

AGREEMENT

by and between the

COUNTY OF LEWIS

and

CSEA, Local 1000,
AFSCME, AFL/CIO



Lewis County Unit 7250-01 Lewis
County Local 825

January 1, 2024 - December 31, 2026

RESOLUTION NO. 292 - 2023
RESOLUTION AUTHORIZING AND RATIFYING
TENTATIVE AGREEMENT AND FINAL THREE-YEAR CONTRACT
BETWEEN THE COUNTY OF LEWIS AND
LOCAL 825 OF THE CIVIL SERVICE
EMPLOYEES ASSOCIATION, INC. (GENERAL EMPLOYEES UNIT)

Introduced by Legislator Thomas Osborne, Chair of the Finance & Rules Committee.

WHEREAS, the existing contract between the County of Lewis and Local 825 of the Civil Service Employee's Association ("CSEA") for the County's general employees expires on December 31, 2023; and

WHEREAS, the negotiating teams representing the County of Lewis and the CSEA, reached a verbal Tentative Agreement (TA) on November 16, 2023, encompassing a summary of the changes agreed to for a three-year final Agreement to be effective January 1, 2024 through December 31, 2026; with the written TA executed on December 13, 2023; and

WHEREAS, the Tentative Agreement was presented by CSEA to its local membership for vote between December 12 and 15, 2023, with the final tally of votes determining that the Tentative Agreement was ratified by the local CSEA membership on December 15, 2023; and

WHEREAS, the County Manager and the County negotiating team recommend that the Board of Legislators approve and ratify the Tentative Agreement;

NOW, THEREFORE, BE IT RESOLVED as follows:

Section 1. The Lewis County Board of Legislators hereby ratifies the tentative agreement developed by the negotiating teams, and accepted by the CSEA Local 825 for the County's general employees unit by membership vote on December 15, 2023, and memorialized as the Tentative Agreement dated December 13, 2023.

Section 2. The Chairman, or the Vice-Chairman of the Board of Legislators be and the same is hereby authorized to make, execute, seal and deliver the final contract between the County of Lewis and the Civil Service Employee's Association (General Employees Unit) based upon the terms of the Tentative Agreement, for the period January 1, 2024 through December 31, 2026, upon such form as may be approved by the County Attorney.

Section 3. That a copy of the final executed collective bargaining agreement shall be filed in the Office of the Clerk of the Board of Legislators, with additional copies distributed to appropriate Department Heads and employees affected by same.

Section 4. That this resolution shall take effect immediately.

Moved by Legislator Osborne, seconded by Legislator Virkler, and adopted on the 21st day of December, 2023.

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ARTICLE I – RECOGNITION

Section 1.

“Lewis County recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Lewis County Local 825 as the exclusive representative for collective negotiations with respect to salaries, wages, hours, and all other terms and conditions of employment for all County employees, except as set forth hereafter.”

- A. Lewis County General Hospital Employees
- B. Sheriff Employees Unit
- C. Road Patrol Unit
- D. All employees in the Not Classified Section of the County Compensation Plan
 - Mental Health Services Coordinator
 - Paralegal
 - Personnel Assistant (HR)
 - Physician Public Health
 - Physician Social Services
 - Public Health Nurse Supervisor
 - Public Health Planner
 - Purchasing Director
 - Secretary to DSS Commissioner
 - Secretary to Asst County Attorney
 - Self-Insurance Administrator
 - Sr. Codes Enforcement Officer
 - Staff & Workforce Dev. Coordinator
 - Stop DWI Coordinator
 - Supervisor of Auto Equip. & Maint.
 - Supervisor Buildings and Grounds
 - Undersheriff
 - Youth Board Assistant
 - Youth Board Director
 - Administrative Assistant (HR)
 - Assistant County Attorney
 - Assistant District Attorney
 - Benefits Specialist
 - Confidential Sec to County Attorney
 - Coordinator Children Special Needs
 - Coroner
 - DA Investigator
 - Deputy Budget Officer
 - Deputy Clerk of Board
 - Deputy Coroner
 - Deputy County Clerk
 - Deputy County Treasurer
 - Deputy Director of Public Health
 - Deputy Elections Commissioner (2)
 - Deputy Highway Superintendent
 - Director of Community Services
 - Director of Economic Supports
 - Director of Fire & Emergency Mgmt
 - Director of Information Technology
 - Director of Office of Aging
 - Director of Planning
 - Director of Probation
 - Director of Public Health
 - Director of Rec, Forestry & Parks
 - Director of Social Services
 - Director of Solid Waste
 - Director of Veteran’s Services
 - Director of Weights and Measures
 - Fiscal Manager
 - Human Resources Specialist
 - Jail Physician
 - Junkyard Inspector

NOT CLASSIFIED-APPOINTED TERM ADMINISTRATIVE

Clerk of Board of Legislators
Commissioner of Social Services
County Attorney
County Manager
Director of Human Resources/Personnel Officer
Director of Real Property
Elections Commissioner (2)
Superintendent of Highways

NOT CLASSIFIED – ELECTED TERM

Chairman
County Clerk
County Treasurer
District Attorney
Legislators
Sheriff

- E. All employees enumerated from the personal services section of the Sheriff, Jail and Youth Aid Accounts
- F. The County retains all the rights and functions of management that it has by law, including the right to hire, layoff, assign, transfer, promote, discipline, discharge and suspend. Notwithstanding the above, the County will not change any past practice or benefit enjoyed by its employees covered by this Agreement unless mutually agreed upon by both parties.

Section 2.

Definition of employees as it pertains to contract and compensation. For the purpose of this collective bargaining agreement the term "employee" or "County employee" shall mean any employee of Lewis County covered by this collective bargaining agreement.

- A. Full Time Employee: This is an employee who is hired on a basis of their scheduled hours being 40 or 37.5 hours a week.
- B. Regular Part-Time Employee: This is an employee who is hired on a twelve-month basis with their scheduled hours being lesser than the regular full-time hours of 40 or 37.5 hours a week but whose hours are 50% or more of the standard work week of the position. This employee category will be entitled to health insurance and leave benefits.
- C. Variable Part-Time Employee: This is an employee who is hired on a twelve-month basis and who is not guaranteed half-time hours of the standard workweek of the department each week or whose schedule is not set and varies from week to week. This employee category is not eligible for health insurance or leave benefits, including but not limited to holidays.
- D. Temporary/Seasonal employee: This is an employee who is hired for a preset time as defined by Civil Service law. Employees hired on a temporary or seasonal basis will not be entitled to health insurance, leave benefits, or holidays except as noted below and

required by law. These employees will not be eligible for holiday pay in their first term of employment. Employees that return for consecutive temporary appointments within the same department or position will be eligible for holidays that falls within their term.

- E. Emergency help employee: This is an employee who is hired because of an emergency such as an Act of God, life and safety of the public in an emergency, etc.
- F. The CSEA President shall be notified of all future job creations.

ARTICLE II – GENERAL CONDITIONS

Section 1.

The Association agrees that it will not strike against the County nor assist or participate in any such strike, nor will it impose an obligation upon its members to conduct, assist, or participate in such a strike.

Section 2.

The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, and/or terms and conditions of employment because of race, creed, color, sex, national origin, age, disability, religion, citizenship, military status or veteran status, marital status, familial status, gender identity and expression, sexual orientation, status as a victim of domestic violence, predisposing genetic characteristics; or any other status protected by law, nor shall they limit, segregate or classify employees in any way to deprive any individual employee or engage in any other discriminatory acts prohibited by law. And further, there shall be no discrimination among employees by virtue of participation or non-participation in association affairs.

Section 3 – Dues Deductions

The Civil Service Employees Association, Inc. shall have exclusive rights to payroll deduction of dues for Union members covered by this Agreement which shall be remitted to the Civil Service Employees Association, Inc., P.O. Box 7125 Capitol Station, Albany, New York, 12224, on a payroll period basis. No other employee organization covered under Article I – Recognition shall be accorded any payroll deductions privilege without the express consent and written authorization of the Civil Service Employees Association, Inc.

Insurance premiums: The Civil Service Employees Association shall have exclusive rights to payroll deduction of union-sponsored insurance and benefit program premiums for employees covered by this Agreement.

The Employer agrees to submit to the Civil Service Employees Association, Inc. P.O. Box 7125 Capitol Station, Albany, New York, 12224, each payroll period, a list itemizing the deductions of each employee as they pertain to dues, union sponsored insurance and benefit program premiums to employees covered by this agreement.

The County is not to be held responsible for any inadvertent deductions either in whole or in part.

Section 4.

The Union is granted the right of using CSEA bulletin boards outside the view of the general public only for the following notices:

- A. Recreational and social affairs of the Association
- B. Association Meetings
- C. Association Elections
- D. Reports of Association Committees
- E. Rulings or Policies of the State Association

The posting of any other notice or communication shall require prior approval of the County or its designee.

Section 5.

All employees covered by this collective bargaining agreement may voluntarily pay a non-member or core fee payor amount to CSEA.

Section 6.

Access to employees: The union and its designated agents shall have the sole and exclusive right to access to members of the bargaining unit during working hours to administer this agreement and to explain Civil Service Employees Association sponsored benefits and programs during the term of this agreement.

The Employer recognizes the right of the union to designate stewards/grievance representatives. The union shall provide the County Manager/designee with a list of stewards, grievance reps and negotiation committee members within 10 business days after designation of members at CSEA's executive board meeting. The union will update that list whenever there is a change in those appointments and provide same to the County Manager/designee within 10 business days. Should an issue arise that requires immediate representation from a member not previously designated, CSEA will communicate the need in writing to the County Manager/designee.

1. The duties of Steward include but are not limited to:
 - a. Communicating with Workers
 - b. Organizing Workers Around Issues
 - c. Representing Workers in the Workplace
 - d. Educating Workers about CSEA Local 1000
2. The duties of the Grievance Representative include but are not limited to:
 - a. Representing bargaining unit employees in investigations/interrogations
 - b. Representing bargaining unit employees in investigation and filing of a grievance
 - c. Representing bargaining unit employees through the grievance procedure.
3. The Union has the right, for the purpose of collective negotiations, to appoint bargaining representatives from each Department within the County. Such bargaining

representatives shall be entitled to release time without loss of pay or leave credits for the purpose of any meetings involved with collective negotiations.

4. Bargaining unit employees who have been designated to represent members in grievances or adjustment of conditions and terms of this contract shall be permitted a reasonable amount of time free from regular duties to fulfill these obligations. No such designated member shall leave their regularly assigned work obligations without first obtaining approval of their Immediate Supervisor or Department Head. Employee will not receive loss in pay for such release time.
5. Such Association representatives shall also be permitted to appear at public hearings before the Board of Legislators upon the request of the employees.
6. Representatives time conducting union business outside their regular work hours shall not be paid by the County, unless otherwise approved by the Department Head.

Section 7. Information

The County of Lewis shall supply to CSEA copies of reports that the Union may request that are now produced by the present County information system as long as there is no infringement of the personal rights of the employee or the County. A copy of any such request will be copied to the County Attorney.

Section 8.

County will provide payroll deductions for any employee wishing to enroll in the New York State Deferred Compensation Plan.

ARTICLE III – EMPLOYEE SENIORITY & PROBATIONARY TERM

Section 1.

Employee's seniority shall be defined as meaning the length of continuous service from the last date of hire by the County. Except where otherwise provided by Civil Service Law, in making promotions, or transfers, the County shall consider the ability and qualifications, work performance and the seniority of the employees applying for the promotion.

Section 2.

Temporary Highway Employees who have not had a break in seasonal service shall have a seniority date as of date of first hire.

Section 3 – Probationary Employees

- A. All new employees are subject to a probationary period of at least eight (8) weeks but not more than fifty-two (52) weeks. Time spent as a provisional employee shall be counted toward an employee's probationary term upon receiving a permanent appointment in the same title meeting all requirements in accordance with NYS Civil Service Law. The employee's immediate supervisor shall notify the employee of their probationary period at the time of their initial employment. A newly promoted or

transferred employee is subject to a probationary period not less than eight weeks or more than twenty-six weeks.

- B. During the probationary period, the employee's performance is evaluated to determine whether continued employment in a specific position or with the County is appropriate. When an employee completes the probationary period, the employee will be notified of their new status with the County. If the conduct or performance of an employee during their period of probation is unsatisfactory, their employment may be terminated at any time without further recourse.
- C. When a permanent employee is promoted or transferred to a position in which they are required to serve a probationary term, the position thus vacated by him/her shall not be filled, except on a temporary or contingent permanent basis, during such probationary term. At any time during such probationary term the employee shall have the right to return to their previous position at their own election as provided by Civil Service Law. If the conduct or performance of the probationer is not satisfactory, they shall be restored to their former permanent position at the end of their probationary term.

Section 4.

The Rules for Classified Civil Service for Lewis County, including bumping and retreat rights, shall govern the layoff of any classified employees due to a reduction in service. In the event of a reduction in service for non-competitive and labor class, the employees with the least seniority by title in the department will be laid off first. Recall shall be in reverse order of layoff. Employees will be given two (2) weeks to return to work.

ARTICLE IV – HOURS OF WORK

Section 1 – Regular Full-time Employees

- A. Effective 1/1/2024, employees regularly scheduled to work 7 hours per day for 35 hours per week will shift to work 7.5 hours per day for 37.5 hours per week.
- B. For employees regularly scheduled to work 37.5 hours per week: 7.5 hours of work time per day for 5 consecutive days with a 30-minute unpaid lunch. Whenever possible the lunch period shall be scheduled at the middle of the shift.
- C. For employees regularly scheduled to work 40 hours per week: 8 hours of work time per day for 5 consecutive days with a 30-minute unpaid lunch. Whenever possible the lunch period shall be scheduled at the middle of the shift.
- D. Usual business hours for all county offices shall be 8:30a.m. to 4:30p.m. Monday through Friday. However, nothing in this agreement shall preclude the County from utilizing volunteer employees to work other than usual business hours due to the requirements of the county departments to meet the needs of the users of county services.

Section 2 – Solid Waste/Building and Grounds Employees

- A. Flex Time/Solid Waste – flex time is allowed within the Solid Waste Department during the hours of 6:00a.m. and 3:00p.m.

- B. Buildings and Grounds – 40 hours per week, 8 hours per day for 5 consecutive days, Monday through Friday. The schedule is dependent upon the position held.

Section 3 – Regular Full-time Highway Hourly Employees and Seasonal Highway and Recreation Trail Employees

- A. 40 hours per week, 8 hours per day for 5 consecutive days, Monday through Friday – 7:00a.m. to 3:30p.m.
- B. Summer hours shall be 6:00a.m. to 4:30p.m., Monday – Thursday, 10 hours per day, 40 hours per week.
- C. Summer hours for the period from the third Monday in April through the second Monday in October, the workweek will consist of four (4) consecutive days, Monday through Thursday. This is applicable only to County Highway and Recreation Trail employees, with the exception of office employees. Extension or reduction of the summer hours schedule shall be allowed by written mutual agreement by the County and CSEA, email or other written document accepted.
- D. When hourly Highway and Building Maintenance employees are called in emergencies, they shall receive one and one-half (1.5) hours of call pay in addition to their on-duty emergency hours, with the rate of pay being the same as their regular hourly rate including such overtime that they may be entitled in Section 4. Supervisor to do majority of dispatching as they presently do. The Sub-Paragraph D shall include one hour of call pay for employees at Solid Waste and the Maintenance Department for snow removal.

Section 4.

For all employees subject to this contract overtime will be paid at the rate of time and one-half the regular rate for all work performed in excess of eight (8) hours in any one day or over forty (40) hours in any one week. Vacation, sick leave, personal leave and holidays will be considered as time worked for the computation of overtime. For those employees whose normal work week as outlined in Section 1 above is less than eight (8) hours per day or forty (40) hours per week, straight time will be paid for all work performed in excess of the normal hours up to and including eight hours per day or forty hours per week. Highway and recreation trail employees on a ten (10) hour schedule from the third Monday in April through the second Monday in October shall receive time and one-half only after ten (10) hours a day or forty hours per week has been exceeded. Article IV, Section 1. C. may be utilized by the County.

Section 5.

All overtime worked beyond the normal schedule working hours shall be paid unless compensatory time off is approved by the Department Head. Compensatory time may be accrued up to a maximum of 40 hours. Compensatory time may be earned and used in one-quarter (.25) hour increments. Further, compensatory time must be used prior to leaving service.

Section 6.

Nothing in the foregoing shall preclude the right of the Department Head to schedule work hours in addition to normal schedule in the event of any emergency situation or where the workload becomes unduly heavy. However, employees required to work such additional hours will be given one week notice, whenever possible, and are to be compensated for such additional time as provided for under the existing regulations of this contract.

Section 7.

The normal hours of work may be waived in case of an extreme emergency, when declared by the Chairman of the Board of Legislators or by the County Manager.

Section 8.

Altered Work Schedule

The parties agree to discuss the concept of a procedure to implement possible altered and/or summer hour work schedules in the Labor Management Committee.

ARTICLE V – LEAVE

Section 1 – Sick Leave

Regular full-time and regular part-time employees are eligible for Sick Leave as follows:

- A. Sick leave shall be credited as follows:
 1. Employees hired prior to 7/1/88 shall receive one and one half (1 ½) working days per month.
 2. Employees hired after 7/1/88 shall receive 1 working day per month.
- B. An employee who is absent on sick leave shall report their absence to their supervisor at the earliest possible time with the reason for their absence.
- C. Approval of sick leave shall be at the discretion of the Supervisor and/or Department Head.
- D. The Department Head may require a physician's certificate for any absence for any reason of illness or may require an examination by a physician in an instance of extended sick leave.
- E. Any unused sick leave shall be accumulated up to 180 days, based upon the employees' regular work schedule.
- F. Abuse of sick leave privileges shall be sufficient cause for disciplinary action.
- G. In addition to personal illness of the employee, the following types of absence, when approved by the Department Head, may be charged against accumulated sick leave credits:
 1. Illness to the immediate family
 - a) Illness is defined as an illness or health condition that renders the individual unable to adequately care for their health needs and therefore requires the attendance of the employee for assistance.

- b) Immediate family shall include, spouse, significant other/ domestic partner, mother, father, brother, sister, child, grandchild, grandparents. The intent of this language is to include immediate family of employee, spouse, significant other/domestic partner either natural, legal and step-family.
 - 2. Personal or dependent child's visit to doctor or dentist.
 - a) Except in unusual situations, at least 24-hour advance notification to the employee's supervisor will be provided. Time allowed for such appointments will be based on the location of the physician's or dentist's office, travel time if necessary, and emergency situations.
 - b) The Department Head may request that the employee provide documentation of such appointment.
- H. The total number of days of sick leave due to family illness shall not exceed 50% of an employees accrued leave at the time of the occurrence with a maximum of four (4) weeks allowed.
- I. Sick leave pay is not allowed for absence from duty on account of illness or injury purposely inflicted or caused by willful misconduct.
- J. Any employee who fraudulently reports illness in order to secure the benefit of sick leave will be subject to discharge from the County service.

Section 2 – Maternity/Paternity Leave

Regular Full-Time and Regular Part-Time employees are entitled a maternity/paternity leave of absence without pay as follows:

- A. The employee shall submit a written notification to their immediate supervisor at least eight (8) weeks prior to their anticipated departure which states the probable duration of such leave barring any extenuating circumstances. Such leave shall be granted for a period of not more than twelve (12) months and shall run concurrent with FMLA.
- B. For any portion of leave of absence for maternity/paternity purposes such employee shall be permitted to charge all leave credit.
- C. Upon return from maternity leave of absence the employee shall submit to the Department Head a physician's statement attesting to the employee's recovery and physical fitness to perform her assignment.
- D. Maternity/paternity leave shall also apply to adoptive parents. The entitlement to leave, due to adoption would commence when the child is placed in the home of the adoptive parents.

Section 3 – Vacation Leave

Regular Full-Time employees are eligible and can accrue for Vacation leave as follows:

0 through 5 years of service:	.0460 per hour up to 12 days per year
6 through 10 years of service:	.0575 per hour up to 15 days per year
11 through 15 years of service:	.0690 per hour up to 18 days per year
16 or more years	.0805 per hour up to 21 days per year

Regular Part-Time employees will be eligible and accrue for vacation leave based on the above scheduled rates and hours worked.

- A. Accumulated vacation time will be permitted up to maximum of 30 days which equals 225 hours for 37.5 hours a week full-time employees and 240 hours for 40 hours a week full-time employee. The maximum accumulated vacation time permitted for those part-time employees defined in Article 1 under these rules governing vacation shall be the equivalent of 12 full-time days, which equals 90 hours for 7.5 hours/day (37.5 hours per week) employees and 96 hours for 8 hours/day (40 hours per week) employees. However, the County will only compensate the employee for 25 days when the employee separates from service, 187.5 hours maximum for 37.5 hours a week full-time employees and 200 hours maximum for 40 hours a week full-time employee.
- B. Vacation credits may be used in a lump sum of the total credits earned as of the beginning date of a vacation, or in separate hours of no less than one-quarter (.25) hours, as the employee chooses, upon the approval of the Department Head.
- C. Legal holidays are not chargeable against sick leave or vacation credits.
- D. Upon the termination of employment by an employee, either by resignation or retirement, and when at least two (2) weeks notice is given by such employee of intended resignation/retirement, any unused vacation leave credits are to be compensated at the employee's regular rate of pay. In the event of a resignation, unscheduled vacation days shall not be permitted without approval of the Department Head.
- E. Employees who worked part-time before going on full-time are to be granted pro-rated time for years of service. To qualify, the employee must have worked part-time during the immediate year preceding full-time status.
- F. Substitution of vacation with sick leave, once vacation has been used will not be allowed.

Section 4 – Personal Leave

Regular full-time and regular part-time employees are eligible for Personal Leave as follows:

- A. Personal leave shall be accumulated as of January 1 and may be used in quarter hour increments:
 - 40 hours employee – 5 days – 40 hours/year
 - 37.5 hour employee – 5 days – 37.5 hours/year
- B. Regular part-time employees personal leave time shall be prorated based upon their percentage of scheduled hours up to a maximum of 5 days per year.
- C. No other reason than “personal” is to be given when requesting personal leave.
- D. Except in an emergency situation, at least 24 hours advance notification must be given when requesting personal leave.
- E. Employees must receive Department Head/Supervisor approval.
- F. Only one (1) day of personal leave may be carried from one calendar year to the successive year. Part-time employees will receive the equivalent of one of their workdays.

G. Upon the termination of an employee, either by resignation or retirement, and when at least two (2) weeks notice is given by such employee of their intended resignation/retirement, any unused personal leave credits are to be compensated at the employee's regular rate of pay. In the event of a resignation, unscheduled personal days shall not be permitted without approval of the Department Head.

H. Personal leave for new employees shall be prorated as follows:

Employment Date: 1/1 – 3/31	5 days
4/1 – 6/30	4 days
7/1 – 9/30	3 days
10/1 – 11/30	1 day
12/1 – 12/31	0 days

Section 5 – Holiday Leave

A. Employees who in the judgement of the Department Head can be spared without interfering with the operation of the Department will be allowed time off with pay to observe the following holidays:

New Year's Day	Columbus Day
Martin Luther King Jr. Day	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Juneteenth	Christmas Eve (half day, afternoon)
Independence Day	Christmas Day
Labor Day	

B. County offices will be open on Lincoln's Birthday; however, one floating holiday (1 day) may be taken from Lincoln's Birthday to the end of the calendar year, providing that the employee was on the payroll by Lincoln's Birthday, February 12. For accrual of this benefit employees will be credited with their standard workday hours (7.5 or 8 hours for full time employees). Use of the floating holiday cannot be split into increments.

C. County offices will be closed the afternoon of Christmas Eve. Employees will receive holiday leave (3.75 or 4 hours) for the second half of their shift. If Christmas Day falls on a Saturday, the observed days will be Thursday afternoon and Friday. If Christmas Day falls on a Sunday or Monday, the observed days will be Friday afternoon and Monday.

D. Holidays which fall on a Sunday will be observed on the following Monday. If the holiday falls on a Saturday, the holiday will be observed on the preceding Friday.

E. To qualify for holiday pay, an employee must be in a "pay" status (working or on an approved paid leave) on their regularly scheduled shift immediately preceding and succeeding the holiday.

F. Regular part-time employees will receive holiday pay if such day is a regularly scheduled day of work. Regular part-time employees must be in a "pay" status (working or on an approved paid leave) on their scheduled workday before and after the holiday to receive holiday pay.

Section 6 – Funeral Leave

Regular full-time and regular part-time employees are eligible for Funeral Leave as follows:

- A. Employees will be granted paid time off up to five (5) scheduled working days per instance of death for the natural, legal, or step; mother, father, child, or the death of a spouse or significant other/domestic partner as defined by the New York State Health Insurance statute.
- B. Employees will be granted paid time off up to three (3) working days per instance of death for the natural, legal, or step; brother, sister, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, or son-in-law.
- C. One (1) day for death of aunt, uncle, niece, nephew of employee, employee's spouse or significant other, and employee's brother-in-law and/or sister-in-law.
- D. In instances where the scheduling of the service is delayed, one or more of the leave days may be deferred. This provision is intended to cover the grieving process, attendance at a funeral home, services, spring burial, etc. and may include the day after the funeral. This time shall not be deducted from accumulated sick leave.
- E. If additional time is requested, accrued vacation and personal time must be approved prior to sick leave.

Section 7 – Military Leave

The County shall comply with the requirements of the Uniformed Services Employment and Re-Employment Act Rights Act of 1994, as amended, and the New York Military Law.

Section 8 – Jury Duty/Witness Subpoena

- A. On proof of necessity of jury service or attending court pursuant to subpoena or other order of the court, an employee shall be granted leave of absence with pay, by the Department Head. In the event of jury service by the employee, they shall receive regular pay only, and shall not receive in addition to this the per day amount allowed for jury service.
- B. The employee shall notify the Department Head at least two (2) weeks in advance of the day such duty is to commence (or as soon as the employee receives notice of such if received by the employee less than two (2) weeks in advance of commencement).
- C. The employee shall provide written proof of service for each day so served.

Section 9.

That those hospital employees, part-time or full-time who accept employment in another bargaining unit within Lewis County Government shall transfer as follows:

- A. No vacation hours or personal time will be transferred-vacation benefit and personal time must be used or paid before transfer date.
- B. All sick leave accrued may be transferred.
- C. The date used for benefit time accrual credits will be the date of full-time permanent appointment at the Hospital or other County Government.

Section 10 – CSEA Leave

Properly designated members of the Association shall be permitted to attend Statewide Association conventions and duly constituted Association Committee Meetings, without charge to leave time, upon the following conditions:

- A. No more than five (5) employees may attend a statewide convention in a given calendar year.
- B. An employee attending a statewide convention shall be entitled to a maximum of three (3) consecutive days with pay.
- C. No more than two (2) employees may attend a duly constituted Association Committee Meeting in a given calendar year.
- D. An employee attending a duly constituted Association Committee Meeting shall be entitled to attend, not to exceed three (3) days in a calendar year.
- E. The granting of leave for attendance above shall be at the discretion of the Department Head, with such leave being given only when the absence of the affected employee will not interfere with the operation of their department.
- F. One (1) CSEA Board of Directors member (1 for entire Lewis County Government regardless of Department, section, or area where working) shall be allowed a maximum of 12 days a year for CSEA Board of Director’s meetings.

Section 11 - Other Leave Regulations

- A. Where an employee receives compensation under the Worker’s Compensation Law on account of a compensable injury, they shall not be eligible for sick leave payments.
- B. An employee isolated or quarantined because of exposure to a communicable disease shall, for the purpose of this regulation, be considered absent because of sickness and may be granted sick leave with pay during such isolation or quarantine to the extent of their accumulated and unused sick leave time.
- C. A permanent full-time or regular part-time employee may, at the discretion of the Department Head and County Manager, be granted leave of absence without pay for a period not exceeding one year.
- D. Under New York State Law the County is required to provide leave time for employees to participate in blood drives and cancer screenings. County employees, covered by this agreement, will be given excused leave, not to exceed four hours on an annual basis to be screened for cancer of any kind. Furthermore, County employees will be given time to attend the County sponsored blood drives without charge to leave accruals.

ARTICLE VI – COMPENSATION

Section 1. All employees under this contract shall receive compensation as provided by Appendix A, Schedule A and B for 2024, 2025, and 2026.

January 1, 2024 – 3% Added to base.

January 1, 2025 – 3% Added to base.

January 1, 2026 – 3% Added to base.

Effective January 1, 2024 there will be 35 position titles reallocated. These grade adjustments are provided in Appendix B, Reallocations.

Section 2. All County employees shall be paid the Internal Revenue Service rate per mile for actual miles driven when using their private owned vehicles on official County business provided that any such use has been approved by the employee’s Department Head.

Section 3 – Providing for Longevity Benefits for Full-Time County Employees

A. All full-time employees subject to this contract who have rendered full-time and uninterrupted service for the County of Lewis, shall, in addition to the regular compensation schedule, be entitled to an additional increment or increments of \$500 annually effective January 1, effective on the first day of the fiscal year following the completion of 7, 10, 15, 20, 25, 30, and 35th years of service. If an employee has worked full-time and continuous for at least the last six months of their first year, it shall be deemed for the purposes of this section as one complete year.

Years of Service	Longevity Amount
8-10 years	\$500
11-15 years	\$1,000
16-20 years	\$1,500
21-25 years	\$2,000
26-30 years	\$2,500
31-35 years	\$3,000
36+ years	\$3,500

- B. Service for each employee shall be determined and certified as correct by the County Treasurer from the individual payroll records in their office.
- C. The total of such increment or increments as determined by the above process shall be divided by the number of employee’s normal annual hourly work schedule and included in the regular hourly rate of pay.
- D. Overtime payments, if allowed, or extra duty payments, if allowed, shall be computed on the regular compensation schedule and will include longevity increments.
- E. Vacation time, sick leave time, leaves of absence without pay, approved by the Department Head or County Manager shall not be considered as interrupted service for the purpose of this section.
- F. If any employee is listed and compensated as part-time in one department and also part-time in another department but the combined part-time service constitutes what would be a full-time position; they shall be considered full-time for the purposes of this section.
- G. The County Treasurer shall annually file with the Director of Human Resources, a list of employees who qualify for longevity and their years of completed service.
- H. If the beginning of the pay period before and the beginning of the pay period after any given January 1st date shall be equal, then the longevity compensation shall be computed on the earliest of the two dates.

Section 4 – Date of Entitlement to Salary Increase

The increase in compensation for any employee covered by this contract shall be added to the compensation of the employee at the beginning of that payroll period closest to the effective date of such increase, or at the beginning of the earlier of two (2) payroll periods of which are nearest but equally near to the effective date of such increases as provided in this contract. In determining the compensation of an employee's change of status, the effective date of status and compensation change will be the same.

Section 5 – Annual Increments (Steps)

Each employee shall be entitled to an annual increment up to the maximum step in which their position is allocated only if the increment is recommended by the Department Head. The increment can take effect only on the first day of January. An employee must work six (6) months before they are entitled to an increment.

The incremental steps are intended to be not only a recognition for continued service, but also reward for merit.

If an employee receives an unsatisfactory rating and consequently is not granted an increment step, then the employee will have the right to grieve the unsatisfactory rating through the grievance procedure.

Section 6 – New Appointees

- A. A new employee appointed to such a position in a class shall be paid the minimum rate of pay for that class, except New York State licensed, registered, or certified health care employees. Those employees have their previous work experience recognized so that they may be placed above the minimum step for the job. Experience will be recognized upon hire with the formula of two years of applicable full-time experience as determined by the Human Resources Director and Department Head will equal one step above the minimum. This language will apply to any full-time, part-time or temporary New York State licensed, registered or certified health care employee. The placement of new professional employees will not be subject to the grievance and arbitration procedure.
- B. New hire competitive class employees who transfer from another governmental jurisdiction to the County to the same job may have their previous work experience recognized so that they may be placed above the minimum step for the job. Experience will be recognized upon hire with the formula that two years of applicable full-time experience as determined by the Human Resources Director and Department Head will equal one step above the minimum, not to exceed step 3 on the schedule. These hires will not be placed in a pay rate higher than any current employee with the same amount of experience in the same title.

Section 7 – Promotion

When an employee is promoted to a position in a higher class, their salary shall be increased to the minimum rate for that higher class. If an employee is promoted to such a position in a higher class and the minimum salary is equal to or lower than the rate of compensation

currently received, the employee shall be paid the salary which corresponds to the next higher step within the salary range. The same rules apply, however, in that they must work in this new position six (6) months before they are entitled to an additional increment, but shall never be paid less than the wages the employee would have been paid had they stayed in the original position.

Highway laborers that serve twelve (12) consecutive months and receive a successful evaluation by the Superintendent of Highways shall be promoted to a MEO-Light position, provided, however, they are capable of performing the work and meet the minimum qualifications in the MEO-Light position.

Section 8 – Temporary or Provisional Appointments

An employee who has been continually employed under a temporary or provisional appointment shall, upon an appointment on a permanent basis to the same position, be credited with the length of time served as a provisional or temporary employee in determining the compensation level for this position.

Section 9 – Administrative Salary Adjustment

The service of each employee shall be reviewed annually by the Department Head for the purpose of determining which employees shall be recommended for salary increases within the range for the class to which their positions have been allocated. All of the personnel records, tardiness, etc. shall be considered in making these recommendations, and a list of those employees entitled to increments shall be submitted with the annual budget requests for the presentation to the County Officers and Employees' Committee of the Board of Legislators. Employees appointed, promoted or reinstated in excess of six (6) months prior to the beginning of the fiscal year shall be eligible for an annual increment.

Section 10 – Temporary Assignment to a Higher Grade Position

Employees assigned temporarily to a higher grade position and performing 50% or more of the new duties for a period in excess of ten (10) consecutive work days shall receive the minimum pay of the higher grade position, unless their present rate of pay exceeds such minimum. In which case, the employee shall be compensated in accordance with the rules on promotion. Such pay shall be for all time so worked from the first day in the higher grade position.

Section 11 – Job Vacancies

Ten (10) days' notice of job vacancies are to be posted in all County Buildings.

ARTICLE VII – ON-CALL WORKERS

Section 1. Employees eligible for on-call shall receive \$3.00 per hour for being on-call over their scheduled working hours. Employees shall receive \$4.50 per hour for on-call hours during the following holidays: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Section 2. On-call employees called out to work will receive a minimum of two (2) hour compensation.

Section 3. Employees assigned to work on-call on weekends shall be allowed the option of choosing to work a full seven and a half (7.5) hour day on Saturday or Sunday. Any employee working a full seven and a half (7.5) hour day shall have the option of receiving pay or one day compensatory time. The compensatory day shall be arranged and approved by the employee and immediate supervisor and will be based on agency need.

Section 4. On-call employees and Supervisors who are required to perform County business by telephone but are not required to leave their homes will be paid for telephone time rounded to the nearest one-quarter (1/4) hour (15 minutes).

ARTICLE VIII – HIGHWAY/SOLID WASTE/MAINTENANCE/RECREATION UNIFORMS

Section 1.

County will provide uniforms consisting of eleven (11) shirts and eleven (11) pairs of pants for all Solid Waste employees and for the mechanics at the Highway Department. The County will also be responsible for the cleaning of these uniforms.

Section 2.

County will provide two (2) pair of coveralls for all other Highway employees, as needed upon approval of Supervisor. The County will be responsible for the cleaning of these coveralls.

Section 3.

The County shall provide work uniforms for Maintenance employees. Uniforms shall consist of pants, shirts, and jacket. Uniforms will be worn during all duty hours, and the County will maintain the uniforms.

Section 4.

The County shall provide for Highway, Solid Waste, Maintenance and Recreation Employees: gloves (on return of worn out pair) and work shoes (maximum of \$200 per year, upon proof of purchase), jacket/coat/hooded sweatshirt with proper safety markings; maximum of 1 every 2 years, to be purchased by and at the discretion of the Department Head.

To qualify for reimbursement for work shoes, the work shoes must meet or exceed one of the following standards:

1. ASTM F-2413-2005. “Standard Specification for Performance Requirements for Protective Footwear”: or
2. ANSI Z41, “American National Standard for Personal Protection – Protection Footwear”.

All County Highway employees shall receive four (4) safety colored work shirts annually prior to the third week in April.

ARTICLE IX – HEALTH PLAN

Section 1.

The County shall provide the Excellus Blue PPO, Simply Blue PPO (Hybrid) and Simply Blue HDHP, or plans providing basically equivalent or better coverage, for all unit employees who qualify as full-time employees; or any other voluntary health plan the County may offer.

Eligible new hires hired on or after January 1, 2024, may only participate in the County sponsored plans known as the Simply Blue PPO (Hybrid) and Simply Blue HDHP or any other voluntary health plan the County may offer. The Simply Blue HDHP shall be offered with a Health Savings Account (HSA) with contributions made by Lewis County in accordance with the provisions set forth in a separate MOU.

The Excellus Blue PPO will continue to be available for enrollment, or re-enrollment, only for those employees hired by the County or the Health System prior to January 1, 2024 and who remain continuously employed by the County. Should an employee transfer directly from the Health System to the County or vice versa without a break in service, they will retain the ability to enroll, or re-enroll, in the Excellus Blue PPO plan. Any other break in service from the County will sever the right to participate in the Excellus Blue PPO plan.

Section 2.

Eligible bargaining unit employees shall contribute towards their health insurance premium or premium equivalent as follows:

- 2024 – 25% of their health insurance premium
- 2025 – 25% of their health insurance premium
- 2026 – 25% of their health insurance premium

Section 3.

Employees shall be entitled to health insurance coverage in retirement under the following conditions:

- a. For employees hired prior to January 1, 1991, as of July 1, 2003, the County shall pay one hundred percent (100%) of the single rate and the employee shall pay one hundred thirty-seven dollars and twenty-two cents (\$137.22) times the percentage increases year over year per month toward the dependent's rate. The retiree dependent cost shall be adjusted accordingly by the same percentage change to the cost of the dependent coverage as billed, with the County paying the balance.
- b. For all employees hired after January 1, 1991, but prior to June 1, 2012, employees must have at least ten (10) years of full-time continuous service with Lewis County and retire from said County to continue health insurance coverage in retirement. Contribution rates for retirees shall follow the contract for active employees.
- c. For employees hired on or after June 1, 2012, employees must have at least fifteen (15) years of full-time continuous service with Lewis County and retire from said county to continue health insurance coverage in retirement. Contribution rates for retirees with fifteen (15) years but less than twenty (20) years of service shall be 50% of the then current health insurance premium. For employees hired on or after June 1, 2012, with

twenty (20) or more years of full-time continuous service with Lewis County at the time of their retirement, the contribution rates for retirees shall follow the contract for active employees.

Section 4 – Continuation of Coverage

While on approved workers compensation leave, employees participating in the health plan will continue coverage for up to one year provided they continue to pay their share of the premium as outlined in the health plan document.

Section 5.

The County has the right to change to a health care plan providing basically equivalent or better coverage with existing eligibility rules if CSEA does not object to any such change within sixty (60) calendar days.

Section 6.

Employees choosing to opt out, will be paid \$2,000 on an annual basis, being broken down into payments of \$500 every quarter. These quarters shall consist of Dec.-Feb., March-May, June-Aug. and Sept.-Nov., and payments shall be post-paid. The employee may opt out (for payment purposes) only on June 1st or December 1st of each year. Rejoining may only take place on the re-opening dates of June 1st and December 1st. The employee may return to the plan under conditions set by the health insurance plan document and based on the original date of hire.

Section 7.

Flexible Spending Account/FSA shall be implemented/offered to all union employees.

Section 8.

The County's Health Plan offers a vision benefit to all employees. CSEA offers a voluntary vision plan through the CSEA Employee Benefit Fund ("EBF"). The premiums associated with the EBF vision plan shall be the responsibility of the employee. CSEA agrees, on behalf of its members, that the annual premiums for the EBF vision plan shall be deducted in equal monthly installments from the payroll for each participating employee. For specific plan information contact the Treasurer's Department or your local CSEA representative.

Section 9.

The Health Insurance Study Committee shall be comprised of two members from this unit and up to two staff representatives from CSEA and four members representing the County. The purpose of this Study Committee will be to study plan design and cost containment strategies (current plans and potential alternative plans) with the objective of providing comprehensive health care options to employees. This Committee does not guarantee that lower premium rates will be made available to employees.

Recommendations of the Study Committee may be adopted at any time during the term of this collective bargaining agreement, after mutual agreement of CSEA and the County and subsequent ratification of CSEA membership and the Lewis County Board of Legislators.

ARTICLE X – DENTAL PLAN

Section 1.

The County agrees to continue to administer dependent coverage under the CSEA Employee Benefit Fund Dental Plan for all employees in the bargaining unit.

Section 2.

Employees with a hire date of 1/1/91 and before 5/6/97 shall pay 25% of individual and/or dependent, or composite rate of dental insurance as agreed to between the County and Union.

Section 3.

Employees hired on or after 5/6/97 shall pay 35% of individual and/or dependent, or composite rate of dental insurance as agreed to between the County and Union.

Section 4.

The County has the right to change to a dental plan providing, basically equivalent or better coverage with existing eligibility rules if CSEA does not object to any such changes within sixty (60) calendar days.

ARTICLE XI – RETIREMENT

The County shall provide the New York State Retirement Plan with coverage under the Retirement and Social Security Law Section 75i (Non-Contributory 25 Year Career Plan); Section 41j (Unused Sick Service Credit Upon Retirement); Section 41k (Purchasing of Service Credit for World War II); Section 43 (Transfer Credits From Other State or Subdivision Retirement Plan); Section 60b (Guaranteed Minimum Death Benefit of Three Times Annual Rate of Pay Limited to \$20,000); and also provided by Section 243 of Military Law (Credit for Past Military Leave) or such other coverage as mandated on employee and employer by New York State Retirement and Social Security Law, Rules and Regulations. Full-time employees must belong to the NYS Retirement System. All other employees may participate if they so choose.

ARTICLE XII – GRIEVANCE

Grievance procedures as contained in the following grievance procedure shall be available to all employees.

Section 1 – Declaration of Policy

In order to establish a more harmonious and cooperative relationship between the County and the employees covered by this agreement, it is hereby declared for the purpose of this article to provide for the settlement of certain differences between the County's employees and the County through procedures under which employees may present grievances, free from coercion, interference, restraint, discrimination, or reprisal. The grievance under this article shall provide the right to be represented at any and all stages if the employee so chooses. The provisions of this article shall be liberally construed for the accomplishment of this purpose.

Section 2 – Definitions

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

- A. “County” or “Employer” shall mean the County of Lewis.
- B. “Employee” shall mean any person covered by this collective bargaining agreement.
- C. “Immediate Supervisor” shall mean the employee on the next higher level of authority above the employee in the Department wherein the grievance exists and who normally assigns and supervises the employee’s work and approves their time record or evaluates their work performance.
- D. “Grievance” shall mean any claimed violation, misinterpretation or inequitable application of the articles or sections of this contract.
- E. The word “days” shall mean all days other than Saturdays, Sundays, and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms hereof.

Section 3 – Basic Standards and Principles

- A. It shall be the responsibility of the department or agency of County government to take such steps as may be necessary to give effect to the provisions of this article.
- B. The informal resolution of differences prior to initiation of action under the formal grievance procedure is to be encouraged.

Section 4 – Grievances and Procedural Requirements

- A. Step 1- Presentation to Supervisor

Informal Resolution of Disputes. Before any dispute may be submitted to this grievance procedure, the employee shall attempt to resolve the dispute by discussing the dispute with the employee’s immediate supervisor. That supervisor shall take whatever steps that supervisor feels necessary to investigate the dispute but must, in all cases, respond to the employee within five (5) days of the initial discussion. CSEA has the right to fill class action grievances on behalf of the employees.

- B. Step 2- Presentation of Grievance to Department Head

An employee who cannot informally resolve a dispute with their immediate supervisor shall present a written grievance to their Department Head within seven (7) days after the immediate supervisor’s response. CSEA shall provide a copy of the grievance to the County Manager or their designee and the Human Resources Director. The grievance shall contain a statement to the specific nature of the grievance, the facts related to it, and the provisions of the collective bargaining agreement claimed to be violated. Either the employee or the Department Head may request a meeting to discuss the grievance, in which case, the other party shall attend any such requested meeting.

C. Decision of Grievance by Department Head

Within ten (10) days after presentation of the grievance to him/her, the Department Head, or their nominee, shall make their decision and communicate the same to the employee presenting the grievance, and to the employee's representative, if any. The Department Head shall provide a copy of the decision to the County Manager, Human Resource Director or designee.

D. Step 3- Presentation to County Manager

Should the Department Head's decision not be acceptable to CSEA, CSEA may appeal that decision to the County Manager or their designee, in writing, within ten (10) days after receipt of the Department Head's decision. Either CSEA or the County may request a meeting to discuss the grievance, in which case, the other parties shall attend any such requested meeting.

E. Decision of Grievance by County Manager

Within ten (10) days after presentation of the grievance to the County Manager or their designee, the County Manager or their designee shall make their decision and communicate the same to the employee presenting the grievance, and to the employee's representative, if any. The County Manager shall provide a copy of the decision to the Human Resources Director or designee.

Section 5 – Arbitration

Should the County Manager's decision not be acceptable to CSEA, CSEA shall have the right, within thirty (30) days of the decision, to proceed to binding arbitration as conducted by PERB, the Public Employment Relations Board. The cost of the proceeding shall be shared jointly by the County and CSEA.

Section 6 – Waiver of Extension of Time, Time for Discussion, and Hearings:

- A. The time limitations for presentation and resolution of grievances, as hereinafter fixed, may be waived or extended by written mutual agreement of the parties involved.
- B. All discussions and hearings between an employee, their immediate supervisor and Department Head shall, so far as practicable, be conducted during regular working hours.

ARTICLE XIII – DISCHARGE AND DISCIPLINE

Section 1 – Removal or Disciplinary Action

Removal or disciplinary action shall be in accordance with Section 75 of the Civil Service Law and shall apply only to persons holding a position of permanent appointment in the competitive class of the classified Civil Service Section of the County of Lewis. A person against whom removal or disciplinary action is proposed shall have written notice thereof and of the reasons

therefore, shall be furnished a copy of the charges preferred against him/her and shall be allowed at least eight (8) days for answering the same in writing. The hearing upon such charges shall be held by the officer or body having the power to remove the person against whom such charges are preferred, or by a deputy, or other employee of such officer or body designated in writing for that purpose. In case a deputy or other employee is so designated, they shall, for the purposes of such hearing, be vested with all the powers of such officer or body and shall make a record of such hearing which shall, with their recommendations, be referred to such officer or body for review and decision. The person or persons holding such hearing shall, upon the request of the person against whom charges are preferred, permit him/her to be represented by counsel, and shall allow him/her to summon witnesses in their behalf. The burden of proving incompetence or misconduct shall be upon the person alleging the same. Compliance with technical rules of evidence shall not be required.

Other subdivisions of Section 75 of the Civil Service Law shall also apply.

Section 2 – Discharge and Discipline

- A. The County shall have the right to discharge or to otherwise discipline an employee for just cause.
- B. Procedures
 - 1. Within five (5) work days after the discipline of an employee covered by this agreement (or sooner if practicable), the County will provide the disciplined employee, the Department's Union Steward, and the Union President, with a written statement of the reason for which the discipline was imposed. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure (including the arbitration step if necessary). If such employee is covered by the Section 75 of the Civil Service Law, it may be processed either by the grievance and arbitration procedure or by a hearing as provided by said section of Civil Service Law, as such employee may elect. The election of either procedure precludes the use of the other.
 - 2. Such employee must indicate in writing to the Department Head within five (5) work days of notification that disciplinary action is being imposed, that they elect to exercise their rights under the grievance and arbitration procedure or option as provided will automatically foreclose use of the grievance and arbitration procedure.
- C. Corrective Action and Discipline

Bargaining unit employees may be subject to progressive discipline. That is, management may take action in response to a rule infraction or violation of standards which typically follows a pattern increasing in seriousness until the infraction or violation is corrected. The usual sequence of corrective actions and discipline includes a Counseling Memorandum, a verbal warning, a written warning, a second written warning, and suspension or termination of employment.

1st Step – Counseling Memorandum

Whenever an employee's conduct or performance is in need of correction an employee's supervisor may address the matter through a Counseling Memorandum. The purpose of a Counseling Memorandum is to educate or re-educate an employee on the type of conduct or level of performance that is necessary in order to fulfill job expectations. A Counseling Memorandum shall not be considered discipline. Members may write a rebuttal to any Counseling Memorandum to be included in their file.

2nd Step – Verbal Warning

In the event that (a) an employee's conduct fails to comply with the policies or procedures of the Department or (b) an employee has failed to correct conduct identified in a Counseling Memorandum, the employee may be subject to disciplinary action in the form of a verbal warning. The verbal warning shall describe the reason for issuing the warning as well as the conduct that must be corrected.

3rd Step – Written Warning

In the event that (a) an employee's conduct fails to comply with the policies or procedures of the Department or (b) an employee has failed to correct conduct identified in a verbal warning, the employee may be subject to disciplinary action in the form of a written warning. The written warning shall describe the reason for issuing the warning as well as the conduct that must be corrected.

4th Step – Second Written Warning

In the event that (a) an employee's conduct fails to comply with the policies or procedures of the Department or (b) an employee has failed to correct conduct identified in a written warning, the employee may be subject to further disciplinary action in the form of a second written warning. The second written warning shall describe the reason for issuing the warning as well as the conduct that must be corrected.

5th Step – Employee Suspension or Termination

The County may suspend or terminate an employee for just cause. If an employee has failed to correct conduct identified in a second written warning, the employee may be subject to further disciplinary action up to and including suspension and/or termination from employment.

Notwithstanding the above progressive process, management reserves the right to determine which corrective action or discipline up to and including termination may be appropriate to be imposed initially, taking into consideration the seriousness of the infraction, the circumstances surrounding the matter, and the employee's previous record.

ARTICLE XIV – LABOR-MANAGEMENT COMMITTEE

Section 1.

The County and the Union agree to establish a joint Labor-Management Committee with the express purpose of fostering a harmonious relationship between the parties, providing communication and discussion for attempted resolution of employment problems between administrators and employees and misunderstandings arising out of the overall working environment. Additionally, the joint Labor-Management Committee shall explore areas of discussion where cooperative efforts might prove mutually beneficial.

Section 2.

The Labor-Management Committee shall consist of no more than three (3) representatives from each party. Each party has the right to select their respective representatives and will notify the other party at the beginning of each year of the identity of the individuals who will represent them in the Labor-Management Committee. Both parties agree to recognize the representatives of the Labor-Management Committee, and none others, as having the authority to negotiate the issues raised in that Committee for resolution.

Section 3.

There shall be regularly scheduled bi-monthly meetings of this committee, or as needed. All advisory recommendations of the joint Labor-Management Committee shall be communicated to the Union President and to the Chairman of the Board of Legislator. The committee has the right to request the participation of concerned parties.

Section 4 – Sick Leave Bank

There shall be established a voluntary Sick Leave Bank to be administered by the Labor-Management Committee to provide additional sick leave for prolonged and unplanned illnesses of its members. The Labor-Management Committee shall develop rules and regulations of the operation of the sick leave bank jointly presented for approval by the Board of Legislators.

Section 5 – Reallocation

- A. The Labor-Management Committee will re-evaluate up to two (2) positions during a twelve (12) month calendar period.
- B. Requests for reallocation can be accepted from the president of CSEA.
- C. Recommendations will be presented to the Board of Legislators within thirty (30) days after the committee's initial meeting. A decision will be made by the Board within thirty (30) days of receipt of the committee's recommendations.
- D. The Board's decision will be binding on both parties. If adjustments are approved, they will be processed on the following payroll after Board approval.

ARTICLE XV – COUNTY RESPONSIBILITY

Nothing in this agreement shall be construed as delegating to others the authority conferred by law on any County Official or in any way abridging or reducing such authority, but this agreement shall be construed as requiring said County Officials to follow the procedures and

policies herein prescribed, to the extent they are applicable, in the exercise of the authority conferred upon them by law.

ARTICLE XVI – SAVINGS CLAUSE

If any Article or Section of this agreement or any addendum thereto should be held invalid by operation of Law, or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this agreement addendum shall not be affected.

ARTICLE XVII – PREVIOUS PRACTICE

All benefits and rights heretofore provided by work rules and regulations, resolution, or contained in the county salary plan and not specifically provided hereunder shall continue in effect. The County will not change any past practice or benefit enjoyed by its employees unless mutually agreed upon by both parties.

ARTICLE XIII – PERSONNEL FILE

Section 1.

The employee's personnel file shall contain all memoranda or documents relating to the employees' performance on their job, as well as, a file including medical related documents. An employee's personnel file shall be deemed confidential consistent with appropriate laws, rules, and regulations. With the exception of the Sheriff's Department, the location, maintenance and confidentiality of the official personnel files shall be the responsibility of the Human Resources Department.

Section 2.

Employees shall receive copies of all materials placed in their official personnel file. Employees shall have the opportunity to review their own personnel file at a reasonable time upon written request to their Department Head and as scheduled by the Human Resources Director. Said review shall take place in the presence of the Department Head or their designee during normal business hours of the department. The employee may be accompanied in said review by a Union representative or their attorney. An employee may place in their personnel file, a written response to anything contained therein which the employee deems to be adverse.

ARTICLE XIX – TERM OF CONTRACT

This agreement shall be effective January 1, 2024 and shall continue in effect until 11:59 p.m. on December 31, 2026.

The parties agree that negotiations for a successor collective bargaining agreement shall commence at least ninety (90) days before expiration of this agreement.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT THIS TENTATIVE AGREEMENT IS CONTINGENT UPON CSEA AND LEGISLATIVE APPROVAL AND SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE BODIES HAVE GIVEN APPROVAL.

COUNTY OF LEWIS



Lawrence Dolhof, Chairman, Board of Legislators

3/5/24

Date



Joan McNichol, County Attorney

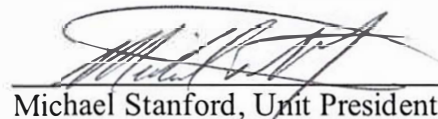


Caitlyn Smith, HR Director

FOR THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFCSME, AFL-CIO, Lewis County 825



Penny Everson, Local President




Michael Stanford, Unit President



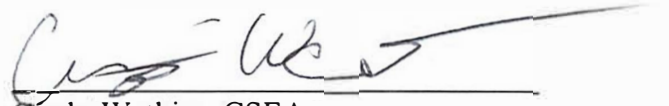
Jonathan Bush, CSEA



Adrienne Clark, CSEA



Kim Gould, CSEA



Cindy Watkins, CSEA



Brenda Harwood, LRS, CSEA

2/12/2024

Date

	Sign Maintenance/MEO								
	Social Services Program Examiner								
	Social Services Welfare Examiner								
	Solid Waste Worker								
	Support Examiner								
	Welder/MEO								
23	E&T Specialist	2024	23.41	24.09	24.76	25.44	26.10	26.71	27.53
	GIS Mapping Technician	2025	24.11	24.81	25.50	26.20	26.88	27.52	28.35
	Social Services Investigator	2026	24.84	25.56	26.27	26.99	27.69	28.34	29.20
	Specialist, Services for Aging								
24	Emergency Management Assistant	2024	23.98	24.67	25.37	25.99	26.66	27.33	28.12
	HEO	2025	24.70	25.41	26.13	26.77	27.45	28.15	28.97
	Mechanic Welder	2026	25.44	26.18	26.91	27.58	28.28	29.00	29.84
	Office Manager II								
	Sign Maintenance/HEO								
	Solid Waste Working Supervisor								
	Welder/ HEO								
25	Bridge Construction Supervisor	2024	24.51	25.31	25.99	26.68	27.53	28.17	28.96
	Principal Account Clerk	2025	25.24	26.07	26.77	27.48	28.35	29.01	29.82
	Real Property Systems Specialist	2026	26.00	26.85	27.58	28.30	29.20	29.88	30.72
	Recreation Crew Leader								
26	HVAC Systems Technician	2024	25.26	25.96	26.63	27.35	28.14	28.85	29.56
	Motor Vehicle Supervisor	2025	26.01	26.74	27.43	28.17	28.99	29.72	30.45
	Working Supervisor (Building Maintenance)	2026	26.80	27.54	28.25	29.02	29.86	30.61	31.36
27	Animal Control Officer	2024	25.91	26.63	27.45	28.17	28.96	29.73	30.48
	Assessor	2025	26.69	27.43	28.27	29.01	29.82	30.63	31.40
	Early Intervention Service Coordinator	2026	27.49	28.25	29.12	29.88	30.72	31.55	32.34
	Geographic Information Specialist								
28	Caseworker	2024	26.67	27.54	28.27	29.10	29.89	30.48	31.53
	Code Enforcement Officer	2025	27.47	28.37	29.12	29.97	30.79	31.40	32.47
	General Highway Supervisor	2026	28.29	29.22	29.99	30.87	31.71	32.34	33.45
	Meals Program Coordinator								
	Probation Officer								
	Youth Services Coordinator								
29	Computer Systems Assistant	2024	27.45	28.21	29.10	29.94	30.73	31.59	32.40
	Coordinator Services for Aging	2025	28.27	29.06	29.97	30.83	31.65	32.54	33.37
	Long Term Care Coordinator	2026	29.12	29.93	30.87	31.76	32.60	33.51	34.37
	Public Health Specialist								
	Senior Employment & Training Specialist								
	Senior Social Services Program Examiner								
	Senior Social Welfare Examiner								
30	Community Development Specialist	2024	28.21	29.10	29.94	30.73	31.59	32.40	33.26
	Grant Coordinator	2025	29.06	29.97	30.83	31.65	32.54	33.37	34.26
		2026	29.93	30.87	31.76	32.60	33.51	34.37	35.29
31	LAN Administrator	2024	29.11	29.95	30.87	31.65	32.52	33.40	34.31
	Senior Probation Officer	2025	29.98	30.85	31.79	32.60	33.50	34.41	35.34
		2026	30.88	31.78	32.75	33.57	34.50	35.44	36.40

32	Open	2024	30.02	30.88	31.75	32.63	33.50	34.36	35.21
		2025	30.92	31.81	32.70	33.60	34.50	35.39	36.27
		2026	31.85	32.77	33.68	34.61	35.54	36.45	37.35
33	Case Supervisor, Grage B	2024	30.91	31.80	32.65	33.52	34.40	35.26	36.11
	Registered Professional Nurse	2025	31.83	32.75	33.63	34.53	35.43	36.31	37.19
		2026	32.79	33.74	34.64	35.56	36.49	37.40	38.31
34	Senior Community Development Specialist	2024	31.84	32.69	33.56	34.42	35.29	36.17	37.02
		2025	32.79	33.67	34.56	35.45	36.35	37.25	38.13
		2026	33.77	34.68	35.60	36.52	37.44	38.37	39.27
35	Jail Nurse								
	Public Health Nurse								
	No rate set for Schedule A								
Prior to 2022 there were three separate salary schedules. Schedule C was for employees hired on 06/01/2012 or later. Employees who were on Schedule C in 2021 were moved to Schedule B in 2022, at the rate closest to but greater than their 2021 Schedule C rate.									
Through December 31, 2017, ** noted positions with normal 40 hour week schedule. Upon ratification of the January 1, 2018 - December 31, 2020 contract, the double asterisks were removed.									
NOTE: Part-time, temporary and emergency employees shall be paid biweekly only for actual hours worked in a biweekly payroll period. Full-time employees or those designated in the budget with a definite percentage of a full-time position, shall be paid biweekly with the biweekly salary computed by multiplying normal biweekly hours with 75 or 80 or percentage of these hours. Each biweekly period during the entire year by their hourly rate, overtime rates shall be paid in addition to the above. Hours of absence not covered by approved vacation, sick leave, or personal leave, shall be subtracted from the scheduled regular 75, 80, or percentage hours.									

	Recreation Crew Foreman								
	Sign Maintenance/MEO								
	Social Services Program Examiner								
	Social Services Welfare Examiner								
	Solid Waste Worker								
	Support Examiner								
	Welder/MEO								
23	E&T Specialist	2024	22.93	23.57	24.25	24.93	25.53	26.23	26.97
	GIS Mapping Technician	2025	23.61	24.28	24.98	25.68	26.29	27.02	27.78
	Social Services Investigator	2026	24.32	25.00	25.72	26.45	27.08	27.83	28.62
	Specialist, Services for Aging								
24	Emergency Management Assistant	2024	23.49	24.21	24.85	25.49	26.13	26.86	27.55
	HEO	2025	24.20	24.93	25.60	26.25	26.92	27.66	28.38
	Mechanic Welder	2026	24.92	25.68	26.36	27.04	27.73	28.49	29.23
	Office Manager II								
	Sign Maintenance/HEO								
	Solid Waste Working Supervisor								
	Welder/ HEO								
25	Bridge Construction Supervisor	2024	24.09	24.84	25.49	26.14	26.97	27.63	28.39
	Principal Account Clerk	2025	24.81	25.58	26.25	26.93	27.78	28.46	29.24
	Real Property Systems Specialist	2026	25.56	26.35	27.04	27.74	28.62	29.31	30.12
	Recreation Crew Leader								
26	HVAC Systems Technician	2024	24.81	25.46	26.11	26.92	27.59	28.27	29.04
	Motor Vehicle Supervisor	2025	25.56	26.23	26.90	27.73	28.42	29.12	29.92
	Working Supervisor (Building Maintenance)	2026	26.33	27.01	27.70	28.56	29.27	29.99	30.81
27	Animal Control Officer	2024	25.45	26.11	26.95	27.63	28.40	29.17	29.92
	Assessor	2025	26.22	26.90	27.75	28.46	29.25	30.04	30.82
	Early Intervention Service Coordinator	2026	27.00	27.70	28.59	29.31	30.12	30.94	31.75
	Geographic Information Specialist								
28	Caseworker	2024	26.13	26.99	27.71	28.47	29.25	30.07	30.88
	Code Enforcement Officer	2025	26.92	27.80	28.55	29.33	30.13	30.97	31.81
	General Highway Supervisor	2026	27.73	28.63	29.40	30.21	31.03	31.90	32.77
	Meals Program Coordinator								
	Probation Officer								
	Youth Services Coordinator								
29	Computer Systems Assistant	2024	26.95	27.65	28.47	29.32	30.11	30.96	31.73
	Coordinator Services for Aging	2025	27.75	28.48	29.33	30.20	31.01	31.89	32.68
	Long Term Care Coordinator	2026	28.59	29.33	30.21	31.11	31.94	32.85	33.66
	Public Health Specialist								
	Senior Employment & Training Specialist								
	Senior Social Services Program Examiner								
	Senior Social Welfare Examiner								
30	Community Development Specialist	2024	27.65	28.46	29.32	30.11	30.91	31.73	32.58
	Grant Coordinator	2025	28.48	29.31	30.20	31.01	31.83	32.68	33.56
		2026	29.33	30.19	31.11	31.94	32.79	33.66	34.56
31	LAN Administrator	2024	28.53	29.38	30.23	31.02	31.87	32.73	33.59
	Senior Probation Officer	2025	29.39	30.26	31.14	31.95	32.83	33.71	34.60
		2026	30.27	31.17	32.07	32.91	33.81	34.73	35.64

32	Open	2024	29.44	30.27	31.12	31.93	32.77	33.61	34.48
		2025	30.32	31.17	32.05	32.89	33.75	34.61	35.51
		2026	31.23	32.11	33.01	33.87	34.76	35.65	36.58
33	Case Supervisor, Grade B	2024	30.32	31.16	32.01	32.83	33.66	34.50	35.41
	Registered Professional Nurse	2025	31.23	32.10	32.97	33.81	34.67	35.54	36.47
		2026	32.17	33.06	33.96	34.83	35.71	36.60	37.56
34	Senior Community Development Specialist	2024	31.26	32.16	33.05	33.95	34.83	35.73	36.63
		2025	32.19	33.13	34.04	34.97	35.88	36.80	37.72
		2026	33.16	34.12	35.06	36.01	36.95	37.91	38.86
35	Jail Nurse	2024	33.41	34.08	34.77	35.49	36.21	36.95	37.70
	Public Health Nurse	2025	34.41	35.10	35.82	36.56	37.29	38.06	38.83
		2026	35.44	36.16	36.89	37.65	38.41	39.20	40.00
Prior to 2022 there were three separate salary schedules. Schedule C was for employees hired on 06/01/2012 or later. Employees who were on Schedule C in 2021 were moved to Schedule B in 2022, at the rate closest to but greater than their 2021 Schedule C rate.									
Through December 31, 2017, ** noted positions with normal 40 hour week schedule. Upon ratification of the January 1, 2018 - December 31, 2020 contract, the double asterisks were removed.									
NOTE: Part-time, temporary and emergency employees shall be paid biweekly only for actual hours worked in a biweekly payroll period. Full-time employees or those designated in the budget with a definite percentage of a full-time position, shall be paid biweekly with the biweekly salary computed by multiplying normal biweekly hours with 75 or 80 or percentage of these hours. Each biweekly period during the entire year by their hourly rate, overtime rates shall be paid in addition to the above. Hours of absence not covered by approved vacation, sick leave, or personal leave, shall be subtracted from the scheduled regular 75, 80, or percentage hours.									

Appendix B: Reallocations

Title	2023 Grade	Grade Effective 1/1/24
Laborer	6	13
Laborer, Recycling	6	13
Office Specialist	11	15
Case Aide	12	17
Account Clerk	13	17
DMV Examiner	15	18
Senior Keyboard Specialist	15	18
Administrative Assistant	15	19
MEO Light	15	19
Recreation Crew Worker	15	19
E&T Assistant	18	19
MEO Medium	18	22
Sign Maintenance/MEO	18	22
Solid Waste Worker	18	22
Senior Account Clerk	19	21
Recreation Crew Foreman	19	22
Welder/MEO	19	22
Confidential Secretary to DA	20	22
Medical Clerk	20	22
Social Services Program Examiner	20	22
Social Services Welfare Examiner	20	22
Support Examiner	20	22
Aging Specialist	20	23
HEO	21	24
Sign Maintenance/HEO	21	24
Mechanic Welder	21	24
Welder/HEO	21	24
Solid Waste Working Supervisor	21	24
Principal Acct. Clerk	23	25
Bridge Const. Supervisor	23	25
Rec. Crew Leader	23	25
Early Intervention Coordinator	24	27
General Highway Supervisor	26	28
Probation Officer	27	28
Senior Probation Officer	30	31

OFFICIAL GRIEVANCE FORM



**Lewis
County
Unit**

Employee Representative: _____
Article of Contract Violated: _____

Submitted Date: _____

Name: _____ Title: _____

Supervisor: _____ Dept Head: _____

Step 1 – Presentation – Supervisor

Nature of the Grievance: _____

Remedy Sought: _____

Grievant's Signature: _____ Date: _____

STEP 1 Decision – Immediate Supervisor

Date Received: _____

Supervisor Signature: _____ Date Decision Issued: _____

Rejected: _____ Sustained: _____ Copy Sent to HR Director Union President

Grievant's Signature: _____ Date Received: _____

The above decision is satisfactory: (YES or NO) _____

I wish to appeal the above decision: (YES or NO) _____

STEP 2 Decision – Department Head

Date Grievance Received: _____

DETERMINATION ATTACHED

Department Head Signature: _____ Date Decision Issued: _____

Rejected: _____ Sustained: _____ Copy Sent to HR Director Union President

Grievant's Signature: _____ Date Received: _____

The above decision is satisfactory: (YES or NO) _____

I wish to appeal the above decision: (YES or NO) _____

STEP 3 Decision – County Manager

Date Grievance Received: _____

DETERMINATION ATTACHED

County Manager Signature: _____ Date Decision Issued: _____

Rejected: _____ Sustained: _____ Copy Sent to HR Director Union President

Grievant's Signature: _____ Date Received: _____

The above decision is satisfactory: (YES or NO) _____

I wish to appeal the above decision: (YES or NO) _____

STEP 4 – Arbitration

Grievant's Signature: _____ Date: _____

Intent to Pursue Arbitration: (YES or NO) _____

Date Demand for Arbitration Submitted: _____

Copy Sent to HR Director Union President

Arbitration Date: _____

For CSEA Tracking Purposes

Original to Employer _____ Employee _____ Labor Relations Specialist _____