Ladder**

The County agrees to promptly contact those agencies involved and to make a sincere effort to enable Casework Aides and Home Management Specialists to move through the Service career ladder. The County further agrees to continue the career-ladder opportunities for those employees in non-competitive positions to move through the Certification career ladders.

The County agrees, as soon as legally permissible, to adopt a provision which allows non- competitive employees to take promotional examinations.

In the event a non-competitive employee assumes a position in the competitive class, and either fails the competitive examination or fails to pass the probationary period, such employee will be allowed to return to the non-competitive position formerly held, with no loss of seniority.

In the event an employee holding a competitive position, who formerly held a non- competitive position is laid-off due to reduction of force, such employee will be allowed to return to the non-competitive position formerly held, with no loss of seniority.

In the event a permanent, non-competitive employee assumes a provisional, competitive position, such employee shall not be discharged except for just and sufficient cause and have recourse to the procedures as set forth in Article 32.

The County and the Federation agree to establish a joint committee to discuss and improve career ladders among job titles covered by the Federation.

**Section 29.14: Flexible Benefits**

The County will provide a Flexible Benefits Plan at no cost to employees for unreimbursed health, dependent care, and other costs, as permitted by law and regulation.



**ARTICLE 30**  
**FEDERATION REPRESENTATION, RELEASE FOR FEDERATION**  
**BUSINESS AND LABOR MANAGEMENT COMMITTEE MEETINGS**

**Section 30.1:** The Federation shall be represented by the following:

- A. Federation officers not to exceed four (4) in number.
- B. Various stewards not to exceed thirteen (13) in number.
- C. Grievance Committee members not to exceed three (3) in number.
- D. Bargaining Committee members not to exceed five (5) in number.
- E. Labor Management Committee members not to exceed three (3) in number.
- F. Delegates to International Convention not to exceed two (2) in number.
- G. Delegates to district council meetings not to exceed three (3) delegates once per year, and not to exceed two (2) delegates at other such meetings during the year.

The Federation shall forward to the Special Counsel for Labor Relations a list of the names of its officers and stewards, and shall immediately notify the Special Counsel for Labor Relations of any name changes as they occur.

**Section 30.2:** The County agrees to grant the union representatives reasonable and proper time off from their regular duties for the purpose of representing the negotiating unit at P.E.R.B. hearings, budget hearings, meetings with representatives of the County and under other similar circumstances having a legitimate purpose in representing the bargaining unit.

**Section 30.3:** The County agrees to grant area stewards and grievance committee members reasonable and proper time off from their regular duties to assist in the administration of the provisions of this agreement, to investigate and process grievances, to visit as necessary the department facilities, to attend Federation Department County meetings relating to the bargaining relationship of the parties, and to consult with Federation officers or other I.U.E.- C.W.A. representatives.

**Section 30.4:** The County agrees to grant bargaining committee members reasonable and proper time off from their regular duties to participate as a bargaining committee in the renewal or reopening of collective bargaining agreements.

**Section 30.5:** The County agrees to grant members of the Labor Management Committee reasonable and proper time off from their regular duties to attend meetings with department representatives and to pursue such matters arising out of the conferences.

**Section 30.6:** Delegates to the International Convention and the district council meetings will be granted up to twelve (12) man days per calendar year free from their regular duties, with pay, to attend these functions on behalf of the Federation.

The wages of delegates attending the aforementioned functions in excess of twelve (12) man days per calendar year shall be reimbursed to the County by the Federation in a manner mutually agreed to by the parties to this agreement.

**Section 30.7:** Federation representatives who are to be granted release time, as set forth in the provisions of this article, will be without any loss of pay and without prejudice to any other rights.

**Section 30.8:** Federation representatives shall notify their supervisors at any time they intend to be absent from their regular duties for Federation business as described in this article.

1. Release time for Union business, with or without pay, shall be provided for legitimate Union functions as set forth in the agreement.
2. Release time for Union business shall not be unreasonably denied.

3. Union representatives shall be allowed a maximum of one (1) hour release time with pay, to prepare for arbitration hearings, improper labor practice hearings, fact-finding hearings, contract negotiations, labor/management committee meetings and other similar proceedings.

#### **PROCEDURE FOR RELEASE TIME FOR UNION BUSINESS**

1. Union representatives shall, in advance, notify the immediate supervisor of the requirement for release time and shall specify the place of intended visitation, the purpose of release time and the estimated duration of absence.
2. Upon arrival at destination, the Union representative shall notify the supervisor of that area of his presence, purpose and estimated duration of stay.
3. The Union representative shall, upon return to his work area, notify his supervisor of the time of return.
4. All notification by the Union representative to his immediate supervisor shall be in writing.
5. It is intended that the provisions of this memorandum shall be implemented in a reasonable manner.

**Section 30.9:** Uncovered release time will be paid by the County and then reimbursed by the Union so that the employee's total salary is not affected. Such release time shall be consistent with past practice and shall be used in a reasonable manner.

**Section 30.10:** Labor/Management Committee meetings shall be held in accordance with the schedule agreed upon between the department head or his designee and the Federation committee. The purpose of these conferences will be to take up important matters such as, but not limited to, the maintenance and improvement of harmonious and cooperative relations, discussion of procedures for avoiding future grievances, and policy questions arising out of the administration of this agreement.

A request for conference by either party shall be initiated by written request, setting forth an agenda of subjects to be discussed. A written response to such request shall be rendered within five working days stating a suggested date and time for conducting such conference.

Issues, which are resolved, or positions, which the parties agree to reduce to writing, shall be submitted within five working days of the conclusion of the conference. If pursuant to the function stated in this section, the members of the committee are of the opinion that the problems referred to are not being resolved properly, the committee shall issue a report giving details of the situation with recommendations to the department head and a copy to the County Executive.

#### **ARTICLE 31 LEAVE FOR UNION BUSINESS**

An employee, upon request, shall be granted a leave of absence without pay for a period of one year for the purpose of serving full-time with the Monroe County Federation of Social Workers, Local 381, I.U.E.-C.W.A. District #3, the International Union of Electronic, Electrical, Salaried, Technical and Machine Workers, and/or the A.F.L.-C.I.O. and the International Labor Organization. Such leave shall, upon request of the employee, be renewed annually.

## ARTICLE 32 GRIEVANCE PROCEDURE

### **Section 32.1:** Declaration of Policy

The purpose of this grievance procedure is to provide an orderly process whereby the employees specified herein may equitably and expeditiously settle any grievance that may arise in the course of their employment, free from coercion, restraint, interference, discrimination or reprisal. The procedural provisions contained herein shall be liberally construed for the accomplishment of these objectives.

### **Section 32.2:** Definitions

As used herein, the following terms shall have the following meanings:

- a) "County" means the County of Monroe.
- b) "Legislature" means the Monroe County Legislature.
- c) "Employee" means any person directly employed and compensated by the County of Monroe and represented by Monroe County Federation of Social Workers, except persons employed in the Legislative and Judicial Branch thereof.
- d) "Superiors" means persons, regardless of title, who are assigned to exercise any level of supervisory responsibility over employees.
- e) "Department head" means the authorized appointing authority, or his designee, for the respective department.
- f) "Grievance" means any claimed violation, misinterpretation or inequitable application of the specific and express terms of this agreement, or any existing law, rule, procedure, regulation, order, or work rule of the County that pertains to County employment.
- g) "Employee organization" means the Monroe County Federation of Social Workers, Local 381, I.U.E.-C.W.A.

Pendency of a grievance shall in no way operate to impede, delay or interfere with the rights of the County to take the action complained of, up to and including the decision rendered by an arbitrator.

**Prior Notice:** Prior to the filing of a grievance, the Federation shall give notice of its intent to file a grievance to the appropriate administrator (list to be provided by the County). The purpose of this prior notice is to provide the parties an opportunity to settle issues before a formal grievance is filed.

**Step 1:** The first step shall commence with the aggrieved employee's presentation of his grievance to the Federation to determine if such grievance is a meritorious one. When the Federation determines that the grievance has merit, the grievance shall be processed in the following manner.

A grievance as defined hereinabove, between an employee or a group of employees and the County, shall be initiated by filing the grievance, in writing, with the department head or a designee.

**Step 2:** The Federation may request a review of the grievance with the department head. The department head or designee shall conduct a hearing in which all parties involved may present oral or written statements in support of their position.

In any individual grievance, the grievant shall attend step 2 of the grievance procedure, unless agreed otherwise by the parties.

The department head or designee shall serve a written reply to the aggrieved employee(s) and the Federation within five (5) business days of the close of the hearing.

**Step 3:** In the event the grievance is not disposed of under Step 2 of the grievance procedure, the Federation may request a review of the grievance with the Special Counsel for Labor Relations. Such request shall be submitted in the same manner provided for in Step 2 of the grievance procedure and shall be submitted within five (5) business days from the conclusion of Step 2. The Special Counsel for Labor Relations shall serve a written reply to the Federation and the aggrieved employee(s) within ten (10) business days following the review of the grievance.

**Step 4:** In the event the grievance is not disposed of under Step 3 of the grievance procedure, the Federation may submit the grievance to arbitration in the manner provided for below within five (5) business days from the conclusion of Step 3.

Within thirty (30) working days after the effective date of this agreement, the Special Counsel for Labor Relations and the President of the Federation/IUE and/or their designees shall meet to agree upon a panel of five (5) arbitrators selected from lists submitted by the parties. The lists shall include names of arbitrators whose residences are within one hundred fifty (150) miles of Monroe County. Such panel shall serve for the term of this agreement.

Each party shall have the right annually to strike one name from the permanent panel. Such strike out shall become effective upon receipt of the written notice. Replacement of the struck name will be by mutual agreement forthwith.

The request for arbitration shall be submitted to the County in writing. After receipt of such request, the parties shall meet within ten (10) working days to select an arbitrator from the permanent panel. The essential method of selection for each case shall be made by agreement. If the parties are unable to agree, the arbitrator shall be assigned from this panel on a rotating basis. Initial assignment for rotation shall be determined by lot.

The arbitrator, after reviewing oral and written statements presented at such hearings, shall respond in writing to both parties to the dispute within thirty (30) days following the close of such hearing. The decision of the arbitrator shall be final and binding upon both parties to the dispute.

The arbitrator shall not have jurisdiction or authority to add to, modify, detract from or alter in any way the provisions of this agreement or any amendment or supplement hereto. If the grievance concerns matters not covered by this agreement or the procedures contained herein have not been adhered to, said grievance shall be returned to the parties without decision. The fees and expenses of the arbitrator shall be shared equally by the parties to this agreement.

In any monetary award, the arbitrator shall be limited to an award not to exceed the period commencing 15 business days prior to the filing of the grievance.

The time limits as set forth in this article shall be strictly adhered to and shall be binding upon the parties unless waived in writing by mutual agreement for just and sufficient cause.

Nothing contained in this agreement shall be construed to deny any employee his rights under applicable New York State Civil Service Laws and regulations.

### **ARTICLE 33 CHILDREN'S CENTER**

**Section 33.1:** If annual physical examinations are required by the County, they shall be provided for employees at no cost.

**Section 33.2:** The Director of the Children's Center shall, whenever a shift vacancy occurs, post such shift vacancy for a period of not less than seven (7) calendar days.

After one year of continuous service at the Children's Center an employee, if qualified, may exercise his seniority in respect to choice of shift. Seniority for purposes of this section shall be defined as the period of continuous service of an employee dating from the first date of employment with the County.

When an employee chooses to exercise his seniority for choice of shift, he may not utilize that right again for at least one year. This procedure may be utilized only when a shift vacancy exists.

**Section 33.3:** The employees who are listed hereinafter who are employed at the Children's Center shall continue working the schedule, which has been in effect since 1968. This schedule provides for a 37.33 hour average work week, which average is arrived at over a six-week cycle.

Child Care Worker  
Senior Child Care Worker  
Supervising Child Care Worker

It is further understood that the aforementioned classifications shall remain coded at 80 hours and shall have their credits earned and charged based on eight (8) hours per day.

**Section 33.4:** The holidays as set forth in Article 13 of this agreement shall be observed on the calendar date of the holiday. This shall also apply to employees regularly engaged in after-hours child protective coverage.

#### **ARTICLE 34 AFTER HOURS AND STAND-BY COVERAGE**

- 1) Employees of the bargaining unit engaged in after-hours coverage will average thirty-five (35) hours per workweek which will include on-site and off-site duty.
- 2) Employees on off-site after hours duty, including hours worked in excess of thirty-five (35) hours per workweek, will be credited with one (1) hr. for each three & one-half (3 1/2) hrs. worked off-site. Off-site after hours duty will always be compensated at the rate of one (1) hour for each three and one-half (3 1/2) hours of duty.
- 3) Hours credited in excess of the thirty-five (35) hour workweek will be compensated in accordance with Section 25.5 of this agreement.
- 4) Employees engaged in on-site after hours coverage of more than five (5) hours shall have an unpaid lunch period of not less than thirty (30) minutes, and not more than one (1) hour. Employees engaged in on site coverage for five (5) hours or less will be entitled to one (1) fifteen-minute break.
- 5) Employees designated for after-hours coverage will be supplied with a pager.
- 6) Staff employees who are designated for stand-by coverage, exclusive of the normal workweek, will be credited with one (1) hour for each three and one-half (3 1/2) hours of such coverage.
- 7) Supervisors directed to be on stand-by, exclusive of the normal workweek, will be furnished with a pager and will be credited with .67 of an hour payment at the rate of time and one-half for each seven (7) hours of stand-by or major portion thereof.
- 8) Any employee engaged in off-site after hours or stand-by coverage who is called out to duty shall be compensated in accordance with the provisions contained in Section 25.7 of this agreement.

- 9) In the event of an insufficient number of qualified volunteers for after hours or stand-by coverage, involuntary assignment shall be made in accordance with Article 18, Section 18.4, of this agreement.

**ARTICLE 35  
PART-TIME EMPLOYEE BENEFITS**

**Section 35.1:** Part-time employees are employees who are regularly scheduled to work less than 25 hours per week.

**Section 35.2:** Economic benefits for part-time employees who are regularly scheduled to work 17 1/2 to 24 hours per week shall be as follows:

1. Salary increments: Part-time employees shall be hired at the Entry step of the salary schedule. After having completed six months of satisfactory performance, the employees shall be moved to Step A. After having completed one year of satisfactory performance, the employees shall be moved to Step B. Thereafter, part-time employees shall be evaluated on an annual basis and shall receive increments every year, upon satisfactory performance.
2. Part-time employees shall receive holiday pay on a pro rata basis, based upon the employee's regular work schedule, for any holiday on which the employee is scheduled to work.
3. Part-time employees shall earn a paid vacation allowance on a pro rata basis, based upon the employee's regular work schedule.
4. Part-time employees shall, after 6 months of continuous employment, be credited with 7 hours of sick leave. Upon the anniversary date of employment, and on each anniversary date of continuous employment thereafter, the employees shall be credited with an additional 14 hours of available sick leave.
5. Part-time employees may obtain one of the health insurance plans, as provided for in Article 9, by paying 50% of the insurance premium.
6. Part-time employees shall be paid longevity at one-half of the amounts set forth in Article 10.

**ARTICLE 36  
SEVERABILITY**

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor shall not become effective until the appropriate legislative body has given approval.

It is further agreed and understood by both parties that this agreement and all provisions herein are subject to all applicable laws, and in the event any provisions of this agreement are held to violate such laws, such provisions shall not bind either of the parties but the remainder of this agreement shall remain in full force and effect, as if the invalid or illegal provisions had not been a part of this agreement.

**ARTICLE 37  
MERIT EVALUATION SYSTEM**

A rating has the following value for each of the eighteen categories:

- 1 = 100 points
- 2 = 75 points
- 3 = 50 points
- 4 = 25 points
- 5 = 0 points

If the double rated box is checked for a category, then its rating is altered as follows:

- 1 = plus 50 points
- 2 = plus 25 points
- 3 = no change
- 4 = minus 25 points
- 5 = minus 50 points

The scores for each category are summed and the sum divided by the total number of categories rated to attain the final average.

**PASSING POINT**

Under this rating system, the passing point is 50%.

**EXAMPLES**

(A) Rating: 23354223333 (eleven of the eighteen categories)

Points: three 2's at 75 points	225
six 3's at 50 points	300
one 4 at 25 points	25
one 5 at 0 points	<u>0</u>
Average is: 550 divided by 11 = 50.0	550

(B) Rating: 333244333 (nine of the eighteen categories)

Points: one 2 at 75 points	75
six 3's at 50 points	300
two 4's at 25 points	<u>50</u>
Average is: 425 divided by 9 = 47.2	425

(C) Rating: 33323223323132 (fourteen of the eighteen categories—those numbers that are checked are double rated factors that would be checked in the Double Rated column—four would be checked in the Not Rated Column)

Points:	one 1 at 100 points	100
	five 2's at 75 points	375
	eight 3's at 50 points	400
	two double rated 2's at plus 25 points	<u>50</u>
		925

Average is: 925 divided by 14 = 66.1 (D) 33323223343

(D) 33323223343

Points:	three 2's at 75 points	225
	seven 3's at 50 points	350
	one 4 at 25 points	<u>25</u>
		600
	Add in for heavier 2's (25 X 2)	50
	Add in for heavier 3	<u>0</u>
		650

Average is: 650 divided by 11 = 59.0

(Passing)

As you can see, each 25 points is worth a shift in average of 2.27; every 50 points, a shift in average of 4.55.

### PERFORMANCE RANKING SUMMARY SHEET

If total points are:		Total % ranking is:
275	Fail	25.0
300		27.2
325		29.5
350		31.8
375		34.0
400		36.3
425		38.6
450		40.9
475		43.1
500		45.4
525		47.7
550	Pass	50.0
575		52.2
600		54.5
625		56.8
650		59.0



675	61.3
700	63.6
725	65.9
750	68.1
775	70.4
800	72.7
825	75.0
850	77.2
875	79.5
900	81.8
925	84.0
950	86.3
975	88.6
1000	90.0
1025	93.1
1050	95.4
1075	97.7
1100	100.00

**PERFORMANCE EVALUATION FORM**

NAME \_\_\_\_\_

JOB TITLE \_\_\_\_\_ A/C DIV. \_\_\_\_\_

SOCIAL SECURITY NO \_\_\_\_\_ INCREMENT MONTH \_\_\_\_\_

ANNUAL SALARY \_\_\_\_\_ CR/ST \_\_\_\_\_

**RATING CODES:**

Exceptional: A performance, which is considerably in excess of the minimum requirement to maintain an efficient operation of the department.

Better Than Average: A performance, which is in excess of the minimum requirement to maintain an efficient operation of the department.

Average: An adequate performance that will maintain an efficient operation of the department.

Needs Improvement: A performance, which is not good enough to maintain an efficient operation of the department.

Not Acceptable: A level of performance, which is considerably below the minimum requirement to maintain an efficient operation of the department.

**PRODUCTIVITY**

**RATING**

Operations:  
Level of performance in carrying-out assignments in area of responsibility.

Rated \_\_\_\_\_  
Not Rated \_\_\_\_\_

Safety:  
Effectiveness in carrying-out his responsibilities safely, both himself and through others.

Rated \_\_\_\_\_  
Not Rated \_\_\_\_\_

COMMENTS:

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**PRODUCTIVITY**

**RATING**

**KNOWLEDGE**

Basic:  
Knowledge required to carry out his primary responsibilities.

Rated \_\_\_\_\_  
Not Rated \_\_\_\_\_

Related:  
Knowledge of other areas helpful in his performance.

Rated \_\_\_\_\_  
Not Rated \_\_\_\_\_

Application:  
Effectiveness in applying his knowledge to the job.

Rated \_\_\_\_\_  
Not Rated \_\_\_\_\_

COMMENTS:

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**PROBLEM SOLVING:**

Recognition:  
Ability to see problems and the opportunity for their solution.

Rated \_\_\_\_\_  
Not Rated \_\_\_\_\_

Judgment:  
Quality of recommendation or actions taken.

Rated \_\_\_\_\_  
Not Rated \_\_\_\_\_

Creativity:  
Evidence of original thinking applied to his job.

Rated \_\_\_\_\_  
Not Rated \_\_\_\_\_

COMMENTS:

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**COOPERATIVENESS**

Other Personnel:

Evidence of cooperation  
with associates.

Rated \_\_\_\_\_

Not Rated \_\_\_\_\_

Others:

Effectiveness in relationships  
with the public when needed.

Rated \_\_\_\_\_

Not Rated \_\_\_\_\_

Communication

Effectiveness in getting across to others,  
both orally and in writing.

Rated \_\_\_\_\_

Not Rated \_\_\_\_\_

COMMENTS:

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**PRODUCTIVITY**

**RATING**

**ORGANIZATIONAL SKILLS**

Planning:

Effectiveness in anticipating needs, setting-up  
objectives and establishing time schedules.

Rated \_\_\_\_\_

Not Rated \_\_\_\_\_

Execution:

Effectiveness in holding to objectives,  
interpreting progress and taking corrective action.

Rated \_\_\_\_\_

Not Rated \_\_\_\_\_

COMMENTS:

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**GENERAL**

Appearance:

Appearance as it relates to  
job requirements.

Rated \_\_\_\_\_

Not Rated \_\_\_\_\_

Attendance:

Take into account unexcused absence,  
tardiness, etc.

Rated \_\_\_\_\_

Not Rated \_\_\_\_\_

COMMENTS:

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**FOR SUPERVISION ONLY**

Effectiveness in directing, coaching and motivating subordinate employees.

Rated \_\_\_\_\_  
Not Rated \_\_\_\_\_

Supervisory Organization:  
Effectiveness in distributing work and delegating responsibility

Rated \_\_\_\_\_  
Not Rated \_\_\_\_\_

COMMENTS:

\_\_\_\_\_

\_\_\_\_\_

ADDITIONAL COMMENTS IF NECESSARY:

\_\_\_\_\_

\_\_\_\_\_

Supervisory comments shall be inserted by the supervisor for each category of the performance evaluation form.

\_\_\_\_\_

Date

Supervisor's Signature

\_\_\_\_\_

\*Employee's Signature

\* The Employee Signature represents only that the employee has seen the evaluation and does not mean agreement or disagreement.

**ADDENDUM**

In addition to the areas specifically covered in this agreement, the items listed below are agreements reached outside of the contract:


1. Educational Leave: The County agrees that further exploration will be given to the "b" plan for graduate education insofar as NYS may offer scholarship aid to cover this specific educational program.
2. The County agrees to continue providing a bicycle rack for those individuals who select that means of transportation.
3. The County agrees to continue to retain a bus shelter at the bus stop located in front of the Social Services building.
4. The Federation shall have the right to consult with the administration regarding the advisability of conducting home visits when conditions suggest a potentially dangerous situation, i.e., inclement weather, the presence of disease which has been verified by a physician, etc.
5. The County agrees to maintain safety hand rails at the entrances to the Social Services building.

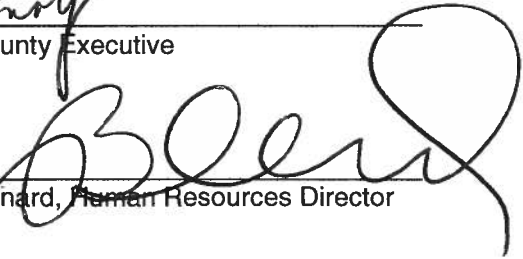
**TERM OF AGREEMENT**

This agreement shall become effective January 1, 2009, and terminate at the close of business on December 31, 2016.

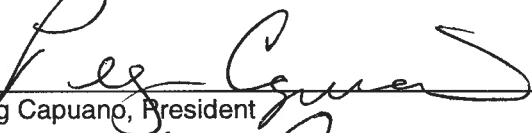
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives.

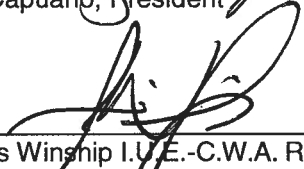
**MONROE COUNTY**

  
\_\_\_\_\_  
Cheryl D'Amico, County Executive

  
\_\_\_\_\_  
Brayton McK. Connard, Human Resources Director

**MONROE COUNTY FEDERATIONS OF SOCIAL WORKERS,  
LOCAL 361, I.U.E.-C.W.A**

  
\_\_\_\_\_  
Peg Capuano, President

  
\_\_\_\_\_  
James Winship I.U.E.-C.W.A. Representative

**FEDERATION OF SOCIAL WORKERS NEGOTIATING COMMITTEE as of December 11, 2016:**

- Mike Rusinek
- James Winship
- Peg Capuano
- Michelle Alaimo
- Kendall Bell
- Robert Way
- Daniel Delorme

**MONROE COUNTY NEGOTIATING COMMITTEE as of December 11, 2015:**

- Brayton McK. Connard
- Thomas C. Vasey
- Peter J. Spinelli
- Karlee S. Bolaños
- William Q. Lowe

AGREEMENT  
between  
MONROE COUNTY  
and  
MONROE COUNTY FEDERATION OF SOCIAL WORKERS,  
I.U.E.-C.W.A. 381

The parties agree as follows:

1. When part-time employees in the bargaining unit are assigned to work more than 24 hours per week for a month or more, they shall be given full-time sick leave, vacation, and holiday pay, as such full-time benefits are set forth in the collective bargaining agreement. If such assignment is for two months or more, the employees shall be offered full-time health insurance and dental coverage as such full-time benefits are set forth in the collective bargaining agreement.

2. Written notice of such temporary assignments shall be given to the employee and to the Union.

3. If a bargaining unit member changes from part-time to full-time, or vice versa, the member shall retain the original hire date for purposes of the collective bargaining agreement.

4. Current full-time employees who had been part-time employees shall be granted their original hire date if they request such change, in writing to the County Personnel Office, by January 31, 1992. No retroactive benefits shall be granted due to a change in hire date under this agreement.

DATED: December 3, 1991

s/BARRY C. WATKINS  
Manager  
MONROE COUNTY

s/KENNETH J. MAURICE Labor Relations  
President  
MONROE COUNTY FEDERATION OF SOCIAL  
WORKERS

AGREEMENT  
between  
MONROE COUNTY  
and  
MONROE COUNTY FEDERATION OF SOCIAL WORKERS  
LOCAL 381, I.U.E.-C.W.A.

Pursuant to Section 13.3 of the 2000–2003 collective bargaining agreement, relating to the Joint Education and Training Fund, the parties agree as follows:

1. Expenditures from the fund must be job-related or career-related.
2. The County shall calculate the total compensated hours for the bargaining unit at the close of pay periods 13 and 26 and shall credit the Fund with the appropriate amount at such times.
3. Tuition reimbursement:
  - A. A maximum of 80% of the available funds, on an annual basis, shall be used for tuition reimbursement.
  - B. Tuition reimbursement shall be 100% of tuition, up to a maximum of \$1,200 per year, per employee. Costs of textbooks shall also be reimbursed, within the limit of the \$1,200 maximum, if sufficient additional funds are available. Any remaining funds shall be available for use for other expenditures, pursuant to paragraph 4.
  - C. Tuition reimbursement requests must be submitted to the Employee Education Project Director in DSS Staff Development no later than 30 days after the beginning date of the class. A request that is denied may be referred by the employee to the Joint Education and Training Fund Committee for review. If the Committee agrees on the disposition of the request, no further review, including the grievance procedure, shall be available. If the Committee does not agree, the denial of the request may be grieved, under Article 32 of the contract.
  - D. Eligibility for tuition reimbursement shall be determined based upon the following:
    1. Reimbursement determined on a first-come, first-served basis.
    2. If applications are received on the same day, then approval shall be based upon the following criteria, in the following order:
      - a. Applicants seeking a degree.
      - b. Applicants who have not received tuition during the prior half-year period (January– June or July–December).
  - C. Highest Monroe County seniority.
  - E. Job-related and career-related courses eligible for tuition reimbursement shall include courses in the following subject areas: social work, counseling, public administration, business administration, human services, and criminal justice services. Degree programs in these areas, including courses required for the degree programs but not in these areas, shall also be eligible. The Committee may approve other courses as job-related or career-related on a case-by-case basis.

F. Union Executive Board members, Stewards, and Steward alternates, and Administrators and Supervisory staff, shall be eligible for tuition reimbursement for labor relations and employee relations courses.

G. A grade of at least C, or pass in a pass-fail course, shall be required in order to receive tuition reimbursement.

4. The parties agree that expenditures related to labor relations and employee relations are proper expenditures from the Fund. A maximum of 10% of the available funds, on an annual basis, shall be available for this purpose, as determined by the Committee.

5. Other expenditures: The Joint Education and Training Fund Committee shall meet quarterly to mutually agree on other education and training expenditures from the Fund for the next quarter.

6. The Committee shall meet as necessary, and at least yearly, to review the purposes for which the Fund has been used and to discuss the future operation of the Fund.

DATED: February 8, 2001

s/BARRY C. WATKINS  
Relations  
MONROE COUNTY

s/JOHN VASKO Special Counsel for Labor  
President  
MONROE COUNTY FEDERATION OF SOCIAL  
WORKERS



**FEDERATION OF SOCIAL WORKERS  
2016 SALARY SCHEDULE PRE 1/1/16 HIRES**

GROUP		ENTRY	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
46	ANNUALIZED	22,521.06	23,206.19	24,833.13	26,203.38	27,573.27	29,028.84	29,609.46
	PAYROLL YEAR	22,434.78	23,117.28	24,737.99	26,102.99	27,467.62	28,917.62	29,496.01
	70 HOUR	12.3268	12.7018	13.5923	14.3423	15.0921	15.8888	16.2066
	75 HOUR	11.5050	11.8550	12.6861	13.3860	14.0860	14.8296	15.1261
	80 HOUR	10.7859	11.1140	11.8933	12.5495	13.2056	13.9028	14.1808
	BI-WEEKLY	862.88	889.13	951.46	1,003.96	1,056.45	1,112.22	1,134.46
49	ANNUALIZED	27,402.08	28,258.39	29,970.84	31,769.15	33,481.78	35,194.41	35,898.36
	PAYROLL YEAR	27,297.09	28,150.12	29,856.01	31,647.43	33,353.50	35,059.57	35,760.82
	70 HOUR	14.9984	15.4671	16.4044	17.3887	18.3261	19.2635	19.6488
	75 HOUR	13.9985	14.4359	15.3109	16.2294	17.1044	17.9793	18.3389
	80 HOUR	13.1235	13.5337	14.3539	15.2152	16.0354	16.8556	17.1927
	BI-WEEKLY	1,049.89	1,082.70	1,148.31	1,217.21	1,282.83	1,348.45	1,375.42
50	ANNUALIZED	29,114.52	29,970.84	31,854.84	33,653.16	35,537.16	37,420.98	38,169.14
	PAYROLL YEAR	29,002.97	29,856.01	31,732.79	33,524.22	35,401.00	37,277.60	38,022.89
	70 HOUR	15.9357	16.4044	17.4356	18.4199	19.4511	20.4822	20.8917
	75 HOUR	14.8734	15.3109	16.2732	17.1919	18.1543	19.1166	19.4989
	80 HOUR	13.9439	14.3539	15.2561	16.1175	17.0196	17.9219	18.2803
	BI-WEEKLY	1,115.50	1,148.31	1,220.49	1,289.39	1,361.58	1,433.75	1,462.42
51	ANNUALIZED	31,084.21	31,940.53	33,910.03	35,793.85	37,849.05	39,818.55	40,614.76
	PAYROLL YEAR	30,965.12	31,818.15	33,780.11	35,656.71	37,704.03	39,665.99	40,459.15
	70 HOUR	17.0138	17.4825	18.5605	19.5916	20.7165	21.7945	22.2303
	75 HOUR	15.8796	16.3170	17.3231	18.2855	19.3354	20.3415	20.7483
	80 HOUR	14.8871	15.2972	16.2404	17.1427	18.1270	19.0702	19.4517
	BI-WEEKLY	1,190.97	1,223.78	1,299.24	1,371.41	1,450.16	1,525.62	1,556.12

**FEDERATION OF SOCIAL WORKERS  
2016 SALARY SCHEDULE PRE 1/1/16 HIRES**

GROUP		ENTRY	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
52	ANNUALIZED	33,053.72	33,995.72	36,222.10	38,277.11	40,417.99	42,644.19	43,497.03
	PAYROLL YEAR	32,927.08	33,865.47	36,083.32	38,130.46	40,263.13	42,480.80	43,330.38
	70 HOUR	18.0918	18.6074	19.8260	20.9508	22.1226	23.3411	23.8079
	75 HOUR	16.8856	17.3669	18.5043	19.5542	20.6477	21.7851	22.2209
	80 HOUR	15.8302	16.2814	17.3478	18.3320	19.3573	20.4235	20.8320
	BI-WEEKLY	1,266.43	1,302.52	1,387.82	1,466.56	1,548.58	1,633.88	1,666.55
53	ANNUALIZED	35,280.10	36,307.61	38,533.99	40,846.24	43,158.12	45,384.69	46,292.53
	PAYROLL YEAR	35,144.93	36,168.50	38,386.35	40,689.74	42,992.77	45,210.80	46,115.16
	70 HOUR	19.3104	19.8728	21.0914	22.3570	23.6224	24.8411	25.3380
	75 HOUR	18.0231	18.5480	19.6854	20.8665	22.0476	23.1849	23.6486
	80 HOUR	16.8966	17.3887	18.4550	19.5623	20.6697	21.7359	22.1706
	BI-WEEKLY	1,351.73	1,391.10	1,476.40	1,564.99	1,653.57	1,738.88	1,773.66
54	ANNUALIZED	37,592.17	38,705.54	41,103.12	43,500.87	46,069.81	48,296.20	49,262.13
	PAYROLL YEAR	37,448.14	38,557.25	40,945.63	43,334.20	45,893.30	48,111.15	49,073.39
	70 HOUR	20.5759	21.1853	22.4976	23.8100	25.2161	26.4347	26.9634
	75 HOUR	19.2041	19.7728	20.9977	22.2226	23.5349	24.6723	25.1658
	80 HOUR	18.0039	18.5370	19.6853	20.8337	22.0640	23.1303	23.5929
	BI-WEEKLY	1,440.31	1,482.97	1,574.83	1,666.70	1,765.13	1,850.43	1,887.44
55	ANNUALIZED	40,246.98	41,445.50	44,014.44	46,583.57	49,323.70	51,550.08	52,581.06
	PAYROLL YEAR	40,092.78	41,286.70	43,845.80	46,405.09	49,134.72	51,352.57	52,379.60
	70 HOUR	22.0290	22.6850	24.0911	25.4973	26.9971	28.2157	28.7800
	75 HOUR	20.5602	21.1727	22.4851	23.7974	25.1973	26.3347	26.8614
	80 HOUR	19.2754	19.8494	21.0797	22.3100	23.6224	24.6887	25.1825
	BI-WEEKLY	1,542.03	1,587.95	1,686.47	381	1,889.80	1,975.10	2,014.60

**FEDERATION OF SOCIAL WORKERS  
2016 SALARY SCHEDULE PRE 1/1/16 HIRES**

GROUP		ENTRY	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
56	ANNUALIZED	43,158.12	44,442.69	47,097.32	50,008.64	52,920.33	55,403.59	56,511.49
	PAYROLL YEAR	42,992.77	44,272.41	46,916.87	49,817.04	52,717.57	55,191.32	56,294.97
	70 HOUR	23.6224	24.3255	25.7785	27.3720	28.9657	30.3249	30.9313
	75 HOUR	22.0476	22.7038	24.0599	25.5472	27.0346	28.3032	28.8692
	80 HOUR	20.6697	21.2848	22.5561	23.9505	25.3450	26.5342	27.0649
	BI-WEEKLY	1,653.57	1,702.79	1,804.50	1,916.04	2,027.60	2,122.74	2,165.19
57	ANNUALIZED	46,669.25	48,125.01	51,121.84	54,033.71	57,116.04	60,027.73	61,228.25
	PAYROLL YEAR	46,490.44	47,940.62	50,925.97	53,826.68	56,897.20	59,797.74	60,993.66
	70 HOUR	25.5442	26.3410	27.9813	29.5751	31.2622	32.8559	33.5130
	75 HOUR	23.8411	24.5848	26.1160	27.6034	29.1781	30.6655	31.2788
	80 HOUR	22.3511	23.0483	24.4836	25.8781	27.3545	28.7489	29.3238
	BI-WEEKLY	1,788.09	1,843.87	1,958.69	2,070.26	2,188.35	2,299.91	2,345.91
58	ANNUALIZED	50,180.02	51,550.08	54,975.34	58,058.04	61,311.93	64,566.18	65,857.50
	PAYROLL YEAR	49,987.76	51,352.57	54,764.71	57,835.60	61,077.02	64,318.80	65,605.18
	70 HOUR	27.4658	28.2157	30.0905	31.7778	33.5588	35.3400	36.0468
	75 HOUR	25.6347	26.3347	28.0844	29.6593	31.3216	32.9839	33.6436
	80 HOUR	24.0326	24.6888	26.3292	27.8056	29.3640	30.9225	31.5409
	BI-WEEKLY	1,922.61	1,975.10	2,106.34	2,224.45	2,349.12	2,473.80	2,523.28
59	ANNUALIZED	54,119.03	55,660.29	59,256.92	62,853.55	66,878.07	69,789.39	71,185.22
	PAYROLL YEAR	53,911.68	55,447.03	59,029.88	62,612.73	66,621.83	69,522.00	70,912.48
	70 HOUR	29.6218	30.4654	32.4340	34.4026	36.6054	38.1989	38.9629
	75 HOUR	27.6470	28.4344	30.2718	32.1090	34.1650	35.6524	36.3654
	80 HOUR	25.9190	26.6572	28.3797	30.1022	32.0297	33.4242	34.0926
	BI-WEEKLY	2,073.53	2,132.58	2,270.48	48	2,562.38	2,673.92	2,727.40

**FEDERATION OF SOCIAL WORKERS  
2016 SALARY SCHEDULE POST 1/1/16 HIRES**

GROUP		ENTRY	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L
46	ANNUALIZED	22,188.21	22,632.09	23,084.67	23,546.38	24,017.48	24,497.72	24,987.62	25,487.43	25,997.17	26,517.08	27,047.43	27,588.48	28,140.24
	PAYROLL YEAR	22,103.20	22,545.38	22,996.22	23,456.16	23,925.46	24,403.86	24,891.88	25,389.78	25,897.56	26,415.48	26,943.80	27,482.78	28,032.42
	70 HOUR	12.1446	12.3875	12.6353	12.8880	13.1458	13.4087	13.6769	13.9504	14.2294	14.5140	14.8043	15.1004	15.4024
	75 HOUR	11.3350	11.5617	11.7929	12.0288	12.2694	12.5148	12.7651	13.0204	13.2808	13.5464	13.8173	14.0936	14.3755
	80 HOUR	10.6265	10.8390	11.0558	11.2769	11.5024	11.7324	11.9670	12.2063	12.4504	12.6994	12.9534	13.2125	13.4768
	BI-WEEKLY	850.12	867.13	884.47	902.16	920.21	938.61	957.38	976.53	996.06	1,015.98	1,036.30	1,057.03	1,078.17
49	ANNUALIZED	26,997.06	27,536.81	28,087.52	28,649.45	29,222.34	29,806.72	30,402.85	31,010.98	31,631.11	32,264.04	32,909.23	33,567.47	34,239.02
	PAYROLL YEAR	26,893.62	27,431.30	27,979.90	28,539.68	29,110.38	29,692.52	30,286.36	30,892.16	31,509.92	32,140.42	32,783.14	33,438.86	34,107.84
	70 HOUR	14.7767	15.0722	15.3736	15.6811	15.9947	16.3146	16.6409	16.9737	17.3132	17.6595	18.0127	18.3730	18.7405
	75 HOUR	13.7916	14.0674	14.3487	14.6357	14.9284	15.2270	15.5315	15.8421	16.1589	16.4821	16.8117	17.1479	17.4909
	80 HOUR	12.9296	13.1882	13.4520	13.7210	13.9954	14.2753	14.5608	14.8520	15.1490	15.4520	15.7610	16.0762	16.3977
	BI-WEEKLY	1,034.37	1,055.05	1,076.15	1,097.68	1,119.63	1,142.02	1,164.86	1,188.16	1,211.92	1,236.17	1,260.89	1,286.11	1,311.84
50	ANNUALIZED	28,684.35	29,257.84	29,843.26	30,439.91	31,048.82	31,669.74	32,303.19	32,949.16	33,608.19	34,280.26	34,966.17	35,665.39	36,378.70
	PAYROLL YEAR	28,574.45	29,145.74	29,728.92	30,323.28	30,929.86	31,548.40	32,179.42	32,822.92	33,479.42	34,148.92	34,832.20	35,528.74	36,239.32
	70 HOUR	15.7002	16.0142	16.3345	16.6612	16.9944	17.3343	17.6810	18.0346	18.3953	18.7632	19.1385	19.5213	19.9117
	75 HOUR	14.6536	14.9467	15.2456	15.5505	15.8615	16.1787	16.5023	16.8323	17.1689	17.5123	17.8625	18.2198	18.5842
	80 HOUR	13.7377	14.0125	14.2928	14.5787	14.8703	15.1677	15.4711	15.7805	16.0961	16.4180	16.7464	17.0813	17.4229
	BI-WEEKLY	1,099.02	1,120.99	1,143.42	1,166.28	1,189.61	1,213.40	1,237.67	1,262.42	1,287.67	1,313.42	1,339.70	1,366.49	1,393.82
51	ANNUALIZED	30,624.82	31,237.26	31,862.10	32,499.46	33,149.35	33,812.55	34,488.54	35,178.36	35,882.02	36,599.51	37,331.61	38,078.33	38,839.93
	PAYROLL YEAR	30,507.48	31,117.58	31,740.02	32,374.94	33,022.34	33,683.00	34,356.40	35,043.58	35,744.54	36,459.28	37,188.58	37,932.44	38,691.12
	70 HOUR	16.7624	17.0976	17.4396	17.7884	18.1442	18.5071	18.8772	19.2547	19.6398	20.0326	20.4333	20.8420	21.2588
	75 HOUR	15.6449	15.9578	16.2770	16.6025	16.9346	17.2733	17.6188	17.9712	18.3306	18.6972	19.0711	19.4525	19.8416
	80 HOUR	14.6671	14.9604	15.2596	15.5648	15.8761	16.1936	16.5175	16.8479	17.1849	17.5286	17.8792	18.2368	18.6015
	BI-WEEKLY	1,173.36	1,196.83	1,220.77	1,245.19	1,270.09	1,295.50	1,321.40	1,347.83	1,374.79	1,402.28	1,430.33	1,458.94	1,488.12

**FEDERATION OF SOCIAL WORKERS  
2016 SALARY SCHEDULE POST 1/1/16 HIRES**

GROUP		ENTRY	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L
52	ANNUALIZED	32,565.20	33,216.43	33,880.93	34,558.49	35,249.62	35,954.58	36,673.63	37,407.30	38,155.33	38,918.49	39,696.80	40,491.02	41,300.90
	PAYROLL YEAR	32,440.43	33,089.16	33,751.12	34,426.08	35,114.56	35,816.82	36,533.12	37,263.98	38,009.14	38,769.38	39,544.70	40,335.88	41,142.66
	70 HOUR	17.8244	18.1809	18.5445	18.9154	19.2937	19.6796	20.0732	20.4747	20.8842	21.3019	21.7279	22.1625	22.6058
	75 HOUR	16.6361	16.9688	17.3082	17.6544	18.0075	18.3677	18.7351	19.1098	19.4920	19.8818	20.2794	20.6850	21.0987
	80 HOUR	15.5964	15.9083	16.2265	16.5510	16.8820	17.2196	17.5640	17.9153	18.2736	18.6391	19.0119	19.3921	19.7799
	BI-WEEKLY	1,247.71	1,272.66	1,298.12	1,324.08	1,350.56	1,377.57	1,405.12	1,433.23	1,461.89	1,491.13	1,520.95	1,551.38	1,582.41
53	ANNUALIZED	34,758.75	35,453.98	36,162.86	36,886.35	37,623.93	38,376.40	39,144.00	39,927.00	40,725.40	41,539.98	42,370.74	43,217.95	44,082.38
	PAYROLL YEAR	34,625.58	35,318.14	36,024.30	36,745.02	37,479.78	38,229.36	38,994.02	39,774.02	40,569.36	41,380.82	42,208.40	43,052.36	43,913.48
	70 HOUR	19.0250	19.4055	19.7936	20.1895	20.5933	21.0052	21.4253	21.8538	22.2909	22.7367	23.1914	23.6552	24.1283
	75 HOUR	17.7567	18.1118	18.4740	18.8435	19.2204	19.6048	19.9969	20.3968	20.8047	21.2208	21.6452	22.0781	22.5197
	80 HOUR	16.6469	16.9798	17.3194	17.6658	18.0191	18.3795	18.7471	19.1220	19.5044	19.8945	20.2924	20.6982	21.1122
	BI-WEEKLY	1,331.75	1,358.39	1,385.55	1,413.27	1,441.53	1,470.36	1,499.77	1,529.77	1,560.36	1,591.57	1,623.40	1,655.86	1,688.98
54	ANNUALIZED	37,036.58	37,777.14	38,532.74	39,303.47	40,089.60	40,891.39	41,709.11	42,543.26	43,394.12	44,261.95	45,147.26	46,050.06	46,971.13
	PAYROLL YEAR	36,894.68	37,632.40	38,385.10	39,152.88	39,936.00	40,734.72	41,549.30	42,380.26	43,227.86	44,092.36	44,974.28	45,873.62	46,791.16
	70 HOUR	20.2718	20.6772	21.0907	21.5125	21.9428	22.3817	22.8293	23.2859	23.7516	24.2266	24.7111	25.2053	25.7094
	75 HOUR	18.9203	19.2987	19.6847	20.0784	20.4800	20.8896	21.3074	21.7335	22.1682	22.6116	23.0638	23.5251	23.9956
	80 HOUR	17.7378	18.0926	18.4545	18.8236	19.2001	19.5841	19.9758	20.3753	20.7828	21.1985	21.6225	22.0550	22.4961
	BI-WEEKLY	1,419.03	1,447.40	1,476.35	1,505.88	1,536.00	1,566.72	1,598.05	1,630.01	1,662.61	1,695.86	1,729.78	1,764.37	1,799.66
55	ANNUALIZED	39,651.95	40,445.08	41,253.92	42,078.94	42,920.41	43,778.84	44,654.23	45,547.37	46,458.26	47,387.42	48,335.11	49,301.86	50,287.91
	PAYROLL YEAR	39,500.03	40,290.12	41,095.86	41,917.72	42,755.96	43,611.10	44,483.14	45,372.86	46,280.26	47,205.86	48,149.92	49,112.96	50,095.24
	70 HOUR	21.7033	22.1374	22.5801	23.0317	23.4923	23.9621	24.4413	24.9301	25.4287	25.9373	26.4560	26.9851	27.5248
	75 HOUR	20.2564	20.6615	21.0747	21.4962	21.9261	22.3646	22.8119	23.2681	23.7335	24.2082	24.6924	25.1862	25.6899
	80 HOUR	18.9904	19.3702	19.7576	20.1528	20.5559	20.9670	21.3863	21.8140	22.2503	22.6953	23.1492	23.6122	24.0844
	BI-WEEKLY	1,519.23	1,549.62	1,580.61	1,612.22	1,644.46	1,677.35	1,710.89	1,745.11	1,780.01	1,815.61	1,851.92	1,888.96	1,926.74

**FEDERATION OF SOCIAL WORKERS  
2016 SALARY SCHEDULE POST 1/1/16 HIRES**

GROUP		ENTRY	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L
56	ANNUALIZED	42,520.39	43,370.89	44,238.20	45,122.99	46,025.52	46,946.07	47,884.89	48,842.76	49,819.68	50,815.92	51,832.25	52,868.94	53,926.52
	PAYROLL YEAR	42,357.48	43,204.72	44,068.70	44,950.10	45,849.18	46,766.20	47,701.42	48,655.62	49,628.80	50,621.22	51,633.66	52,666.38	53,719.90
	70 HOUR	23.2733	23.7388	24.2136	24.6979	25.1919	25.6957	26.2096	26.7338	27.2685	27.8139	28.3702	28.9376	29.5164
	75 HOUR	21.7218	22.1562	22.5993	23.0513	23.5123	23.9825	24.4622	24.9514	25.4504	25.9594	26.4786	27.0082	27.5484
	80 HOUR	20.3642	20.7715	21.1869	21.6106	22.0428	22.4837	22.9334	23.3921	23.8599	24.3371	24.8238	25.3203	25.8267
	BI-WEEKLY	1,629.13	1,661.72	1,694.95	1,728.85	1,763.43	1,798.70	1,834.67	1,871.37	1,908.80	1,946.97	1,985.91	2,025.63	2,066.15
57	ANNUALIZED	45,979.41	46,898.83	47,836.86	48,793.69	49,769.57	50,764.76	51,780.05	52,815.70	53,871.97	54,949.37	56,048.45	57,169.44	58,312.62
	PAYROLL YEAR	45,803.24	46,719.14	47,653.58	48,606.74	49,578.88	50,570.26	51,581.66	52,613.34	53,665.56	54,738.84	55,833.70	56,950.40	58,089.20
	70 HOUR	25.1666	25.6699	26.1833	26.7070	27.2411	27.7859	28.3416	28.9084	29.4866	30.0763	30.6778	31.2914	31.9172
	75 HOUR	23.4888	23.9586	24.4378	24.9266	25.4251	25.9336	26.4523	26.9813	27.5209	28.0713	28.6327	29.2054	29.7895
	80 HOUR	22.0208	22.4612	22.9104	23.3686	23.8360	24.3127	24.7990	25.2950	25.8009	26.3169	26.8432	27.3801	27.9277
	BI-WEEKLY	1,761.66	1,796.89	1,832.83	1,869.49	1,906.88	1,945.01	1,983.91	2,023.59	2,064.06	2,105.34	2,147.45	2,190.40	2,234.20
58	ANNUALIZED	49,438.39	50,427.29	51,435.79	52,464.39	53,513.87	54,583.97	55,675.74	56,789.16	57,925.04	59,083.61	60,265.16	61,470.46	62,700.03
	PAYROLL YEAR	49,248.97	50,234.08	51,238.72	52,263.38	53,308.84	54,374.84	55,462.42	56,571.58	57,703.10	58,857.24	60,034.26	61,234.94	62,459.80
	70 HOUR	27.0599	27.6011	28.1531	28.7162	29.2905	29.8763	30.4738	31.0833	31.7050	32.3391	32.9859	33.6456	34.3185
	75 HOUR	25.2559	25.7610	26.2762	26.8017	27.3377	27.8845	28.4422	29.0110	29.5912	30.1830	30.7867	31.4024	32.0304
	80 HOUR	23.6774	24.1509	24.6339	25.1266	25.6291	26.1417	26.6645	27.1978	27.7418	28.2966	28.8625	29.4398	30.0286
	BI-WEEKLY	1,894.19	1,932.08	1,970.72	2,010.13	2,050.34	2,091.34	2,133.17	2,175.83	2,219.35	2,263.74	2,309.01	2,355.19	2,402.30
59	ANNUALIZED	53,319.20	54,385.61	55,473.46	56,582.97	57,714.67	58,868.81	60,046.18	61,247.04	62,472.18	63,721.58	64,996.05	66,296.09	67,621.97
	PAYROLL YEAR	53,114.91	54,177.24	55,260.92	56,366.18	57,493.54	58,643.26	59,816.12	61,012.38	62,232.82	63,477.44	64,747.02	66,042.08	67,362.88
	70 HOUR	29.1840	29.7677	30.3631	30.9704	31.5898	32.2216	32.8660	33.5233	34.1938	34.8777	35.5753	36.2868	37.0125
	75 HOUR	27.2384	27.7832	28.3389	28.9057	29.4838	30.0735	30.6750	31.2885	31.9143	32.5526	33.2037	33.8678	34.5452
	80 HOUR	25.5360	26.0467	26.5676	27.0990	27.6410	28.1938	28.7577	29.3329	29.9196	30.5180	31.1284	31.7510	32.3860
	BI-WEEKLY	2,042.88	2,083.74	2,125.42	2,167.93	2,211.29	2,255.51	2,300.62	2,346.63	2,393.57	2,441.44	2,490.27	2,540.08	2,590.88

		ENTRY	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L
	46	22,188	22,632	23,085	23,546	24,017	24,498	24,988	25,487	25,997	26,517	27,047	27,588	28,140
	49	26,997	27,537	28,088	28,649	29,222	29,807	30,403	31,011	31,631	32,264	32,909	33,567	34,239
	50	28,684	29,258	29,843	30,440	31,049	31,670	32,303	32,949	33,608	34,280	34,966	35,665	36,379
	51	30,625	31,237	31,862	32,499	33,149	33,813	34,489	35,178	35,882	36,600	37,332	38,078	38,840
	52	32,565	33,216	33,881	34,558	35,250	35,955	36,674	37,407	38,155	38,918	39,697	40,491	41,301
	53	34,759	35,454	36,163	36,886	37,624	38,376	39,144	39,927	40,725	41,540	42,371	43,218	44,082
	54	37,037	37,777	38,533	39,303	40,090	40,891	41,709	42,543	43,394	44,262	45,147	46,050	46,971
	55	39,652	40,445	41,254	42,079	42,920	43,779	44,654	45,547	46,458	47,387	48,335	49,302	50,288
	56	42,520	43,371	44,238	45,123	46,026	46,946	47,885	48,843	49,820	50,816	51,832	52,869	53,927
	57	45,979	46,899	47,837	48,794	49,770	50,765	51,780	52,816	53,872	54,949	56,048	57,169	58,313
	58	49,438	50,427	51,436	52,464	53,514	54,584	55,676	56,789	57,925	59,084	60,265	61,470	62,700
	59	53,319	54,386	55,473	56,583	57,715	58,869	60,046	61,247	62,472	63,722	64,996	66,296	67,622