

# COLLECTIVE BARGAINING AGREEMENT

between

Civil Service Employees Association, Inc.,  
Local 1000, AFSCME, AFL-CIO

and

Wyoming County

January 1, 2021 through December 31, 2024

# Table of Contents

<b><u>ARTICLE I:</u></b>	<b><u>RECOGNITION.....</u></b>	<b><u>1</u></b>
Section 1:	EXCLUSION FROM THE BARGAINING UNIT .....	1
Section 1.2:	.....	1
Section 1.3:	CREDIT UNION DEDUCTIONS .....	2
Section 1.4:	RIGHT TO STRIKE .....	3
<b><u>ARTICLE II:</u></b>	<b><u>MANAGEMENT RIGHTS .....</u></b>	<b><u>3</u></b>
<b><u>ARTICLE III:</u></b>	<b><u>UNION RIGHTS .....</u></b>	<b><u>3</u></b>
Section 3.1:	EXCLUSIVITY .....	3
Section 3.2:	UNION REPRESENTATIVES .....	4
Section 3.3:	UNION BULLETIN BOARDS .....	4
<b><u>ARTICLE IV:</u></b>	<b><u>GRIEVANCE PROCEDURE.....</u></b>	<b><u>4</u></b>
Section 4.1:	PURPOSE .....	4
Section 4.2:	DEFINITIONS.....	5
Section 4.3:	GRIEVANCE PROCEDURE.....	5
Section 4.4:	FAILURE TO PROCESS GRIEVANCES TIMELY .....	7
Section 4.5:	OTHER LEGAL RECOURSE .....	7
Section 4.6:	PROBATIONARY PERIOD .....	7
Section 4.7:	SUBSTITUTION FOR THE CIVIL SERVICE LAW .....	7
Section 4.8:	DISCIPLINARY PROCEDURE .....	7
<b><u>ARTICLE V:</u></b>	<b><u>OVERTIME.....</u></b>	<b><u>9</u></b>
Section 5.1	.....	9
Section 5.2	.....	9
Section 5.3	.....	9
<b><u>ARTICLE VI:</u></b>	<b><u>SENIORITY .....</u></b>	<b><u>9</u></b>
Section 6.1:	SENIORITY FOR LAYOFFS .....	9
Section 6.1.2:	COMPETITIVE CLASS.....	10
Section 6.1.3:	NONCOMPETITIVE AND LABOR CLASS.....	10
Section 6.1.4:	NOTIFICATION FOR ALL CLASSIFICATIONS .....	10
Section 6.2:	LOSS OF SENIORITY .....	11

<b><u>ARTICLE VII: JOB VACANCIES .....</u></b>	<b><u>11</u></b>
Section 7.1: JOB OPPORTUNITIES .....	11
Section 7.2: BIDDING PROCESS .....	11
Section 7.3: PREFERENCES FOR FILLING VACANCIES .....	11
<b><u>ARTICLE VIII: LEAVES WITHOUT PAY .....</u></b>	<b><u>12</u></b>
Section 8.1: GENERAL LEAVES OF ABSENCE .....	12
Section 8.2: PARENTING LEAVE .....	12
Section 8.3: LEAVE FOR ADOPTION .....	13
Section 8.4: REPORTING REQUIREMENTS .....	13
Section 8.5: MEDICAL LEAVES OF ABSENCE .....	13
Section 8.6: WORKERS' COMPENSATION .....	13
Section 8.7: REQUIRED MEDICAL DOCUMENTATION .....	14
Section 8.8: RETURN TO WORK .....	14
Section: 8.9: MILITARY DUTY .....	14
<b><u>ARTICLE IX: ASSOCIATION REPRESENTATION .....</u></b>	<b><u>14</u></b>
Section 9.1: ANNUAL CONVENTIONS .....	14
Section 9.2: UNION BUSINESS .....	15
Section 9.3: ACCESS .....	15
Section 9.4: CONTRACT ADMINISTRATION .....	15
<b><u>ARTICLE X:       <u>COMPENSATION.....</u></u></b>	<b><u>15</u></b>
Section 10.1: UPGRADES AND DOWNGRADES .....	16
Section 10.2: SHIFT DIFFERENTIALS .....	16
Section 10.3:               .....	16
Section 10.4:               .....	17
Section 10.5: STEP INCREMENTS .....	17
Section 10.6: PROMOTIONS OR REALLOCATIONS .....	17
Section 10.7:               .....	17
Section 10.8:               .....	18
Section 10.9:       SALARY INCREMENTS .....	18
Section 10.10.1: APPEAL .....	18
Section 10.10.1.1: RESTORATION OF INCREMENT .....	18
Section 10.11:               .....	19

Section 10.12 OUT-OF-TITLE PAY .....	19
Section 10.13: HOURLY RATE FOR WCCH CLERICAL EMPLOYEES LISTED ON SCHEDULE A .....	19
Section 10.14: CDL .....	19
Section 10.15: DEFERRED COMPENSATION PLAN.....	19
Section 10.16: COMPENSATION FOR NURSING SERVICES .....	19
Section 10.17: THIRD-SHIFT BONUS PAYMENT.....	20
Section 10.18: DRIVER SAFETY COURSE:.....	21
<b><u>ARTICLE XI: WORK DAY, WORK WEEK, HOLIDAYS, VACATION AND SICK LEAVE</u></b>	<b>21</b>
Section 11.1: PAID HOLIDAYS .....	21
Section 11.2: SICK LEAVE .....	22
Section 11.3: DISABILITY LEAVE .....	23
Section 11.4(a): BEREAVEMENT LEAVE .....	24
Section 11.4(b): FAMILY SICK LEAVE .....	24
Section 11.5: PERSONAL LEAVE.....	24
Section 11.6(a): WORKDAY/WORK WEEK .....	25
Section 11.6(b): OVERTIME PAY .....	26
Section 11.6(c): COMPENSATORY TIME.....	26
Section 11.6(d): EARNED DAY OFF.....	27
Section 11.6(e): RECALL PAY.....	27
Section 11.6(f): ON-CALL PAY .....	27
Section 11.6 (g): .....	27
Section 11.7(a): VACATION LEAVE .....	28
Section 11.7(b): BLOCK VACATION BIDDING.....	29
Section 11.7(c): VACATIONS OF LESS THAN 5 DAYS.....	29
Section 11.7(d): ADDITIONAL VACATION BASED ON LENGTH OF SERVICE.....	30
Section 11.8: LONGEVITY PAY.....	30
Section 11.9: MILEAGE REIMBURSEMENT .....	31
Section 11.10: BUY-BACK OF BENEFIT DAYS .....	32
<b><u>ARTICLE XII: HEALTH INSURANCE AND PENSIONS .....</u></b>	<b>32</b>
Section 12.1(a): .....	32
Section 12.1(b): HEALTH INSURANCE COSTS.....	32

Section 12.1(c): HEALTH INSURANCE COSTS / PART-TIME .....	33
Section 12.1(d): HEALTH INSURANCE BUYOUT .....	34
Section 12.2: RETIREMENT BENEFITS.....	34
Section 12.3: COMPENSATION FOR USE OF PERSONAL VEHICLE FOR COUNTY BUSINESS .....	36
<b><u>ARTICLE XIII: PART TIME EMPLOYEES.....</u></b>	<b><u>36</u></b>
Section 13.1(a): BENEFIT ELIGIBILITY: .....	36
Section 13.1(b): CALCULATION OF PRORATED BENEFIT TIME .....	36
Section 13.1(c): .....	36
Section 13.1(d): AUDIT OF HOURS WORKED .....	37
<b><u>ARTICLE XIV: CREDIT UNION.....</u></b>	<b><u>37</u></b>
Section 14.1: .....	37
Section 14.2: .....	37
<b><u>ARTICLE XV: MISCELLANEOUS .....</u></b>	<b><u>37</u></b>
Section 15.1: MINIMUM RATES OF PAY .....	37
Section 15.2: PERSONNEL FILE REVIEW .....	37
Section 15.3: .....	38
Section 15.4: EMERGENCY HIRES .....	38
Section 15.5: VISION PLAN AND REIMBURSEMENT FOR SAFETY GLASSES.....	38
Section 15.6: PUBLIC HEALTH VEHICLES .....	38
Section 15.7: UNIFORM & SAFETY SHOE MAINTENANCE AND ALLOWANCE .....	39
<b><u>ARTICLE XVII: WYOMING COUNTY COMMUNITY HEALTH SYSTEM (WCCHS) – FAMILY MEDICINE CLINICS .....</u></b>	<b><u>39</u></b>
Section 18.1: .....	42
Section 18.2: .....	42
<b><u>ARTICLE XIX: OTHER LAWS AND SAVINGS CLAUSE.....</u></b>	<b><u>42</u></b>
Section 19.1: .....	42
<b><u>ARTICLE XX: TERMINATION AND MODIFICATION.....</u></b>	<b><u>43</u></b>
Section 20.1: .....	43
<b><u>ADDENDUM “A” .....</u></b>	<b><u>45</u></b>
<b><u>2022-2024 WYOMING COUNTY COMMUNITY HOSPITAL CNA CLINICAL LADDER.....</u></b>	<b><u>66</u></b>
<b><u>LEVEL I, II &amp; III .....</u></b>	<b><u>66</u></b>
<b><u>CNA I .....</u></b>	<b><u>66</u></b>
<b><u>2024-23.79 .....</u></b>	<b><u>66</u></b>

**2022-2024 WYOMING COUNTY COMMUNITY HOSPITAL LPN CLINICAL LADDER .....67**

LEVEL I .....67

LEVEL II .....68

**2022-2024 WYOMING COUNTY COMMUNITY HOSPITAL RN CLINICAL LADDERS .....70**

## **AGREEMENT**

This is an agreement effective the first day of January 2021, by and between Wyoming County (hereinafter referred to as the Employer, except where otherwise specified) and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO (hereinafter referred to as the Union, except where otherwise specified).

### **ARTICLE I: RECOGNITION**

#### **Section 1: EXCLUSION FROM THE BARGAINING UNIT**

The Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement for all the employees of the Employer (excluding, however, all persons designated by PERB as management/confidential, elected and appointed officers and officials, department heads, employees of the Sheriff's Department whose titles appear in the PERB Certification Decision, Case No.: C-2791, and supervisory personnel including all those employees listed on Addendum "A" attached hereto and made a part hereof.

**Section 1.1 Part Time Employees** – A part time employee is any employee who works on a regularly scheduled basis for less than the number of hours which a full time employee works in the applicable department.

**Temporary Employee** – A temporary employee is any employee who works in a position which was created on a temporary basis, or any employee employed by the County on a non-regularly scheduled basis, such as a substitute or per diem.

#### **Section 1.2:**

The employer shall deduct from the wages of employees and remit, at the end of each month, to the CSEA Inc., 143 Washington Avenue, Albany New York 12210, regular membership dues and other authorized deductions for those employees who have signed dues deduction authorization cards. Employees who wish to withdraw their authorization for dues deduction must do so by following the instructions on their dues deduction card. For more information, contact CSEA at 1-800-342-4146.

**1.2a Employee List:** Upon the hiring of a new employee, the employer shall furnish the CSEA Labor Relations Specialist and Unit President with the new hire's name, home address, and position title.

Furthermore, the Employer agrees to update the list of all employees in the negotiating unit covered by this contract at least quarterly, upon request, by providing the Union with the names, home addresses, and position titles of newly hired, reinstated and transferred employees, as well as employees who terminated employment in the negotiating unit.

**1.2b New Employee Orientation:** With 30 days of providing the notice in Article 1.2.a, the employer shall allow CSEA to meet with a new employee for a reasonable amount of time, not to exceed 45 minutes, during his or her shift. There shall be no charge to leave credits of both the new employee and /or the CSEA representative and the employer's representative shall not be present unless specifically requested by the CSEA.

**1.2c Right to Free Association:** The parties agree that there shall be no discrimination, interference, restraint, or coercion by either party against any employee because of an employee's decision to join, or not join the Union or engaging in any lawful Union activity, or refraining there from.

**1.2 d Unit Clarification:** The Employer agrees to discuss with the Union the appropriate unit placement of any new titles which have been created since the request for recognition or will be created by the Employer. In the event the Employer and the Union cannot agree on the appropriate unit placement for new titles, the Public Employment Relations Board (PERB) procedure for unit clarification and/or placement shall be used to resolve the dispute.

**1.2e PEOPLE:** The employer agrees to deduct from the wages of any employee who is a member of the CSEA-AFSCME a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time with written notice to the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

### **Section 1.3: CREDIT UNION DEDUCTIONS**

The Employer shall deduct from the wages of the employees, and shall remit appropriately, deductions on account of the credit union referred to in Article XIV for those employees who have signed authorizations permitting such payroll deductions.



#### **Section 1.4: RIGHT TO STRIKE**

The Union affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, slow down, or demonstration interfering with department operations, or to impose an obligation upon its members to conduct, assist or participate in such a strike.

#### **ARTICLE II: MANAGEMENT RIGHTS**

The Employer retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes, and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend and discharge employees for cause; to hire, lay off, assign, transfer, promote, demote and determine the qualifications of employees; to determine the schedule of its various departments, and to determine the starting and quitting time and the number of hours to be worked; subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement, or provided by law.

The above rights of the Employer are not all-inclusive, but indicate the type of matters or rights which belong to and are inherent to the Employer. Any and all rights, powers and authority which the Employer had prior to entering into this Agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

#### **ARTICLE III: UNION RIGHTS**

##### **Section 3.1: EXCLUSIVITY**

The Civil Service Employees Association (CSEA) shall have the sole and exclusive right with respect to other organizations to represent all employees in the heretofore defined negotiating unit in any and all proceedings under the Public Employees' Fair Employment Act, under any other applicable law, rule, regulation, or statute, or under the terms and conditions of this Agreement, and to designate its own representatives and to appear before any appropriate official of the Employer to effect such

representation, to direct, manage, and govern its own affairs; to determine those matters which the membership wish to negotiate and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the Employer or any of its agents. CSEA shall have the sole and exclusive right to pursue any matter or issue including but not limited to the grievance and appeal procedure in this Agreement and to pursue any matter or issue to any court of competent jurisdiction, whichever is appropriate; and shall not be held liable to give any non-bargaining unit member any of its professional, legal, technical, or specialized services.

### **Section 3.2: UNION REPRESENTATIVES**

The Employer recognizes the right of employees to designate representatives of the Union to appear on his/her behalf to discuss salaries, working conditions, grievances, and disputes as to terms and conditions of this Agreement and to reasonably visit employees during working hours. Such employee representatives shall also be permitted to appear at public hearings before the Board of Supervisors upon the request of the employees.

The Union will provide the County with a current list of employees authorized as Union representatives and update this list as changes occur.

### **Section 3.3: UNION BULLETIN BOARDS**

The Union shall have the right to post notices and communications on the bulletin boards maintained on the premises and facilities of the Employer, subject to the approval of the contents of such notices and communications by the Human Resource Director of the Employer, or its designee. The Officers and Agents of the Union should have the reasonable right to visit the Employer's facilities for the purpose of addressing grievances and administering the terms and conditions of this Agreement. CSEA will supply a locked bulletin board for the SNF and a bulletin board for the Hospital which will be located at a mutually agreed location, both of which the County will install.

## **ARTICLE IV: GRIEVANCE PROCEDURE**

### **Section 4.1: PURPOSE**

The purpose of the Article is to provide the sole method for the resolution of grievances as defined herein. Such grievances shall be processed in accordance with the following procedures. Prior to initiating a formal written grievance pursuant to this Article, an employee or the Union may resolve disputes informally with the appropriate immediate supervisor.

#### **Section 4.2: DEFINITIONS**

- a) “Employee” shall refer to any covered member of the bargaining unit as outlined in Section I of this Agreement.
- b) “Grievance” shall refer to any dispute or controversy of one or a group of employees (class action) involving the interpretation, application, or enforcement of the expressed terms of the Agreement, procedures, regulations, or work rules of the County issued in accordance with Article II of the Agreement, including but not limited to the Employee Handbook.
- c) “Business Days” shall exclude holidays and weekends for computing time limits hereunder.
- d) “Interrogation” shall refer to the questioning of an employee who at the time of such questioning appears to be a likely or potential target or subject of disciplinary action. The employee has the right to CSEA representation and shall be granted a reasonable period of time to obtain CSEA representation prior to interrogation.

#### **Section 4.3: GRIEVANCE PROCEDURE**

**Step 1** – The grievance shall be presented in writing by the aggrieved employee, the Unit President (or his/her designee) to the aggrieved employee’s immediate supervisor with or without CSEA representation, at the employee’s option. This shall occur within ten (10) business days from the date of knowledge of the cause or from the date the Grievant should have reasonably known of such cause or occurrence giving rise to said grievance. The grievance shall be filed on the official CSEA Grievance Form, such Form to be mutually agreed to by the County and CSEA. Furthermore, in order for the grievance to be processed by the County, the grievance must state the specific article(s) and section(s) of the Agreement allegedly violated. Class Action or group grievances shall be presented within the same time limits to the lowest ranking supervisor common to all grievants within the group. The appropriate Supervisor shall issue a short, plain written statement of reasons for his/her decision to the aggrieved employee or Union. If discussion of the grievance with the immediate supervisor (or his/her designee) does not result in a resolution of the grievance within seven (7) business days, the employee or Union may proceed to Step 2.

**Step 2** - The aggrieved employee or class may submit his/her grievance to the appropriate Appointing Authority or Department Head within ten (10) business days from the time provided for completion of Step 1. The appropriate Appointing Authority and/or Department Head (or his/her designee) shall within ten (10) business days after receipt of said grievance, convene a meeting with the aggrieved employee and his/her union representative for the purpose of resolving the grievance. The appropriate Appointing Authority/Department Head (or his/her designee) shall issue a short, plain written statement of reasons for his/her decision to the aggrieved employee or Union. If discussion of the grievance at this level does not result in a satisfactory resolution of the grievance within five (5) business days, the employee or Class may proceed to Step 3.

**Step 3** – The aggrieved employee or Class may submit his/her grievance to the Director of Human Resources within seven (7) business days from the time provided for completion of Step 2. Within ten (10) business days thereafter, the Director of Human Resources or his/her designated representative shall convene a meeting with the aggrieved employee, or representative of the aggrieved Class, his/her CSEA Labor Relations Specialist, the County Human Resource Director and representatives from the appropriate Appointing Authority or Department Head. The Director of Human Resources (or his/her designee) shall issue a short, plain written statement of reasons for his/her decision to the aggrieved employee or Union. If the meeting does not result in a satisfactory resolution of the grievance within ten (10) business days following the Step 3 hearing, the grievance may then proceed on to binding arbitration, as provided in Step 4.

**Step 4** – Either the Union or the Employer, and only the Union or the Employer, may submit the issue to arbitration by way of written demand for arbitration. The Union shall submit any demand for arbitration to the Director of Human Resources within ten (10) business days after receipt of the Step 3 decision. The Union must file for a list of arbitrators with the New York State Public Employment Relations Board no later than thirty (30) calendar days after notifying the County of its intent to submit the issue to arbitration. Failure to provide timely written notice shall constitute an abandonment of the grievance.

The arbitrator shall apply the express terms of this Agreement to the issues presented by the grievance and to the facts which he/she determines to exist on the basis of the evidence presented, but he/she shall have no power to add to, subtract from or modify any provisions of this agreement in making his/her award. The arbitration shall be conducted in accordance with the Rules of the New

York State Public Employment Relations Board. The expenses of the arbitrator shall be borne equally by the Employer and the Union. The decision of the arbitrator shall be final and binding on both parties.

#### **Section 4.4: FAILURE TO PROCESS GRIEVANCES TIMELY**

Failure of an employee or the Union to present or process a grievance within the time limits set forth in Steps 1, 2, 3 and 4 shall automatically and fully conclude the grievance. Failure of the Employer to answer a grievance within the time limits specified in Steps 1, 2 or 3 shall automatically entitle an employee to move the grievance to the next step in a timely manner. The time limitations for each step of this procedure may be waived by written agreement by both parties.

#### **Section 4.5: OTHER LEGAL RECOURSE**

This procedure shall not affect any right otherwise afforded an employee to bring an action at law in connection with any alleged violation of the employee's rights, provided the employee has exhausted all remedies hereunder. The grievance and arbitration provisions of Article IV shall, however, be the exclusive procedure by which an employee may review a disciplinary action or discharge.

#### **Section 4.6: PROBATIONARY PERIOD**

Probationary periods for employees covered by this Agreement shall be administered in accordance with the controlling provisions of the Wyoming County Civil Service Rules. Following completion of the applicable probationary period, an employee may be discharged only for just cause. Discharge for other than just cause following completion of the probationary period shall be subject to the grievance procedure set forth in this Article.

#### **Section 4.7: SUBSTITUTION FOR THE CIVIL SERVICE LAW**

The grievance and arbitration provisions of Article IV are adopted in lieu of, and as a replacement for, the provisions of Sections 75 and 76 of the Civil Service Law of the State of New York and the provisions of Sections 75 and 76 are hereby waived with respect to employees covered by this Agreement.

#### **Section 4.8: DISCIPLINARY PROCEDURE**

In any instance in which the Appointing Authority/Department Head seeks to discipline an employee, a written notice of discipline shall be served upon the employee. Service of the notice of discipline

shall be made by personal service, if possible. If such service cannot be effectuated by personal service, it shall be made by registered or certified mail, return receipt requested.

The notice shall contain the reason(s) for the discipline including a description of the alleged acts of incompetence and/or misconduct and the dates, times and places such acts occurred. Said notice shall also include the penalty the Employer is seeking. A copy of the notice shall be served concurrently upon the Unit President.

An employee who is suspended without pay or is subject to termination shall be allowed to waive Steps one (1) and two (2) of the grievance procedure and proceed to a pre-arbitration conference with the Director of Human Resources. This conference may only be waived by mutual agreement of the County and the employee (or CSEA). The conference shall be requested by filing a written request with the Director of Human Resources within ten (10) working days of the employee's receipt of the notice of discipline. Failure to request a conference within ten (10) working days shall constitute a waiver of the right to arbitrate the discipline. The conference will be held no later than ten (10) working days after receipt of the request. The Director of Human Resources shall render a written determination following the conference within ten (10) working days of the conference.

An employee shall not be disciplined for acts which occurred more than eighteen (18) months prior to the notice of discipline except where the incompetence or misconduct complained of and described in the charges would constitute a crime pursuant to the laws of the United States or the State of New York.

No employee shall be required to submit to an interrogation by the Employer if the information sought is to be used against the employee in a disciplinary proceeding, to submit to an interrogation after a notice of discipline has been served on such employee or to submit to an interrogation after an employee's resignation has been requested, unless the employee is notified in advance that they have the right to have union representation during such proceedings.

In no event, shall the employee be suspended for more than ten (10) working days. Any suspension beyond ten (10) working days must be with pay, subject to a final decision of an arbitrator.

In the event the Employer terminates an employee's employment, and said termination is subject to a demand for arbitration, the employee shall be restored to full pay status upon the sixty-first (61<sup>st</sup>) calendar day after termination, pending the outcome of the arbitrator's final decision and award. However, in the event the employee causes unreasonable delay in connection with the arbitration proceeding, the Employer shall be relieved of the obligation to restore the employee to the payroll during the pendency of the arbitration proceeding.

## **ARTICLE V: OVERTIME**

### **Section 5.1**

The Employer will make every reasonable effort to distribute overtime equally among employees within his/her respective job titles (within each grade).

### **Section 5.2**

An employee who is offered and refuses overtime in his/her job title shall be treated as having worked such overtime for purposes of overtime equalization. An employee who changes his/her job title shall enter his/her new job title with the highest overtime hours as of the date of such transfer granted to any other employee in such new job title. An employee who refuses or accepts overtime work outside his/her job title (but within his/her grade) shall not be charged for such overtime.

### **Section 5.3**

The Appointing Authority/Department Head will prepare and post lists of overtime by appropriate department and job title, which shall be received by the County and the Union for the purpose of equalizing overtime as closely as practicable over each consecutive six (6) month period, commencing with the effective date of this Agreement. Employees within the appropriate department and job title shall be listed in order of seniority on such overtime lists, and shall be selected for overtime on the basis of seniority, where previous overtime hours are equal, when practicable.

## **ARTICLE VI: SENIORITY**

### **Section 6.1: SENIORITY FOR LAYOFFS**

Seniority for competitive class employees shall be determined in accordance with the Civil Service Law. Seniority for all other permanent (not temporary or provisional) Civil Service employees in the classified service shall be based on the length of continuous full-time and part-time service on the

active payroll with the Employer, subject to the applicable provisions of the Civil Service Law. The classified service includes the competitive, non-competitive, labor and exempt classes.

For non-competitive, labor and exempt class positions, continuous service begins on the date of first appointment on a permanent full-time or part-time basis in the classified service of the County followed by full-time continuous or part-time service in the classified service in the County on a permanent basis up to the time of the abolition or reduction of the position.

#### **Section 6.1.2: COMPETITIVE CLASS**

The Employer shall lay off employees in the competitive class in accordance with Sections 80 and 80-a of the Civil Service Law. Preferred lists and reinstatement rights for competitive class employees shall be handled in accordance with Section 81 of the Civil Service Law.

#### **Section 6.1.3: NONCOMPETITIVE AND LABOR CLASS**

The Employer shall lay off employees in the noncompetitive and labor class by seniority in the affected job title within a County Department [as set forth in Section 11.6 (a)]. The employee in the job title within the County Department where the reduction is to take place who has the least seniority shall be removed from the job first. Laid off employees shall be entitled to exercise his/her seniority to displace employees with lesser seniority in job titles within the same County Department for which they are presently qualified. Employees laid off in the noncompetitive and labor class shall be recalled in the inverse order of layoff to positions in his/her former County Department for which they are qualified for a period of one (1) year following his/her layoff. Failure to accept a recall to a position for which the employee is qualified shall result in removal of the employee from the recall list [see Section 6.2(4)].

#### **Section 6.1.4: NOTIFICATION FOR ALL CLASSIFICATIONS**

The Employer shall notify the Unit President at least thirty (30) calendar days in advance of a layoff. Employees will be notified, in writing, by the Employer at least two (2) weeks in advance of the layoff. The notice will identify positions in the CSEA bargaining unit for which they are presently qualified in his/her County Department which are held by employees with less continuous service, or in the competitive classification, and the position(s) for which they may exercise his/her seniority rights for bumping or retreat in accordance with law. The affected employee must notify the



Employer, in writing, within five (5) business days of the date of the notice of layoff, of his/her desire to exercise his/her seniority rights.

### **Section 6.2: LOSS OF SENIORITY**

Subject to the Civil Service Law, an employee shall lose his/her seniority only upon the following:

- a. Resignation (except where reinstated within a period of one (1) year from the date of resignation);
- b. Discharge;
- c. Retirement;
- d. Refusal of a recall to employment;
- e. Layoff for a period exceeding one (1) year;
- f. Taking gainful employment while on voluntary leave of absence, which employment is inconsistent with the basis upon which leave was granted, unless, after request, the Employer refuses to take back the employee prior to the expiration of leave granted.

## **ARTICLE VII: JOB VACANCIES**

### **Section 7.1: JOB OPPORTUNITIES**

When a job vacancy or vacancies occur within County employment covered by this Agreement, the Employer will post in a conspicuous location at the agreed upon work locations and distribute for posting to the Union an announcement of such vacancies at least fifteen (15) calendar days prior to the date it/they are filled, except in the event of an emergency. Announcements of such vacancies shall contain the title of the positions to be filled, minimum qualifications required for appointment, and the number and work location of the vacancies.

### **Section 7.2: BIDDING PROCESS**

When such vacancies are announced as provided herein, employees who wish to be considered for appointment to such vacancies shall be allowed to file an application with the appropriate appointing authority; provided, however, that such application must be filed within ten (10) calendar days following the date of initial posting and distribution for posting of an announcement of the vacancy.

### **Section 7.3: PREFERENCES FOR FILLING VACANCIES**

After the appropriate notice(s) have been filed by the employee(s) with the appropriate appointing authority, the vacancy or vacancies within each respective schedule shall be filled according to the

following procedures with seniority within the applicable department as per Section 11.6 being the determining factor when other job qualifications are considered fairly equal, and provided that there is no conflict with the New York State Civil Service Law, including the requirement that the Employer select one of the three top scoring persons certified on the eligible list for appointment or promotion within the competitive class.

Preference for filling job vacancies shall be determined in the following manner:

1. First preference shall be given to those employees presently working within the department to whom the vacancy will result in a promotion.
2. Second preference shall be given to those employees whose transfer would result in a lateral transfer of job title and pay grade.
3. Third preference shall be given to those employees whose transfer would result in a new job title but remain in the same pay grade.
4. Fourth preference shall be given to all other County employees.

## **ARTICLE VIII: LEAVES WITHOUT PAY**

### **Section 8.1: GENERAL LEAVES OF ABSENCE**

Leaves of absence without pay may be granted for a period not exceeding two (2) years, in the sole discretion of the Employer. Such leaves shall not be unreasonably withheld. The employee may be allowed to reduce the period of leave without pay by the use of any or all earned credits.

### **Section 8.2: PARENTING LEAVE**

An employee who desires parenting leave following the birth of a child shall be granted a leave of absence without pay for a period of up to six (6) months following the birth (or expiration of the period of disability for the mother), which may be extended by the employer, upon written request of the employee, up to a total leave of up to one (1) year. Such an extension shall be given where the child is not in good health following expiration of the parenting leave. Any such leave under this Section shall run concurrently with any approved leave under the federal Family and Medical Leave Act.

### **Section 8.3: LEAVE FOR ADOPTION**

Adoption shall be defined as the process by which a person assumes guardianship and permanent custody of a child through formal adoption procedures. An employee who has initiated adoption proceedings and requests a leave of absence shall be granted a leave without pay for a single continuous period of up to seven (7) months. Any such leave under this Section shall run concurrently with any approved leave under the federal Family and Medical Leave Act

### **Section 8.4: REPORTING REQUIREMENTS**

Employees shall report to his/her Department Head the existence of any scheduled or pre-arranged absence due to disability, or leave for adoption, as soon as reasonably practicable.

### **Section 8.5: MEDICAL LEAVES OF ABSENCE**

The Employer may place an employee on leave at such time as the employee cannot safely or reasonably perform the duties of his/her job, or at such earlier time as the employee requests such leave. A decision by the Employer to place the employee on leave pursuant to this section shall be subject to review pursuant to Article IV (Grievance Procedure).

### **Section 8.6: WORKERS' COMPENSATION**

a. In the event an employee sustains a compensable injury as defined in the Workers' Compensation Law, his/her case shall be filed immediately subject to the provisions of such law. An employee shall be entitled to utilize any or all earned leave accruals during the initial waiting period for a full day's pay, or to utilize a portion thereof to make up the difference between his/her Workers' Compensation benefit and a full day's pay.

b. An employee who sustains an injury while on duty shall report such injury to his/her supervisor immediately who shall then refer the employee to Wyoming County Work Place Health. The employee shall register with Work Place Health within twenty-four (24) hours for initial evaluation. Nothing in this paragraph shall compel the employee to undergo treatment at Work Place Health. This disclaimer shall be posted in a prominent place in Work Place Health and all County Departments.

c. If an employee receives a workers' compensation benefit for days on which the employee has utilized leave accruals, the employee shall assign the benefit to the County and the County shall restore an equivalent amount of leave accruals to the employee.

### **Section 8.7: REQUIRED MEDICAL DOCUMENTATION**

A physician's statement as to the fitness of the employee for the performance of his/her duties may be required at any time before such leave commences, and may be required prior to the employee's return to duty. Further, the Employer may request that the employee submit to a physical examination at the Employer's expense by a physician of the Employer's choice. Such physician shall be Board certified within the appropriate specialty providing such Board certified physician is reasonably available.

### **Section 8.8: RETURN TO WORK**

An employee on such leave shall give notice to his/her Department Head, or designee, at least two (2) weeks but not more than four (4) weeks prior to the employee's intended return to work.

Whenever possible, an employee who has complied with the procedures above shall be returned to his/her former job and shift, following his/her return to duty.

### **Section: 8.9: MILITARY DUTY**

Leaves of absence without pay shall be granted for military duty as required by law as well as any court required activity approved by the County Attorney, which involves the employee in the performance of his/her duties as a "citizen".

## **ARTICLE IX: ASSOCIATION REPRESENTATION**

### **Section 9.1: ANNUAL CONVENTIONS**

The Union shall be allowed to designate up to four (4) delegates to attend the annual conventions of the CSEA as representatives of the Union, upon two (2) weeks' notice to the Department Head.

Attendance at such convention shall be at the expense of the employee(s), except that an employee shall have the right to use accumulated personal or vacation leave for this purpose. The Union shall be allowed a total of ten (10) work days in the aggregate each year of the contract for designated delegates to attend annual conventions of the CSEA without loss of pay. In addition, leave without

loss of pay or leave credits shall be granted to any duly elected or appointed officer or representative of the Unit to attend Regional or Statewide meetings of the Civil Service Employees Association, Inc., or a committee thereof. The leave granted herein shall not exceed an aggregate total of ten (10) working days per year.

### **Section 9.2: UNION BUSINESS**

The Unit President or his/her designee shall be allowed a total of six (6) days per year without loss of pay to conduct union business that cannot be handled on normal off duty time.

### **Section 9.3: ACCESS**

The CSEA Labor Relations Specialist and Insurance Representative shall be allowed access to employees covered hereunder on the Employer's property and during working hours, provided that they shall give reasonable notice concerning his/her arrival to the appropriate Department Head or designee, and provided that they shall not unreasonably interfere with the normal operations of the department to which access is allowed.

### **Section 9.4: CONTRACT ADMINISTRATION**

Employees who are designated or elected for the purpose of addressing grievances or assisting in the administration of this Agreement shall be permitted a reasonable amount of time free from their regular duties without loss of pay to fulfill these obligations, which have as their purpose the maintenance of harmonious and cooperative relations between the Employer and the employee and the uninterrupted operation of government.

The President of the Unit shall be permitted to act as the grievance representative in all formal stages of the grievance procedure after Step 1 without loss of pay, in the event that a grievance cannot be resolved short of Step 2.

## **ARTICLE X: COMPENSATION**

Effective on or about January 1, 2022 all employees on the active payroll as of that date, shall receive a one-time lump sum payment equal to 5% of their straight time FTE earning for 2021 payroll year less all applicable deductions. Employees will be provided the opportunity to defer all or a portion of this lump sum into the tax deferred 457B plan in accordance with plan requirements.

Effective January 1, 2022, each employee's hourly rate and annual salary in effect at that time shall be increased by 2.5%.

Effective January 1, 2023, each employee's hourly rate and annual salary in effect at that time shall be increased by 2.5%.

Effective January 1, 2024, each employee's hourly rate and annual salary in effect at that time shall be increased by 3.0%.

### **Section 10.1: UPGRADES AND DOWNGRADES**

The Employer agrees that it will not downgrade the salary grade in which a particular job classification is placed without bilateral agreement with the Union. The Employer agrees that it will not upgrade the salary grade in which a particular job classification is placed without prior negotiations with the Union. The President of the Wyoming County General Unit (CSEA) shall be notified in writing at least twenty (20) work days in advance of any intended change in salary grade, and shall be given the opportunity to confer with designated representatives of the Employer prior to the implementation of any change. However, it is agreed that the Employer may at its discretion without notification, consultation or bargaining increase the wages of only the following specific titles throughout the life of this Agreement: Registered Professional Nurse, Public Health Nurse, Community Health Nurse, Licensed Practical Nurse, Medical Technologist, Radiologic Technologist, Respiratory Therapist and Physical Therapist.

Those titles listed above shall also include such titles containing prefixes or other descriptions to those listed above (Example: Senior Radiologic Technician or LPN I, LPN II).

### **Section 10.2: SHIFT DIFFERENTIALS**

All employees covered by this Agreement who were employees as of January 1, 1986 shall receive shift differential as it was calculated and paid prior to January 1, 1986, subject to a maximum of \$1.50 per hour and a minimum of \$.85 per hour.

### **Section 10.3:**

All employees hired after January 1, 1986 who are members of the bargaining unit, when entitled to shift differential, shall be paid shift differential at the rate of \$.85 per hour. Part-time employees

working less than 22.5 hours per week or less than .6 of the regular shift in the applicable department, shall not be entitled to shift differential. Payment of shift differential to employees covered by this paragraph shall be made at the specified rates notwithstanding upon which shift the differential is earned.

**Section 10.4:**

Shift differential for all employees in the bargaining unit, shall be paid for any and all hours worked during the evening or night shifts as scheduled. Specifically, shift differential shall not be included in payment for benefit days such as holidays, sick, vacation and/or personal days.

**Section 10.5: STEP INCREMENTS**

Subject to Section 10.8, an employee shall become eligible for a step increment under the Wyoming County Salary Plan on January 1 of each year, if such employee has been continuously employed by the County since prior to January 1, 1971. An employee hired, or rehired after loss of seniority, on or after January 1, 1971, shall become eligible for such an increment upon his/her anniversary date of hire.

**Section 10.6: PROMOTIONS OR REALLOCATIONS**

If an employee is appointed or promoted, or reallocated to a position in a higher grade, he/she shall receive an increase in salary, upon such appointment or promotion, which is equivalent to the full increment payable in the position to which he/she is appointed or promoted, or shall be paid the minimum salary of the grade of the position to which he/she is appointed or promoted, whichever results in the higher annual salary, but shall not be eligible for additional annual increments until promotional, appointment or reallocation anniversaries.

**Section 10.7:**

An employee promoted or reallocated to a higher salary grade who becomes eligible for a step increment under Section 10.1 shall receive such increment in addition to that employee's last annual or hourly salary or wage rate immediately prior to eligibility for such increment.

**Section 10.8:**

An employee promoted or reallocated to a higher salary grade less than one (1) year after receiving a step increment under Section 10.6 shall be placed at an increment in the new grade in accordance with Section 10.7.

**Section 10.9: SALARY INCREMENTS**

Annual salary increments are established to provide orderly salary administration. An employee otherwise eligible for a step increment under Section 10.6 shall receive such increment unless such employee's work has been unsatisfactory during the most recent preceding period required for eligibility, in the opinion of the employee's Department Head. If an employee is due an increment, the pay change will become effective on the beginning of the pay period which commences nearest to the increment date. An employee whose work is unsatisfactory will be reviewed at least once near the midpoint of the employee's current eligibility period by his/her Department Head or other designated Employer representative, and shall be specifically and conscientiously rated and advised upon any deficiencies in all aspects of the job which have an effect on the employee's work record and receipt of the next increment. The employee shall be given an opportunity to demonstrate improved performance, and if denied such increment, shall be provided with the reasons for such denial in writing upon request.

**Section 10.10.1: APPEAL**

An employee shall have the right to appeal the denial of a step increment by utilizing the grievance procedure in Section 4.3 of this Agreement. It is agreed by the parties that this appeal process will end at Step 3 (Chairman of Board of Supervisors) and will not be appealable to Step 4 (arbitration).

**Section 10.10.1.1: RESTORATION OF INCREMENT**

An annual salary increment that was denied pursuant to Section 10.10 of this Agreement will be restored when the employee next achieves a satisfactory evaluation and will be effective in the next payroll period following the satisfactory evaluation. The salary increment restoration shall not be retroactive.



**Section 10.11:**

All part-time employees shall receive increments annually regardless of number of hours worked.

**Section 10.12 OUT-OF-TITLE PAY**

An employee required to work in a job title at a higher pay grade during any particular pay period shall be compensated at the rate of one (1) hour's pay at the substituting employee's current rate of pay for all days worked in the higher grade job title but only if the employee works at least the number of hours equivalent to three (3) full days in the higher grade job title in the particular pay period.

However, staff nurses not participating in the clinical ladder shall be entitled to out-of-title pay commencing with the first day worked in a higher classification on the following units: Acute Two, Acute Three, Acute Four, ICU/PCU, SNF all units, OR/ASU, Discharge Planning covering for the Discharge Coordinator, Mental Health Unit, Emergency Department and Workplace Health Services. (See Section 10.17(b)).

**Section 10.13: HOURLY RATE FOR WCCH CLERICAL EMPLOYEES LISTED ON SCHEDULE A**

The hourly rate of pay for clerical employees on Schedule "A" who are employed at the Hospital shall be computed by dividing the appropriate annual salary by 1820 hours.

**Section 10.14: CDL**

Upon renewal of an employee's commercial driver's license for those employees required to have a commercial driver's license, the County shall pay the cost of the license.

**Section 10.15: DEFERRED COMPENSATION PLAN**

The County agrees to implement and make available a Section 457 Deferred Compensation Plan for all bargaining unit employees who wish to participate in such a plan.

**Section 10.16: COMPENSATION FOR NURSING SERVICES**

a. Compensation for Registered Nurses and Licensed Practical Nurses employed at the Wyoming County Community Hospital, med/surg acute 2, med/surg acute 3, OB/GYN acute 4, CSU acute 2, ICU/PACU acute 2, OR/ASU acute 2, emergency department, mental health nursing services,

workplace health services, cardiac rehabilitation nurses and discharge planning (subject to the terms of this paragraph) shall be governed by the Registered Nurse clinical ladders 1, 2 and 3 and the Licensed Practical Nurse clinical ladders 1 and 2 attached hereto and incorporated in this collective bargaining agreement. The aforementioned clinical ladders shall provide and determine the compensation levels based on requisite qualifications for such compensation for the nursing personnel referred to in this paragraph. The clinical ladder program is optional. In order to be eligible for the clinical ladder program, Registered Nurses and Licensed Practical Nurses in the acute care units as listed above must apply for and be approved for clinical ladder compensation based upon possessing the requisite qualifications as approved by the Director of Nursing and set forth in the Wyoming County Community Hospital Clinical Ladder Policy dated December 17, 2007. Compensation for the clinical ladder will be based on achieving and maintaining criteria established for each level. Nurses who do not wish to apply for and participate in the clinical ladder program will be compensated at the WCCCH schedule Grade 20 rate as per CSEA, Local 1000 AFSCME, AFL-CIO contract.

b. Staff nurses who cover for a nurse manager, head nurse or supervisor in the acute care area of the Hospital are not entitled to out-of-title pay under the terms of this contract since compensation of this nature has been built into the clinical ladders referred to in Section 10.17.

c. Individual pay changes will become effective at the beginning of the next payroll period after the employee's clinical ladder application has been approved. The provisions of this section shall be effective on January 1, 2008.

#### **Section 10.17: THIRD-SHIFT BONUS PAYMENT**

a. A temporary third-shift bonus payment will be available to Registered Nurses and Licensed Practical Nurses who work between the hours of 11:00 p.m. and 7:00 a.m. in the acute care nursing units of med/surg acute 2, med/surg acute 3, OB/GYN acute 4, CSU acute 2, ICU/PCU acute 2, OR/ASU acute 2, emergency department, mental health nursing services, workplace health services, and discharge planning under the terms as set forth in this section. A temporary third-shift bonus payment will also be available to Registered Nurses and Licensed Practical Nurses who work between the hours of 11:00 p.m. and 7:00 a.m. in the Nursing Facility. A third-shift bonus will be paid at the rate of \$.65 per hour in addition to shift differential presently provided under the terms of

Sections 10.3 and 10.4 of this Agreement. However, the combination of shift differential and bonus pay shall not exceed \$1.50 per hour.

b. Regardless of whether a Registered Nurse or Licensed Practical Nurse in the acute care area of the Hospital works any combination of twelve (12) or sixteen (16) hour shifts, the bonus described in this section shall be only for those hours worked between 11:00 p.m. and 7:00 a.m.

c. The third-shift bonus provided in this section is payable only for hours actually worked between 11:00 p.m. and 7:00 a.m. and does not apply, and will not be paid, for hours not actually worked such as holidays, sick days, vacation days and/or personal days.

d. The provisions of this section shall be effective on February 24, 2008.

**Section 10.18: DRIVER SAFETY COURSE:** Any employee required by the County to take a Driver Safety course shall be reimbursed for the registration fee. Wherever possible, the course will be taken on work time.

## **ARTICLE XI: WORK DAY, WORK WEEK, HOLIDAYS, VACATION AND SICK LEAVE**

### **Section 11.1: PAID HOLIDAYS**

All Wyoming County employees shall have the following ten (10) paid holidays per year: New Year's Day, Presidents' Day, One Floating Holiday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. Any such holidays falling on a Sunday shall be observed on the following Monday. Any such holidays falling on a Saturday shall be observed on the preceding Friday. Staggered shift workers, or those who must work on a holiday, shall be given a compensatory day or shall be paid for such day at the election of the employee. Holiday pay shall be for all employees who work the majority of his/her shift on the holiday. When an employee elects a compensatory day, the date of such compensatory day shall be agreed upon between the Employer and the employee, but must be granted by the Employer within thirty (30) days of such request by the employee. Such request shall be made within one (1) year from the time the holiday is earned. Notwithstanding the forgoing, the floating holiday cannot be used in connection with, or adjacent to, an existing holiday or weekend without specific approval of the supervisor, and must be used in the calendar year earned. Employees at the Wyoming County

Community Hospital and Skilled Nursing Facility, who are scheduled to work on weekends, shall observe a holiday on the date upon which such holiday falls.

(a) Any employee in a twenty-four (24) hour service department shall not lose benefit time should said employee be required to work on a particular holiday.

### **Section 11.2: SICK LEAVE**

Sick leave shall be defined as absence for reasons of illness or injury, or dental or medical appointment, of the employee. In addition to sick leave for an employee's personal illness or injury, an employee may use up to five (5) days of his/her accrued sick leave per year for absences from work caused by a non-FMLA illness or injury of a "family member", as "Family Member" term is defined by The Family and Medical Leave Act. The employee's Department Head may require a medical certificate as a condition for such family sick leave use. Other than cases of emergency, sick leave shall be granted by prior arrangement with an employee's Department Head.

a. All full-time employees as of January 1, 1990 who have completed his/her probationary period shall be allowed to accumulate sick leave at the rate of one (1) day per month from his/her original date of hire, to a total of two-hundred ten (210) days.

b. All employees hired on or after January 1, 1990 who have completed his/her probationary period shall be allowed to accumulate sick leave at the rate of 5/6 of a day per month from his/her original date of hire to a total of two-hundred ten (210) days.

c. Any part-time employee budgeted at .6 FTE or above or working 22.5 hours per week or more or at least .6 (six-tenths) of the hours of a regular shift in the applicable department shall be entitled to accumulate sick leave on a prorated basis.

d. Any employee requesting sick leave during three (3) or more consecutive days shall be required to supply his/her own statement, or, at the discretion of the Department Head or the Employer, that of a physician, PA, or NP.

e. When an employee is entitled to Workers' Compensation insurance for any period, such employee may elect to take a portion of his/her sick leave so as to make a full normal pay.

f. An employee who has used up his/her accrued sick leave days must use other leave accruals for subsequent absences.

g. Effective January 1, 1990, eligible bargaining unit employees who do not use sick leave during any consecutive six (6) month period after completing one (1) year of employment shall receive one (1) additional day of vacation for every occurrence of a six (6) month period free of sick time usage. Maximum of up to two (2) in any twelve (12) month period.

### **Section 11.3: DISABILITY LEAVE**

The County shall purchase statutory disability insurance (hereinafter referred to as the “plan”). The plan only covers employees who are disabled by an off-the-job injury or illness. Employee contribution levels to the plan shall be in accordance with New York State Statutory limits (i.e., 60 cents per week corresponding with the Supervisory Unit’s level of contribution).

An employee who is disabled by a non-occupational illness or injury may apply to his/her Department Head for a disability leave with New York State disability benefits. Approval of such requests shall not be unreasonably denied.

The plan shall be primary prior to use of any earned sick leave accruals, which may be used to supplement statutory benefits. The employee’s earned sick leave accruals will be utilized to supplement the plan and to provide the employee within 2.0% of a full week’s wage. However, in no case, shall the combined use of sick leave accruals and the plan exceed an employee’s average weekly salary.

Benefits begin on the eighth consecutive day of disability. The employee must file his/her claim within thirty (30) days from the onset of said disability or no benefit will be received.

The County shall establish a separate account with sufficient funds to pay any incurred expenses experienced by participation in the plan.

The County agrees to offer benefits currently mandated by the New York State Insurance Law governing group insurance contracts in New York State and any benefit enhancement as by law.

Disputes arising from this Memorandum are subject to the grievance procedure as outlined in this Agreement.

**Section 11.4(a): BEREAVEMENT LEAVE**

Bereavement leave not exceeding three (3) days per death shall be granted by a Department Head on account of the death of a parent, step-parent, brother, brother-in-law, sister, sister-in-law, spouse, significant other, child, step-child or an employee's spouse's parents or step-parents, employee's grandparents or grandchildren, or great grandparents. Bereavement leave must be used within the week after the death or within one week of the service (either before and/or after service). An employee on an unpaid leave of absence shall not be eligible for paid bereavement leave.

**Section 11.4(b): FAMILY SICK LEAVE**

Family sick leave shall be synonymous with the corresponding provisions of the Family and Medical Leave Act (FMLA). If the leave is for personal sickness of the employee, sick leave, compensatory time, personal and vacation time shall be used in that order during such leave. If the leave is for reasons other than sickness of the employee, sick leave not to exceed five (5) days, compensatory time, personal and vacation time shall be used in that order during the leave.

**Section 11.5: PERSONAL LEAVE**

All employees of the Employer as of January 1, 1989 covered herein shall receive four (4) personal days per year on his/her anniversary date of hire.

Any employee hired after January 1, 1989 shall receive two (2) personal leave days per year. Such employee hired after January 1, 1989 shall be entitled to use one (1) personal leave day immediately and the second (2<sup>nd</sup>) day after six (6) months of service. After completion of one (1) year of service, an employee hired after January 1, 1989 shall be granted two (2) personal leave days on his/her anniversary date of hire. One (1) additional day shall be granted upon an employee's anniversary date for his/her eight (8) years of service and one (1) additional day shall be granted for his/her anniversary for twelve (12) years of service for a total of four (4) personal leave days.

To be eligible for compensation under this Section, an employee must give at least forty-eight (48) hours notification of intent to use a personal leave day, unless due to the emergency nature of the reason for leave it is impossible to give such notice. In any event, an employee must so notify his/her Department Head at least one (1) hour before his scheduled starting time.

No such personal leave shall be taken on a holiday or on a day before or on a day after a holiday or vacation day, or on a weekend, without prior consent of the employee's Department Head. An employee shall receive no payment for unused personal leave upon any type of termination.

**Section 11.6(a): WORKDAY/WORK WEEK**

The following are the work week hours for the particular Department shown:

40 hours	Highway non-office Buildings & Grounds non-office
37 ½ hours	Health System
35 hours	Highway Department Office Board of Elections Board of Supervisors Buildings & Grounds office Building Codes Human Resource County Clerk Department of Motor Vehicles Economic Development Emergency Services Fire & Building Codes Historian Mental Health Office for the Aging Probation Department Public Defender Public Health ( <b>*except those noted below</b> ) Real Property Tax Service Records Retention Social Services Treasurer's Office Veterans Service Office Workers Compensation/Health Care Youth Bureau

**\*RPNs within Public Health work a forty (40) hour week.**

**Section 11.6(b): OVERTIME PAY**

Each full-time employee in the bargaining unit shall be compensated at the rate of time and one-half (1-1/2) his/her regular hourly rate of pay for all hours worked over eight (8) in any work day or forty (40) in any work week, subject to all provisions of this Article. Each part-time employee in the bargaining unit shall be compensated at a rate of time and one-half (1-1/2) his/her regular hourly rate of pay for all hours over forty (40) in a week. All paid leave excluding sick leave and vacation leave shall be counted as time worked in the computation of overtime.

Overtime work must be authorized in advance by the appropriate Department Head or designee, whenever possible.

Hours normally worked will not be altered to avoid the payment of overtime. When an employee is required to work two (2) consecutive shifts, such employee shall, for the second shift, be compensated at time and one-half (1-1/2) his/her regular hourly rate or compensatory time off at one and one-half (1-1/2), at that Employer's discretion. Such time or compensation must be used or taken by the employee before the end of the month following the month in which it was accrued.

**Section 11.6(c): COMPENSATORY TIME**

Compensatory time is understood to be any time worked as authorized by the Employer in excess of a forty (40) hour work week. For those employees working either a thirty-five (35) or thirty-seven and one-half (37.5) hour work week: those hours worked up to the forty (40) hour statutory limit, accrue at straight time (hour for hour). Hours accrued in excess of the forty (40) hour work week, accrue at the overtime rate of time and one-half.

Accrued compensatory (comp) time must be used or taken by the employee before the end of the month following the month in which it was accrued. It is the responsibility of the Employer in consultation with the employee, to schedule the time off for the employee within the above time frame. (Example: An employee accrues 2.75 hours of comp time in April of 2001; the employee then should be scheduled off duty 2.75 hours utilizing his/her comp time by the end of May 2001).

An employee denied the opportunity to take or use his/her accrued comp time within the required time frame, as a result of staffing, workload or other valid reasons as determined by the Employer, shall be paid for his/her accrued time at the overtime rate of time and one-half. Payments shall be



made during the first full payroll period following the end of the month in which the comp time should have been utilized.

All paid leave excluding sick leave and vacation leave shall be counted as time worked in the computation of compensatory time.

Where a Department work week is less than forty (40) hours per week, the employee shall receive straight time or compensatory time at the Employer's discretion. Such time to be computed at time and one-half (1-1/2) for hours in excess of eight (8) hours per day.

**Section 11.6(d): EARNED DAY OFF**

The Earned Day Off Program as it currently exists (12/95) at the Department of Social Services is hereby incorporated into and made a part of this Agreement, and applies to the Department of Social Services only. The Earned Day Off Program shall in no way effect management's rights as set forth in Article II, with the exception of the assurance of the existence of an Earned Day Off Program.

**Section 11.6(e): RECALL PAY**

An employee who is called to work outside of his/her normal working hours shall be guaranteed at least four (4) hours pay and four (4) hours work. Management will not assign menial or make-work to fill out the four (4) hours referred to herein. This section does not apply for early call-outs of less than four (4) hours before the start of the regular shift.

**Section 11.6(f): ON-CALL PAY**

Employees in the Child Protective Unit and Public Health Department who are required to be on-call shall receive Two Dollars (\$2.00) for each hour that the employee is on on-call status per week day, and Two Dollars and Fifty cents (\$2.50) per hour for each hour that the employee is on on-call status per weekend day or holiday. An employee who is on on-call, and is called in, shall be paid for the time worked in addition to the on-call status fee set forth herein. If called to work, such person shall receive a minimum of two (2) hours at his/her regular hourly rate.

**Section 11.6 (g):**

An employee at the Hospital who is required to standby for call-in work shall receive two dollars (\$2.00) for each hour that the employee is on standby status per weekday, and two dollars and fifty

cents (\$2.50) per hour for each hour that the employee is on standby status per weekend day and holiday. If called into work, such person shall receive a minimum of two (2) hour's pay at his/her regular hourly rate.

**Section 11.6 (h): Hospital Information Technology Employee Stand By and Call-In**

An employee of the Hospital Information Technology Department who is required to standby for call-in work shall receive two dollars (\$2.00) for each hour that the employee is on standby status per weekday, and two dollars and fifty cents (\$2.50) per hour for each hour that the employee is on standby status per weekend day and holiday. If an employee of the Hospital information technology department is called while on stand-by and can remedy the issue remotely without requiring them to physically return to the facility, such employee shall receive a minimum of .25 hours regular hourly rate. If in the event the remedy requires greater than .25 hours resolving the issue they shall be paid for all time worked.

In the event an employee of the Hospital Information Technology Department is called into work while on stand-by status, requiring them to come into the facility, such employee shall receive a minimum of two hours pay at his/her regular hourly rate. If in the event the remedy requires greater than two hours resolving the issue they shall be paid for all time worked.

**Section 11.7(a): VACATION LEAVE**

a. A basic vacation leave shall be allowed to each full-time employee who was hired before January 1, 1990, and who has completed twelve (12) months of continuous service from his/her original date of hire, consisting of one (1) day per month, which is accrued on a bi-weekly basis, and accruing up to a total not to exceed fifty (50) days. Completion of twelve (12) months of continuous service is a pre-condition to the taking of any vacation leave.

b. A basic vacation leave shall be allowed to each full-time employee who was hired on or after January 1, 1990, and who has completed twelve (12) months of continuous service from his or her original date of hire, consisting of 5/6 of a day per month, which is accrued on a bi-weekly basis, and accruing up to a total not to exceed fifty (50) days. Completion of twelve (12) months of continuous service is a pre-condition to the taking of any vacation leave.

c. A part time employee budgeted at .6 FTE or above or working 22.5 hours or more per week or at least .6 (six-tenths) of the hours of a regular shift in the applicable department, shall be entitled to a

prorated vacation benefit. Such proration shall be based upon the employee's date of hire as set forth in (a) and (b) above.

An employee shall take his/her vacation at a time mutually agreed with the employee's Department Head, and/or Senior Manager, or designee. For the purposes of this section, block vacation shall be defined as five (5) or more consecutive days.

#### **Section 11.7(b): BLOCK VACATION BIDDING**

By March 1 of each year, each employee who wishes to exercise his/her seniority to bid block vacation for the period April 1 through September 30 shall submit such request in writing to his/her Department Head. No later than March 15, the Department Head, Senior Manager, or designee, shall notify the employee as to whether or not his/her request has been granted. Similarly, by September 1 of each year, each employee who wishes to exercise his/her seniority to bid block vacation for the period October 1 through March 30 shall submit such request in writing to his/her Department Head, Senior Manager, or designee. No later than September 15, the Department Head, Senior Manager, or designee, shall notify the employee as to whether or not his/her request has been granted. In the event that more employees request the same block vacation time than can be reasonably spared for operating reasons, block vacation will be granted to employees in the order of seniority. If periods of five (5) days or more remain open after March 15, and September 15, such block time may be requested pursuant to the short term vacation procedure. Where optimum performance of services and efficient operation will not be adversely affected, eligible employees shall be allowed to take two (2) weeks in succession.

#### **Section 11.7(c): VACATIONS OF LESS THAN 5 DAYS**

For short-term vacations of less than five (5) days, employees shall request such day(s) no more than thirty (30) and no less than three (3) days in advance, in writing to the Department Head or Senior Manager. The Department Head/Senior Manager, or designee, shall issue a timely response within two (2) days of the request. Failure to respond within the aforementioned two (2) days will constitute consent to the use of the requested time. The granting of short-term vacation leave will be done on the basis of first come, first served. Vacation credits may be used in such units of time as the Appointing Authority may approve, but the Appointing Authority shall not require that vacation credits be used in minimum units less than one-quarter (1/4) hour. For the use of less than three (3) consecutive vacation leave days (in minimum increments of one (1) hour), employees shall give as

much notice as possible. Based on operational needs of the Department, it is understood that the request for vacation leave may or may not be granted. In the event of an emergency situation, the employee shall, within one-half (1/2) hour of his/her designated start time, provide notice to the Department electing his/her choice of Personal Leave, Vacation Leave or Compensatory Time. Upon return to duty, the employee shall briefly describe the nature of the emergency on the "Request to Use Benefit Day" form.

**Section 11.7(d): ADDITIONAL VACATION BASED ON LENGTH OF SERVICE**

Eligible bargaining unit employees shall also be allowed additional vacation based on length of serve in accordance with the following schedule:

<b><u>CONTINUOUS YEARS</u></b>	<b><u>DAYS IN ADDITION TO BASIC VACATION</u></b>	<b><u>MAXIMUM ACCRUAL</u></b>
10 years	5 working days	55 working days
15 years	10 working days	60 working days

Additional vacation provided by this section shall be taken under the same terms and conditions as basic vacation.

A bargaining unit employee who resigns or otherwise terminates his/her employment with the Employer, upon completing twelve (12) months of continuous active (on the payroll) service, and upon provision of 10 working days' written notice, and except dismissal for just cause, shall be entitled to the monetary value of accrued and unused vacation time, or time allowance granted in lieu of overtime compensation, standing to his/her credit at the time of his/her separation from employment. In case of death in service, the same shall be paid to the legal representative(s) of his/her estate or to his/her beneficiaries, as permitted by law.

**Section 11.8: LONGEVITY PAY**

The Employer agrees to continue longevity pay increments to be awarded each year to all qualified employees, longevity pay to be awarded for length of time in County service in addition to scheduled increments and other special salary raises, if any, according to the following schedules:

Effective January 1, 2022:

<u>Consecutive Years of Service</u>	<u>Total Per Annum</u>
10	\$500
15	\$625
20	\$750
25	\$875
30	\$1000

Longevity pay shall be awarded to qualified employees commencing with the first pay period following qualification, said payment in the first year of qualification to be prorated over the remaining pay periods in the calendar year to constitute the full amount of the payment. In subsequent years of qualification, the payment shall be prorated over the entire calendar year.

Alternatively, and until January 1, 2018, the employee may elect to receive the payment in a lump sum in the first pay period in December, providing appropriate notice of such election is given to the employee's Department Head by December 15th of the prior calendar year. Effective January 1, 2018, the option to take longevity pay in a lump sum shall be eliminated in consideration for the above January 1, 2018 and January 1, 2020 increases in the longevity pay amounts.

Consecutive service shall mean continuous and uninterrupted employment for the County of Wyoming, except that no person shall be disqualified by absences which are bona fide sick leave, military leave, sabbatical leave, or leave of absence granted by the appropriate Department Head. In addition, a pro rata increment pay shall be awarded to all part-time employees. An employee shall be qualified for the increment herein granted in the calendar year in which his/her employment reached the necessary span of years to qualify.

#### **Section 11.9: MILEAGE REIMBURSEMENT**

The Employer shall reimburse County employees for mileage, when entitled thereto, at a rate authorized as a deduction for business mileage by the Internal Revenue Service. Any change in the rate of mileage reimbursement will be effective either on the announcement date of retroactive change by the Internal Revenue Service or on the effective date of any prospectively announced change by the Internal Revenue Service, whichever is later.

### **Section 11.10: BUY-BACK OF BENEFIT DAYS**

All bargaining unit employees shall be entitled to tender to the Employer, for cash payment, twelve (12) benefit days per year according to the terms of this paragraph. During March, June, September and December of each year, an eligible employee may at the employee's option tender a benefit day to the Employer and shall receive payment for such day. Days may be tendered in each of the four (4) months specified, not to exceed the maximum permitted. The tendered benefit days under this provision shall not exceed twelve (12) per employee per year. For purposes of this subparagraph, benefit days shall include holidays and vacation days.

## **ARTICLE XII: HEALTH INSURANCE AND PENSIONS**

### **Section 12.1(a):**

The County agrees to continue to provide eligible unit members and his/her eligible dependents with health care coverage through the current plan, or any replacement plan with substantially equivalent benefits when viewed as a whole. The County and CSEA shall continue to participate in a joint task force to address issues related to health and dental insurance coverage.

A. Blue Cross/Blue Shield High Deductible Health Plan with Health Reimbursement Account. The employee shall contribute to the High Deductible Health Plan premium in accordance with Section 12.1(b). The County will contribute on an annual basis an amount equal to the plan deductible (based on single/non-single coverage) to a Health Reimbursement Account for each bargaining unit employee enrolled in this Plan in accordance with his/her FTE. Any unused amounts in the Health Reimbursement Account at the end of each plan year shall be forfeited.

**OPEN ENROLLMENT:** Open enrollment will be decided by the health insurance joint task group and posted on the CSEA bulletin boards by January 1 of each year.

### **Section 12.1(b): HEALTH INSURANCE COSTS**

The employer will pay 100% of the cost of single or family health insurance coverage for full-time employees hired on or before August 31, 1990.

Full-time employees hired on or after September 1, 1990 shall contribute toward his/her health insurance on the following basis:

**Single Policy:** Eight percent (8%) of the premium rate of whichever health insurance plan is selected by the employee.

**Family Policy:** Twenty percent (20%) of the premium rate of whichever health insurance plan is selected by the employee.

**Dental Insurance:** All employees who elect dental coverage shall contribute 100% towards the cost of dental insurance.

Full-time employees hired on or after January 1, 2022 shall contribute toward his/her health insurance on the following basis, only after the parties have reached agreement on a new plan to be provided to WCCHS Clinic employees consistent with the letter dated December 10, 2021 appended to this agreement:

**Single Policy:** Ten percent (10%) of the premium rate of whichever health insurance plan is selected by the employee.

**Family Policy:** Twenty Five percent (25%) of the premium rate of whichever health insurance plan is selected by the employee.

**Section 12.1(c): HEALTH INSURANCE COSTS / PART-TIME**

i. Part-time employees hired on or before August 31, 1990 shall be entitled to prorated health insurance benefits as long as they are either budgeted at .6 FTE or higher or his/her average hours worked places them at six tenths of the normal departmental work week or higher, or they qualify as a .6 FTE or higher in accordance with the formula described in 13.1(b).

ii. Part-time employees hired on or after September 1, 1990, who meet the criteria in paragraph (i) above, shall also be subject to the co-pay provision contained in Section 12.1(b).

Part-time employees hired on or after January 1, 2022, who meet the criteria in paragraph (i) above, shall also be subject to the co-pay provision contained in Section 12.1(b).

However, in the event that the Family Medical Leave Act requires the Employer to pay for employees described in 12.1(c)(iii), CSEA agrees to renegotiate the impact of such requirement.

**Section 12.1(d): HEALTH INSURANCE BUYOUT**

Any employee who is eligible for health insurance shall be eligible for a health insurance buyout payment in accordance with this Section. The buyout payment values for eligible full-time employees shall be \$750 for single coverage and \$1,000 for family coverage. The health insurance buyout payments for eligible part-time employees who are budgeted at .6 FTE, or who achieve .6 FTE in accordance with Section 13, shall be on a prorated basis.

Effective beginning with the July 1, 2017 – June 30, 2018 buyout “fiscal year” period, the above buyout amounts for eligible full-time employees shall be increased to \$850 for single coverage and to \$1,100 for family coverage. The health insurance buyout payments for eligible part-time employees who are budgeted at .6 FTE, or who achieve .6 FTE, in accordance with Section 13, shall continue to be on a prorated basis.

Effective with any new buyouts occurring on or after the June 13, 2017 effective date of ratification of this Agreement by the Wyoming County Board of Supervisors, to qualify for the health insurance buyout, the employee must be covered under a group health insurance plan other than Wyoming County’s.

Payment under the terms of this Section shall be made in the first full pay period of July and shall be prorated to an amount equivalent for the number of months for which coverage is not provided. Each request for a health insurance buyout under this Section shall be in writing and submitted to the County Insurance Office according to the procedure established by that Office, and of which each employee shall be fully notified. That procedure shall include providing proof of other health insurance coverage.

**PRE-TAX CONTRIBUTIONS:** CSEA and the County agree that any premium contributions toward health insurance shall be done on a pre-tax basis by establishing a flexible spending account.

**Section 12.2: RETIREMENT BENEFITS**

The County agrees to continue to provide retirement benefits under the existing New York State Retirement System Plans as presently constituted. The County also agrees to pay the cost of two riders to the retirement program available under the New York State Employees Retirement System, consisting of: (1) the application of unused sick leave as additional service credit upon retirement,



and (2) a guaranteed minimum death benefit of three (3) times the employee's annual rate of pay not to exceed the statutory limit. Notwithstanding the above provisions of this Article, the County and CSEA understand that Tiers 5 and 6 of the Retirement System shall be, and have been, implemented for those employees with Retirement System membership dates occurring on or after January 1, 2010. Such additional Tiers, if any, that may be mandated by State legislation shall also be implemented.

County employees retiring or on leave of absence without pay have the option to remain in the group insurance at their own cost, if permitted under the regulations of the insurance carrier. Any employee who upon retirement has accrued at least 90 days of sick leave shall be entitled to continuation of insurance coverage for a period equal to the number of accrued sick leave days not to exceed 210 days. However, and with regard to retirements occurring on or after the June 13, 2017 effective date of ratification of this Agreement by the Wyoming County Board of Supervisors, the period of continued health insurance coverage in retirement for an employee who upon retirement has accrued at least 90 days of sick leave shall be calculated as follows:

Unused Sick Leave at Retirement

Conversion Rate

Days 90-130 days

1 day of continued coverage for each day of unused sick leave

Days 131-170

1.25 days of continued coverage for each day of unused sick leave

Days 171-210

1.50 days of continued coverage for each day of unused sick leave

Examples:

An employee with 100 days of unused sick leave at retirement would be credited with 100 days of continued coverage, i.e.,  $100 \times 1 = 100$ .

An employee with 160 days of unused sick leave at retirement would be credited with 200 days of continued coverage, i.e.,  $160 \times 1.25 = 200$ .

An employee with 200 days of unused sick leave at retirement would be credited with 300 days of continued coverage, i.e.,  $200 \times 1.5 = 300$ .

### **Section 12.3: COMPENSATION FOR USE OF PERSONAL VEHICLE FOR COUNTY BUSINESS**

An employee who actually incurs a higher rate for liability insurance because the employee is required to use a personal car on County business shall be entitled to payment of such additional cost in accordance with the following procedure: The employee shall obtain certification from the appropriate Department Head that the personal car is required for use for County business. The employee shall submit certification together with a letter from his/her insurance carrier specifying the additional premium to a designated County Insurance Representative for approval.

## **ARTICLE XIII: PART TIME EMPLOYEES**

### **Section 13.1(a): BENEFIT ELIGIBILITY:**

Part-time employees who are budgeted at .6 FTE or above, or working 22.5 hours or more per week, or at least .6 (six-tenths) of the hours of a regular shift in the applicable department, shall be entitled to all benefits enjoyed by full-time employees on a prorated basis at no less than their budgeted hours. However, in the event they work more than their budgeted hours the provisions (formula) of Section 13.1(b) shall apply. Additionally, prorated benefits shall only be done on a full one-tenth of an FTE (.1) FTE.

### **Section 13.1(b): CALCULATION OF PRORATED BENEFIT TIME**

The prorated amount shall be determined by the ratio of the total number of hours worked in the Department to the normal work week within such employee's department multiplied by 52, but in no case shall the normal work week for this purpose be construed to be greater than forty (40) hours. The total number of hours worked by the employee in the Department in the previous year shall be used to determine the number of hours worked for the purpose of calculating prorated benefits. Vacation Leave, Sick Leave, Personal Leave, and Compensatory Time will be considered as time worked for the purpose of calculating prorated benefits.

### **Section 13.1(c):**

For the purposes of this Article 13, prorated benefits for the first year of employment shall be based upon the FTE at which the part-time employee was hired.

### **Section 13.1(d): AUDIT OF HOURS WORKED**

By January thirty-first of each year, the Employer shall audit each part-time employee's (with a budgeted FTE of .6 or above) hours for the previous fiscal year in accordance with Section 13.1(b). Once the proper FTE has been calculated for each part-time employee (with a budgeted FTE of .6 or above), those employees shall be notified, in writing, as to their benefit level for the following year. Such benefits shall accrue to eligible part-time employees (with a budgeted FTE of .6 or above) retroactively to January 1st of each subsequent year.

## **ARTICLE XIV: CREDIT UNION**

### **Section 14.1:**

Upon receipt of a suitable written authorization, the Employer shall deduct from the wages of an employee, and shall remit to a properly constituted Credit Union, designated amounts from each paycheck in which the authorization is effective. The employee shall designate such amount only in five (\$5) dollar increments and the authorization shall be effective for at least six months or such longer period as required by law.

### **Section 14.2:**

In the event of a claim or suit against the County arising under this Article, the Union shall hold the County harmless for all penalties, damages, and expenses in connection therewith. The County shall not be liable in any manner for the operation of the Credit Union.

## **ARTICLE XV: MISCELLANEOUS**

### **Section 15.1: MINIMUM RATES OF PAY**

Management shall have the sole discretion to place a newly hired employee into the wage progression at any step it decides is appropriate.

### **Section 15.2: PERSONNEL FILE REVIEW**

Upon at least five (5) calendar days' advance written notice to the appropriate Department Head, an employee shall be entitled to review his/her personnel file in the presence of an appropriate representative of the County, to the extent provided by law. No adverse comment by an Employer representative concerning the employee's performance in his/her job shall be placed in the

employee's personnel file without notification to the employee. Adverse comments, excluding disciplinary actions, concerning the employee's performance in his/her job may not be considered in connection with discipline after a period of eighteen (18) months. Upon written request, an adverse comment contained in the requesting employee's personnel file which is more than eighteen (18) months old shall be removed.

**Section 15.3:**

To the extent that the Wyoming County Salary Plan presently in effect is inconsistent with the express terms of the Agreement, the terms of this Agreement shall prevail as to those employees within the bargaining unit described in Article I.

**Section 15.4: EMERGENCY HIRES**

The Employer shall notify the CSEA Unit President in writing of all jobs filled on an emergency basis.

**Section 15.5: VISION PLAN AND REIMBURSEMENT FOR SAFETY GLASSES**

The County will make the CSEA vision care plan available for all bargaining unit employees at employee expense (including administration fees) through payroll deduction, subject to appropriate agreements relating to implementation of the plan including: a hold harmless in favor of Employer, Employer responsibility limited to making deductions in accordance with employees' elections, mutually agreed upon election and notice procedures, and mutually agreeable contract documents.

The County will provide reimbursement for prescription safety glasses to all full-time permanent employees who are required by their job to wear safety glasses in an amount not to exceed \$150 every two years. Effective upon the June 13, 2017 date of ratification of this Agreement by the Wyoming County Board of Supervisors, said amount shall be increased to a maximum of \$250 every two years. The employee is required to furnish the County with a new written prescription for the prescription safety eyeglasses and a receipt for the purchase.

**Section 15.6: PUBLIC HEALTH VEHICLES**

The employer agrees to negotiate the terms and impact regarding the employer's use of or phasing out of providing vehicles during the term of this Agreement. Nothing herein shall prevent the County from phasing out county motor vehicles for Public Health Nurses. Public Health Nurses shall be

compensated at the IRS rate for use of his/her private vehicles for official business. Any actions by the Employer shall not place any undue hardship upon the affected employee.

#### **Section 15.7: UNIFORM & SAFETY SHOE MAINTENANCE AND ALLOWANCE**

Non-office employees of the Highway Department, Maintenance Department (Buildings and Grounds) and Hospital Maintenance Department covered under this contract shall be reimbursed for the purchase of work related apparel not to exceed \$400 per year. This amount will be prorated for regular part-time non-office employees in those three departments based on the average number of hours worked the previous year. In order to receive reimbursement, the employee must provide proof of purchase and a receipt for the purchase.

#### **ARTICLE XVI: HOSPITAL MAINTENANCE & SECURITY**

The County will agree to up-grade all employees classified as Building Maintenance Workers on WCCHS schedule from Grade 9 to Grade 14B with the additional duties and applicable training for security responsibilities upon ratification. These additional job duties and responsibilities will be incorporated into the job duty statement for this classification and all employees in this classification will be required to take the training and perform these additional tasks.

The Parties also agree to explore educational opportunities for Building Maintenance Workers in both the WCCHS and Schedule A as discussed in these negotiations for a successor agreement.

#### **ARTICLE XVII: WYOMING COUNTY COMMUNITY HEALTH SYSTEM (WCCHS) – FAMILY MEDICINE CLINICS**

Effective upon successful ratification of the 2022 successor Collective Bargaining Agreement the parties have agreed that employees currently in job titles consistent and traditionally represented by the Union working in (WCCHS) Family Medicine Clinics will be voluntarily recognized for representation by the Union. These employees formally listed under work schedule “X” will now have their terms and conditions of employment under the provisions of this agreement.

#### **Section 17.1: ANNUAL/VACATION LEAVE**

All full-time (WCCHS) Family Medicine Clinics employees shall be granted annual vacation leave in accordance with the following schedule, to a maximum of sixty (60) days:

After completing 1 year	5 Days
After completing 2-5 years	10 Days
After completing 6-10 years	15 Days
After completing 10+ years	15 Days

Part-time (WCCHS) Family Medicine Clinics employees 0.6 FTE and above shall granted vacation on a pro-rated basis.

Vacation day requests for all (WCCHS) Family Medicine Clinics employees, must be approved by the Clinic Manager, CEO or Designee (whichever is the immediate supervisor).

Department Managers will make every effort to insure that the work of the department is responsibly attended during their absence and to supply contact information to their immediate supervisor during leave.

Any employee who is laid off, retires, or resigns; shall receive payment for earned annual vacation leave if the employee gives 10 working days' notice to the Senior Manager or CEO or Designee. All annual leave shall be paid at the employee's current rate at separation.

(WCCHS) Family Medicine Clinics employees, who have accrued at least 90% of the maximum allowed, shall be permitted to receive vacation pay without taking vacation for which they are eligible up to a maximum of 5 days in any fiscal year. Employees must submit the request to tender benefit time to their Senior Manager; Senior Managers must submit the request to tender benefit time to the CEO or Designee; CEO must submit the request to tender benefit time to the President of the Board of Managers. The required amount of accrued hours for a 40 hour/week employee is 432 hours. Upon approval the Senior Manager or CEO will submit the request to payroll.

AT NO TIME shall any employee receive more than 60 days of vacation leave pay at separation of employment with Wyoming County.

### **Section 17.2: HOLIDAYS**

(WCCHS) Family Medicine Clinics employees shall have the following six (6) paid holidays per year: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and

Christmas Day. Any such holidays falling on a Sunday shall be observed on the following Monday. Any such holidays falling on a Saturday, shall be observed on the preceding Friday. A Holiday must be taken on the day it is recognized and be paid in the pay-period it falls. Holidays cannot be accrued and will not be paid out upon separation of employment.

### **Section 17.3: PERSONAL DAYS**

Full-time (WCCHS) Family Medicine Clinics employees with one (1) year of service or greater employees shall earn three (3) personal leave days per year. Part Time employees with a 0.6 FTE or greater will accumulate personal days on a pro-rated basis. Part Time employees with less than 0.6 FTE shall not receive personal days. Unused personal days cannot be carried over into the following anniversary year. In no case, shall unused personal leave be exchanged for cash upon the separation from County Service.

### **Section 17.4: SICK LEAVE**

Sick leave shall be defined as absence for reasons of illness/injury, or dental/medical appointment for the employee.

All full time employees shall (WCCHS) Family Medicine Clinics accrue annual sick leave biweekly based on four (4) days per calendar year following upon successful completion of the six (6) months probationary period to a total one hundred (100) days. Part-Time employees with a 0.6 FTE or greater shall receive sick days be on a pro-rated basis.

Any employee requesting sick leave during three (3) or more consecutive days shall be required to supply a letter from a physician licensed under Article 131 of the Education Law. Where an employee is entitled to compensation insurance for any period, such employee may elect to take a portion of his sick leave to make a full normal pay.

Other than cases of emergency, medical or dental appointment, sick leave shall be granted by prior arrangement with the CEO, Designee or Sr. Manager.

Accrued sick time credit can be applied to an employee's service credit at retirement under the provisions of Section 41J of the Retirement Law.

### **Section 17.5: HEALTH INSURANCE**

The employer will pay 80% of the cost of single health insurance coverage and 60% of the cost of family health insurance coverage for (WCCHS) Family Medicine Clinics employees who are eligible for employer provided medical benefits. Premiums will be deducted over 24 pay periods per year on a pre-tax basis.

The parties further agree that it will work to implement lower cost Health Care options for these employees and offer a special off cycle open enrollment opportunity for these employees as well as offering a opt out opportunity.

## **ARTICLE XVIII: BARGAINING AND ENTIRE AGREEMENT**

### **Section 18.1:**

The County and the Union acknowledge that during negotiations resulting in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from collective negotiations, and each of the parties releases and relinquishes the right to require the other to bargain with respect to any and all matters which this Agreement is intended to cover.

### **Section 18.2:**

This document constitutes the entire agreement between the parties, and no verbal statement or other agreement in whatever form, except an amendment to this Agreement in written form, and annexed hereto, shall supersede or vary any of the provisions herein contained.

## **ARTICLE XIX: OTHER LAWS AND SAVINGS CLAUSE**

### **Section 19.1:**

The Public Employees' Fair Employment Act, the Civil Service Law and the Local Laws of the County of Wyoming which are not inconsistent with this Agreement, shall govern the terms of this Agreement.

This Agreement shall supersede any rules, regulations, or practices of the Employer which shall be contrary to or inconsistent with its expressed terms. If any clause or provision of this Agreement is determined to be illegal, unenforceable, or null and void, by any tribunal of competent jurisdiction, such determination shall not affect any other clause or provision hereof or give any right to either party to negotiate or renegotiate any part of this Agreement.



It is hereby understood and agreed that this Agreement and each and every part thereof is subject to the provisions of the New York State Civil Service Law, any valid rules and regulations of the Civil Service/Human Resource Director and shall be construed and enforced only to the extent allowable and within the limits of the Law, as if such Law were a specified amendment to this Agreement. The application of the Law to this Agreement which results in any change shall in no way give rise to any right by either party to renegotiate any part or all of this Agreement.

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

## **ARTICLE XX: TERMINATION AND MODIFICATION**

### **Section 20.1:**

This Agreement shall be effective as of the first day of January 2021 and continue in full force and effect until the 31<sup>st</sup> day of December 2024.

a. If either party desires to terminate this Agreement, it shall, one hundred eighty (180) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, this Agreement shall continue in effect from year to year thereafter, subject to written notice of termination by either party one hundred eighty (180) days prior to the then current year's termination date.

b. If either party shall, one hundred eighty (180) days prior to the termination date of any subsequent termination date, give written notice of amendment, the notice shall set forth the nature of the amendment or amendments desired. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

c. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to the President of the Union and if to the Employer, to the Wyoming County Board of Supervisors, Wyoming County Government Center, Warsaw, New York 14569 or

to any such address as the Union or the Employer may make available to each other. During negotiations, all benefits will remain in effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the \_\_\_\_ day of \_\_\_\_\_ 2022.

**FOR THE UNION**

**FOR THE EMPLOYER**

s/Lynn Miller, CSEA Labor Relations Specialist	s/Rebecca Ryan, Chair, Board Supervisors
s/ Celeste Bzduch, Local Unit President	s/ Daniel J. Farberman, Human Resources Director
s/ Nate Bzduch, Local Unit Vice President	s/John R. Ford Esq., Deputy Human Resources Director

## **ADDENDUM “A”**

### **Employees to be excluded from the bargaining unit:**

All per diem, seasonal, substitute and temporary employees  
Part time employees budgeted at .59 and below full time equivalent (FTE)  
Administrative Assistant  
Administrative Indigent Defender  
Administrative Secretary  
Alzheimers Caregiver Coordinator  
Animal Control Assistant  
Animal Control Officer  
Assistant County Attorney  
Assistant County Historian  
Assistant Director of Finance  
Assistant Director of Nursing  
Assistant Director of Nursing (Acute)  
Assistant Director of Nursing (N.F.)  
Assistant Director of Outpatient Services  
Assistant Director of Veteran’s Services  
Assistant District Attorney  
Assistant Public Defender  
Assessor  
Biomedical Supervisor  
Budget Officer  
Building Inspector  
Chief Operating Officer  
Civil Service Commissioner  
Clerk of the Board of Supervisors  
Clinical Documentation Improvement Coordinator  
Clinical Office Manager  
Code Enforcement Officer  
Commissioner of Elections  
Commissioner of Public Health  
Commissioner of Social Services  
County Attorney  
County Clerk  
County Fire Coordinator  
County Highway Superintendent  
County Historian  
County Planner  
County Records Manager  
County Treasurer  
Deputy Budget Officer  
Deputy Clerk of the Board of Supervisors  
Deputy Commissioner (Board of Election)  
Deputy County Clerk  
Deputy County Highway Superintendent  
Deputy County Treasurer

## **ADDENDUM “A” (continued)**

Deputy Director of Aging  
Deputy Fire Coordinator  
Director of Aging and Youth  
Director of Behavioral Health Services  
Director of Children and Family Services  
Director of Community Services  
Director of Emergency Services  
Director of Environmental Health  
Director of Fire and Emergency Management  
Director of Healthcare Information Services  
Director of Information Technology  
Director of Medical Surgery/ICU  
Director of Nursing  
Director of Planning and Development  
Director of Programs  
Director of Real Property Tax Services  
Director of Reimbursement & Budget  
Director of Reimbursement, Quality and SNF Rehabilitation  
Director of Surgical Services & Maternity and Women’s Health  
Director of Therapy Services Acute and Outpatient  
Director of Utilization Review and Health Information Management  
Director of Veterans Services  
Director of Weights and Measures  
Director of WPHS, Clinic Quality & Corporate Compliance  
District Attorney  
Domestic Violence Advocate  
Engineering Tech.  
Financial Analyst  
Finance Clerk  
Fire Safety Inspector PT  
Fiscal Administrator  
Fiscal Director  
Fiscal Officer I  
Fiscal Officer II  
Handicapped Preschool Coordinator  
Healthcare Information Specialist  
HIPPA Privacy Officer  
HIPPA Security Officer  
Hospital Administrator  
Human Resource Assistant  
Human Resource Director  
Information Systems Administrator  
Information Systems Specialist  
Information Technology Assistant  
Information Technology Specialist  
Insurance Program Assistant  
Investigator  
Jail Administrator

**ADDENDUM “A” (continued)**

Laboratory Supervisor  
Manager of Budget and Finance Analysis  
Maintenance Supervisor  
Meal Site Manager  
Medical Director  
Mid-wife  
911 Coordinator  
Network Administrator  
Network Administrator II  
Nursing Facility Administrator  
Nurse Practitioner  
Nursing Supervisor  
OBGYN Clinic Office Manager  
OBGYN Physician Provider  
Pathologist  
Payroll Specialist  
Pharmacist  
Probation Director I  
Program Director  
Public Defender  
Public Health Administrator  
Purchasing Supervisor  
Quality and Risk Management Coordinator  
Quality Assurance Specialist/Infection Prevention  
Real Property Tax Services Coordinator  
Reimbursement & Budget Administrator  
Revenue Cycle/Business Office Manager  
Secretary I  
Secretary II  
Secretary to the County Attorney  
Secretary to the County Highway Superintendent  
Secretary to the Director of Real Property Tax Services  
Secretary to the District Attorney  
Secretary to the Public Defender  
Secretary to the Sheriff  
Secretary to the Stop DWI Coordinator PT  
Secretary to the Superintendent of Buildings and Grounds (County Buildings)  
Sheriff  
Stop DWI Coordinator PT  
Superintendent of Buildings & Grounds  
Supervising Nurse  
Tax Map Technician  
Undersheriff  
Voting Machine Custodian  
Worker’s Compensation Program Administrator  
Zoning Enforcement Officer

## SCHEDULE "A"

GRADE 1 Cleaner, Laundry Worker, Food Service Helper

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>2022</b>	15.11	15.38	15.59	15.85	16.06	16.36
<b>2023</b>	15.49	15.76	15.98	16.24	16.46	16.77
<b>2024</b>	15.95	16.23	16.46	16.73	16.96	17.27

GRADE 2 Keyboard Specialist, Clerk, Energy Resource Aide, Aging Services Aide, Motor Vehicle Operator, Youth Services Worker, Building Maintenance Helper, Assistant Cook

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>2022</b>	16.70	16.99	17.29	17.62	17.92	18.22
<b>2023</b>	17.11	17.42	17.72	18.06	18.36	18.68
<b>2024</b>	17.63	17.94	18.26	18.60	18.92	19.24

GRADE 3 Home Health Aide, Homemaker, Community Services Aide, Transportation Coordinator

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>2022</b>	17.00	17.33	17.64	17.99	18.30	18.61
<b>2023</b>	17.43	17.77	18.08	18.44	18.75	19.08
<b>2024</b>	17.95	18.30	18.62	18.99	19.32	19.65

GRADE 4 Account Clerk, Keyboard Specialist II, Senior Clerk, Data Entry Machine Operator, Sr. Energy Resource Aide, Real Property Tax Services Aide, Index Clerk, Records Clerk, Staffing Coordinator, Senior Typist, Remittance/Account Rep, Environmental Health Assistant.

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>2022</b>	17.53	17.86	18.22	18.57	18.93	19.29
<b>2023</b>	17.97	18.30	18.68	19.04	19.41	19.77
<b>2024</b>	18.50	18.85	19.24	19.61	19.99	20.37

GRADE 5 Licensed Practical Nurse (Public Health)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>2022</b>	18.46	18.83	19.23	19.60	20.00	20.40
<b>2023</b>	18.92	19.30	19.71	20.09	20.50	20.91
<b>2024</b>	19.49	19.88	20.30	20.69	21.11	21.53

GRADE 6 Plans Examiner, Senior Account Clerk (County), Community Services Worker, Youth Program Coordinator, Senior Index Clerk, Payroll Clerk

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>2022</b>	18.37	18.80	19.22	19.64	20.07	20.48
<b>2023</b>	18.83	19.27	19.70	20.13	20.57	20.99
<b>2024</b>	19.39	19.85	20.29	20.73	21.19	21.62

GRADE 7 N/A

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>2022</b>	18.71	19.17	19.61	20.08	20.55	21.02
<b>2023</b>	19.17	19.65	20.10	20.58	21.07	21.55
<b>2024</b>	19.75	20.24	20.70	21.20	21.70	22.19

GRADE 8 Account Specialist (County), Principal Clerk, Motor Vehicle License Clerk, Social Services Program Specialist Trainee, Aging Services Specialist, Motor Equipment Operator, Carpenter, Laborer (Court-house), Senior Custodial Worker (County)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>2022</b>	19.22	19.71	20.18	20.68	21.18	21.68	22.23
<b>2023</b>	19.70	20.20	20.69	21.20	21.71	22.22	22.79
<b>2024</b>	20.29	20.81	21.31	21.84	22.36	22.89	23.47

GRADE 9 Environmental Health Aide

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>2022</b>	19.55	20.08	20.61	21.14	21.68	22.23
<b>2023</b>	20.04	20.58	21.13	21.66	22.22	22.79
<b>2024</b>	20.64	21.20	21.76	22.31	22.89	23.47

GRADE 10 Social Services Program Specialist, Support Investigator, Heavy Equipment Operator, Automotive Mechanic, Highway Equipment Maintenance Mechanic, Highway Equipment Maintenance Operator, Electrician, Bridge Construction Mechanic, Sign Maintenance Worker, Building Maintenance Mechanic

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>2022</b>	19.89	20.40	20.95	21.46	21.98	22.50
<b>2023</b>	20.38	20.91	21.47	22.00	22.53	23.06
<b>2024</b>	20.99	21.53	22.12	22.66	23.20	23.75

GRADE 10A N/A

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>2022</b>	22.97	23.53	24.12	24.68	25.24	25.81	26.38
<b>2023</b>	23.54	24.12	24.72	25.30	25.87	26.45	27.04
<b>2024</b>	24.25	24.85	25.46	26.06	26.64	27.25	27.85

GRADE 10B Registered Professional Nurse (Public Health, Men & Women's Health Services)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>2022</b>	27.31	27.81	28.26	28.75	29.25	29.74
<b>2023</b>	27.99	28.50	28.97	29.47	29.98	30.48
<b>2024</b>	28.83	29.36	29.83	30.35	30.88	31.39

GRADE 11 Nutrition Specialists

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>2022</b>	20.19	20.77	21.33	21.88	22.46	23.00	23.33
<b>2023</b>	20.70	21.29	21.86	22.43	23.02	23.58	23.91
<b>2024</b>	21.32	21.92	22.52	23.10	23.71	24.28	24.63

GRADE 12 Community Services Coordinator, Caseworker Trainee, Probation Assistant

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>2022</b>	20.71	21.32	21.88	22.52	23.11	23.72
<b>2023</b>	21.22	21.85	22.43	23.08	23.69	24.31
<b>2024</b>	21.86	22.51	23.10	23.77	24.40	25.04

GRADE 13 Senior Social Services Program Specialist, Probation Officer Trainee, Sr. Bridge Construction Mechanic, Working Supervisor, Sr. Automotive Mechanic

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>2022</b>	21.20	21.83	22.49	23.11	23.76	24.37
<b>2023</b>	21.73	22.38	23.05	23.69	24.35	24.98
<b>2024</b>	22.38	23.05	23.74	24.40	25.08	25.73

GRADE 14 Principal Account Clerk, Caseworker, Senior Admitting Clerk, Accountant, Senior DMV Clerk, Highway Maintenance Supervisor, Bridge Construction Supervisor, Highway Equipment Maintenance Supervisor, Sign Maintenance Supervisor

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>2022</b>	21.71	22.40	23.05	23.73	24.40	25.06
<b>2023</b>	22.25	22.96	23.63	24.32	25.00	25.69
<b>2024</b>	22.92	23.64	24.34	25.05	25.76	26.46

GRADE 15 Public Health Technician, Case Manager, Probation Officer, Staff Development Coordinator, Principal Social Services Program Specialist, Supervising Social Services Investigator, Child Support Unit Coordinator

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>2022</b>	21.88	22.63	23.33	24.04	24.76	25.45
<b>2023</b>	22.43	23.20	23.91	24.64	25.38	26.09
<b>2024</b>	23.10	23.89	24.63	25.38	26.14	26.87

GRADE 15A Public Health Educator, Community Health Nurse

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>2022</b>	24.40	25.20	26.01	26.81	27.60	28.44
<b>2023</b>	25.00	25.83	26.66	27.48	28.29	29.15
<b>2024</b>	25.76	26.61	27.46	28.31	29.14	30.03



GRADE 16 Senior Caseworker

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>2022</b>	23.29	24.07	24.85	25.60	26.39	27.18
<b>2023</b>	23.87	24.67	25.47	26.24	27.05	27.86
<b>2024</b>	24.59	25.41	26.23	27.03	27.87	28.70

GRADE 17 Public Health Sanitarian, Senior Probation Officer

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>2022</b>	26.01	26.67	27.33	28.02	28.72	29.41
<b>2023</b>	26.66	27.34	28.01	28.72	29.44	30.14
<b>2024</b>	27.46	28.16	28.85	29.59	30.32	31.05

GRADE 18 Community Services Program Assistant, Case Supervisor- Grade B, Public Health Nurse

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>2022</b>	27.32	28.00	28.70	29.40	30.16	30.91
<b>2023</b>	28.00	28.70	29.42	30.13	30.91	31.69
<b>2024</b>	28.84	29.56	30.30	31.04	31.84	32.64

GRADE 19 Probation Officer Supervisor

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>2022</b>	30.02	30.77	31.55	32.33	33.15	33.97
<b>2023</b>	30.77	31.54	32.34	33.14	33.98	34.82
<b>2024</b>	31.70	32.49	33.31	34.13	35.00	35.86

## SCHEDULE "WCCHS"

### GRADE 1 Maintenance Aide

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>2022</b>	13.63	13.92	14.27	14.54	14.89	15.19
<b>2023</b>	13.97	14.27	14.62	14.91	15.27	15.57
<b>2024</b>	14.39	14.70	15.06	15.36	15.72	16.04

### GRADE 1A Hospital Aide Trainee, , Unit Helper

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>2022</b>	12.81	13.05	13.28	13.52	13.76	13.99
<b>2023</b>	13.13	13.37	13.62	13.86	14.10	14.34
<b>2024</b>	13.53	13.78	14.02	14.27	14.52	14.77

### GRADE 2 Building Maintenance Helper, Courier

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>2022</b>	14.18	14.50	14.86	15.18	15.52	15.84
<b>2023</b>	14.53	14.87	15.23	15.56	15.91	16.23
<b>2024</b>	14.97	15.31	15.69	16.03	16.38	16.72

### GRADE 2A Screener

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>2022</b>	12.55	12.99	13.46	13.90	14.38	14.86
<b>2023</b>	12.86	13.31	13.79	14.25	14.74	15.23
<b>2024</b>	13.25	13.71	14.21	14.67	15.18	15.69

### GRADE 3 Activity Aide, Activity Leader,

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>2022</b>	14.48	14.82	15.11	15.47	15.80	16.12	16.45
<b>2023</b>	14.85	15.19	15.49	15.85	16.19	16.53	16.86
<b>2024</b>	15.29	15.65	15.95	16.33	16.68	17.02	17.37

### GRADE 3A Nursing Assistants (Certified) hired after 01/01/99 (until July 16, 2017)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>2022</b>	13.31	13.76	14.21	14.67	15.12	15.62	16.11	16.45
<b>2023</b>	13.65	14.10	14.56	15.03	15.50	16.01	16.52	16.86
<b>2024</b>	14.06	14.52	15.00	15.49	15.96	16.49	17.01	17.37

GRADE 4

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>2022</b>	14.74	15.06	15.43	15.77	16.12	16.48
<b>2023</b>	15.11	15.43	15.81	16.17	16.53	16.89
<b>2024</b>	15.56	15.90	16.29	16.65	17.02	17.40

GRADE 5 Pharmacy Aide, Medical Receptionist, Laboratory Assistant, Food Service Helpers, Laundry Worker, Nursing Assistant Trainee

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>2022</b>	15.24	15.59	15.95	16.34	16.67	16.99
<b>2023</b>	15.62	15.98	16.35	16.75	17.08	17.42
<b>2024</b>	16.09	16.46	16.84	17.25	17.60	17.94

GRADE 6 Pharmaceutical Clerk, Ward Clerk, Telephone Operator, Phlebotomist, Cardiovascular Technician, Surgical Services Aide, Rehab Unit Assistant, Mental Health Unit Assistant, Medical Office Assistant, Surgical Services Scheduler, Scheduler, ED Unit Clerk, Cleaners, Patient Information Specialist, Assistant Cook, Hospital Aide, Emergency Patient Care Tech, Senior Food Service Helper

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>2022</b>	15.80	16.14	16.54	16.90	17.27	17.64
<b>2023</b>	16.19	16.55	16.96	17.32	17.70	18.08
<b>2024</b>	16.68	17.04	17.47	17.84	18.23	18.62

GRADE 6A Ward Clerk

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>2022</b>	14.15	14.61	15.11	15.62	16.12	16.63	17.16	17.64
<b>2023</b>	14.50	14.97	15.49	16.01	16.53	17.04	17.59	18.08
<b>2024</b>	14.93	15.42	15.95	16.49	17.02	17.55	18.12	18.62

GRADE 7 Stores Clerk, Physical Therapy Aide, Physical Therapy Aide II (2 years), Sterile Processing Tech, Custodial Worker, Cook

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>2022</b>	16.42	16.79	17.20	17.58	17.97	18.35
<b>2023</b>	16.83	17.21	17.63	18.02	18.42	18.81
<b>2024</b>	17.34	17.73	18.16	18.56	18.97	19.37

GRADE 7A Laboratory Technician, OR Tech I

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>2022</b>	16.88	17.28	17.71	18.09	18.52	18.95
<b>2023</b>	17.30	17.71	18.15	18.54	18.98	19.43
<b>2024</b>	17.82	18.24	18.70	19.10	19.55	20.01

GRADE 8 Medical Records Clerk, Discharge Planning Clerk, Medical Biller, Hospital Cashier, Medical Typist, LTC Cashier/Account Rep.

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>2022</b>	18.07	18.52	18.99	19.45	19.89	20.36
<b>2023</b>	18.52	18.98	19.47	19.94	20.38	20.87
<b>2024</b>	19.08	19.55	20.05	20.54	20.99	21.49

GRADE 8A Certified Nursing Assistant, OR Tech II, Senior Telephone Operator, OR Tech/Product Specialist, Rehabilitation Office Receptionist, Credit, Collections, and Remittance Clerk, Senior Stores Clerk, Senior Account Clerk

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>2022</b>	18.68	19.14	19.58	20.04	20.47	20.94	21.37
<b>2023</b>	19.14	19.62	20.07	20.54	20.98	21.46	21.91
<b>2024</b>	19.72	20.20	20.67	21.16	21.61	22.11	22.56

GRADE 9 Refrigeration Maintenance Mechanic

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>2022</b>	18.99	19.37	19.79	20.21	20.61	21.03
<b>2023</b>	19.47	19.86	20.29	20.72	21.13	21.56
<b>2024</b>	20.05	20.45	20.90	21.34	21.76	22.21

GRADE 10 Sr. Laboratory Technician, Mental Health Therapy Aide Trainee, Medical Records Specialist I

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>2022</b>	19.58	20.04	20.52	20.97	21.40	22.09	22.40
<b>2023</b>	20.07	20.54	21.03	21.50	21.94	22.64	22.96
<b>2024</b>	20.67	21.16	21.66	22.14	22.60	23.32	23.64

GRADE 11 Physical Therapist Assistant, Mental Health Therapy Aide, Certified Occupational Therapy Assistant, Information Technology Assistant (WCCH), Clinical Admissions Coordinator, Health Information Systems Assistant, LPN II (Peds Clinic), Clinical Therapist (PT), Clinical Office Informatics Specialist

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>2022</b>	20.25	20.77	21.30	21.80	22.31	22.84
<b>2023</b>	20.76	21.29	21.83	22.35	22.87	23.41
<b>2024</b>	21.38	21.92	22.49	23.02	23.56	24.11

GRADE 12 Respiratory Therapist

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>2022</b>	20.67	21.19	21.73	22.26	22.78	23.29	23.77
<b>2023</b>	21.19	21.72	22.27	22.82	23.34	23.87	24.36
<b>2024</b>	21.83	22.37	22.94	23.50	24.05	24.59	25.09

GRADE 12A Social Work Assistant, Radiologic Technologist I, Recreation Therapist, Sr. Purchasing Clerk, Sr. Pharmaceutical Clerk, Social Work Assistant (MH), Staff Educator, ED Express Nurse, Supervising LPN

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>2022</b>	21.30	21.78	22.28	22.85	23.34	23.84	24.35
<b>2023</b>	21.83	22.33	22.84	23.42	23.92	24.44	24.96
<b>2024</b>	22.49	23.00	23.53	24.12	24.64	25.17	25.71

GRADE 13 N/A

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>2022</b>	20.89	21.55	22.19	22.85	23.46	24.09
<b>2023</b>	21.41	22.08	22.75	23.42	24.05	24.69
<b>2024</b>	22.05	22.75	23.43	24.12	24.77	25.43

GRADE 14 Radiologic Technologist II

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>2022</b>	21.39	22.02	22.55	23.13	23.69	24.23	24.83
<b>2023</b>	21.93	22.57	23.11	23.71	24.28	24.84	25.45
<b>2024</b>	22.58	23.24	23.81	24.42	25.01	25.58	26.21

GRADE 14B Licensed Practical Nurse, Histotechnologist, Medical Records Specialist II, Audit Clerk, Building Maintenance Worker, Registration Supervisor

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>2022</b>	22.03	22.57	23.15	23.70	24.28	24.84	25.46
<b>2023</b>	22.58	23.13	23.73	24.29	24.89	25.46	26.08
<b>2024</b>	23.26	23.83	24.45	25.02	25.64	26.22	26.86

GRADE 14C Radiologic Technologist III, PTA Manual Specialist, Respiratory Technician, Respiratory Therapist I

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>2022</b>	22.42	22.68	23.54	24.11	24.70	25.27	25.81
<b>2023</b>	22.98	23.25	24.13	24.71	25.32	25.90	26.45
<b>2024</b>	23.67	23.95	24.86	25.45	26.08	26.67	27.25

GRADE 15 Electrician

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>2022</b>	22.95	23.54	24.11	24.69	25.27	25.79	26.39	27.25
<b>2023</b>	23.52	24.13	24.71	25.31	25.90	26.43	27.05	27.93
<b>2024</b>	24.23	24.86	25.45	26.07	26.67	27.23	27.87	28.91

GRADE 15A MDS Coordinator, Clinical Informatics Assistant, Respiratory Therapist II, Pulmonary Rehabilitation Therapist

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
<b>2022</b>	24.11	24.69	25.27	25.79	26.39	26.84	27.23	28.23	29.20
<b>2023</b>	24.71	25.31	25.90	26.43	27.05	27.52	27.92	28.93	29.93
<b>2024</b>	25.45	26.07	26.67	27.23	27.87	28.34	28.75	29.80	30.83

GRADE 15B Cardiac Echo Technician, , Surgical Services Coordinator, Senior EEG Tech

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>2022</b>	24.43	25.01	25.57	26.18	26.78	27.42	28.10
<b>2023</b>	25.04	25.64	26.21	26.83	27.45	28.10	28.80
<b>2024</b>	25.79	26.40	27.00	27.64	28.28	28.95	29.66

GRADE 18 Crisis Outreach Counselor, Biomedical Technician I, Psychiatric Assessment Officer

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>2022</b>	25.95	26.47	27.18	27.59	28.31	29.13	30.04
<b>2023</b>	26.60	27.13	27.86	28.28	29.02	29.86	30.79
<b>2024</b>	27.40	27.94	28.70	29.13	29.89	30.75	31.72

GRADE 18A Diagnostic Medical Sonographer, Diagnostic Cardiac Sonographer, PACS Administrator, Nuclear Medicine Technologist, RN Educator/Infection Control Nurse, Sr. Respiratory Therapist, Rad Tech IV, Orthopedic Patient Care Coordinator, Medical Technologist

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>2022</b>	27.35	28.45	29.55	30.66	31.79	32.87	34.00
<b>2023</b>	28.03	29.17	30.29	31.42	32.58	33.69	34.85
<b>2024</b>	28.87	30.04	31.20	32.37	33.56	34.70	35.89

GRADE 18B Mental Health Social Worker, Dialysis Social Worker, Clinical Hemodialysis Tech

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>2022</b>	30.98	31.75	32.54	33.37	34.17	35.07	35.86
<b>2023</b>	31.75	32.55	33.36	34.21	35.03	35.94	36.76
<b>2024</b>	32.70	33.52	34.36	35.23	36.08	37.02	37.86

GRADE 18C Physical Therapist, Occupational Therapist, Speech Pathologist, Biomedical Technician II, Sr. Medical Technologist, Chief Medical Technologist

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>2022</b>	31.72	33.23	38.18	39.81	40.93	41.93	42.92
<b>2023</b>	32.52	34.06	39.14	40.81	41.95	42.98	43.99
<b>2024</b>	33.49	35.08	40.31	42.03	43.21	44.27	45.31

GRADE 20 Registered Professional Nurse

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>2022</b>	32.54	33.87	35.18	36.51	37.88	39.21	40.54
<b>2023</b>	33.36	34.71	36.06	37.42	38.83	40.19	41.55
<b>2024</b>	34.36	35.75	37.14	38.55	40.00	41.39	42.80

GRADE 20A Sr. Physical Therapist, Sr. Occupational Therapist, RPN 1st Assistant

	Step 1	Step 2	Step 3	Step 4	Step 5
<b>2022</b>	38.18	42.38	43.81	44.76	45.76
<b>2023</b>	39.14	43.44	44.90	45.88	46.90
<b>2024</b>	40.31	44.75	46.25	47.26	48.31

GRADE 20B N/A

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
<b>2022</b>	37.34	38.09	38.86	39.63	40.43	41.24	42.06	42.90	43.76
<b>2023</b>	38.27	39.04	39.83	40.62	41.44	42.27	43.11	43.97	44.85
<b>2024</b>	39.42	40.21	41.02	41.84	42.68	43.53	44.40	45.29	46.20

GRADE 20C Registered Professional Nurse – Dialysis

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>2022</b>	36.90	37.41	37.93	38.44	38.95	39.46
<b>2023</b>	37.82	38.35	38.87	39.40	39.92	40.45
<b>2024</b>	38.96	39.50	40.04	40.58	41.12	41.66

## **2022-2024 WYOMING COUNTY COMMUNITY HOSPITAL CNA CLINICAL LADDER**

### **LEVEL I, II & III**

<b><u>CNA I</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>	<b><u>Step 6</u></b>	<b><u>Step 7</u></b>
Clinical Ladder	2022- <b>19.37</b> 2023- <b>19.83</b> 2024- <b>20.42</b>	2022- <b>19.83</b> 2023- <b>20.32</b> 2024- <b>20.90</b>	2022- <b>20.28</b> 2023- <b>20.77</b> 2024- <b>21.38</b>	2022- <b>20.74</b> 2023- <b>21.25</b> 2024- <b>21.87</b>	2022- <b>21.17</b> 2023- <b>21.69</b> 2024- <b>22.33</b>	2022- <b>21.65</b> 2023- <b>22.17</b> 2024- <b>22.83</b>	2022- <b>22.08</b> 2023- <b>22.63</b> 2024- <b>23.29</b>

Eligibility:

- One year of CNA experience
- BLS Certification
- Satisfactory Annual Performance
- No disciplinary action
- Demonstrates positive attitude to Residents and Staff

<b><u>CNA II</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>	<b><u>Step 6</u></b>	<b><u>Step 7</u></b>
Clinical Ladder	2022- <b>19.87</b> 2023- <b>20.33</b> 2024- <b>20.92</b>	2022- <b>20.33</b> 2023- <b>20.82</b> 2024- <b>21.40</b>	2022- <b>20.78</b> 2023- <b>21.27</b> 2024- <b>21.88</b>	2022- <b>21.24</b> 2023- <b>21.75</b> 2024- <b>22.37</b>	2022- <b>21.67</b> 2023- <b>22.19</b> 2024- <b>22.83</b>	2022- <b>22.15</b> 2023- <b>22.67</b> 2024- <b>23.33</b>	2022- <b>22.58</b> 2023- <b>23.13</b> 2024- <b>23.79</b>

Eligibility:

- Three years of CNA experience
- Meets requirements of Ladder I
- Performance Improvement Project:
  - Quality Measure Research
  - Team Building Project
  - Provide Innovative Solution
  - Attend Seminar on LTC
- Must participate in orienting new staff

<b><u>CNA III</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>	<b><u>Step 6</u></b>	<b><u>Step 7</u></b>
Clinical Ladder	2022- <b>20.62</b> 2023- <b>21.08</b> 2024- <b>21.67</b>	2022- <b>21.08</b> 2023- <b>21.57</b> 2024- <b>22.15</b>	2022- <b>21.53</b> 2023- <b>22.02</b> 2024- <b>22.63</b>	2022- <b>21.99</b> 2023- <b>22.50</b> 2024- <b>23.12</b>	2022- <b>22.42</b> 2023- <b>22.94</b> 2024- <b>23.58</b>	2022- <b>22.90</b> 2023- <b>23.42</b> 2024- <b>24.08</b>	2022- <b>23.33</b> 2023- <b>23.88</b> 2024- <b>24.54</b>

Eligibility:

- Six years of CNA experience
- Meets requirements of Ladders I+II
- Demonstrates Team Building
- Must attend one inter-disciplinary team meeting quarterly



## **2022-2024 WYOMING COUNTY COMMUNITY HOSPITAL LPN CLINICAL LADDER**

### **LEVEL I**

<b>LPN Clinical Ladder I</b>	Step 1 2022 – 23.10 2023 – 23.91 2024 – 24.86	Step 2 2022 – 23.35 2023 – 24.17 2024 – 25.14	Step 3 2022 – 23.82 2023 – 24.65 2024 – 25.64	Step 4 2022 – 24.25 2023 – 25.10 2024 – 26.10	Step 5 2022 – 24.66 2023 – 25.53 2024 – 26.55
<b>Years experience as patient care provider</b>	New grad on permit	3 months Obtain nursing license	6 months	7-9 months	1 year
<b>Certifications</b>	BLS	BLS	BLS	BLS	BLS ACLS
<b>Continuing Education</b>	Actively completing orientation packet  Completion of facility wide orientation	Actively completing orientation packet at least 50% complete  Successful completion of IV course	Completion of unit/job specific Orientation		Satisfactory completion of annual recertification and 30 hours in-service education
<b>Cognitive Exam</b>				Successful completion of EKG course  Successful completion of medication competency exam	
<b>PI/Safety</b>			90% documentation compliance as evidenced by 3 chart reviews		Participation in a minimum of 75% of unit meetings
<b>Unit Specific Competencies</b>		Completion of clinical ladder in-service	Successful completion of unit orientation  Documented and demonstrated competency of unit specific job duties  Satisfactory performance evaluations  Competent to maintain “on-call” status	Satisfactory periodic performance evaluations	Satisfactory performance evaluation

## 2022-2024 WYOMING COUNTY COMMUNITY HOSPITAL LPN CLINICAL LADDER

### LEVEL II

<b>LPN Clinical Ladder II</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	2022 – 25.91 2023 – 26.81 2024 – 27.89	2022 – 26.23 2023 – 27.15 2024 – 28.23	2022 – 26.57 2023 – 27.50 2024 – 28.60	2022 – 27.20 2023 – 28.15 2024 – 29.28	2022 – 27.84 2023 – 28.81 2024 – 29.96
<b>Years experience as patient care provider</b>	Minimum 2 years nursing experience	Minimum 3 years nursing experience	Minimum 4 years nursing experience	Minimum 5 years nursing experience	Minimum 6 years nursing experience
<b>Certifications</b>	BLS ACLS	BLS ACLS Advanced certifications for Specialty nursing unit (includes med/surg certification)	BLS ACLS Maintenance of advanced certifications of another specialty nursing unit	BLS ACLS Maintenance of advanced certifications of another specialty nursing unit	BLS ACLS Maintenance of advanced certifications of another specialty nursing unit
<b>Continuing Education</b>	Satisfactory completion of annual recertification and 30 hours inservice education	Satisfactory completion of annual recertification and 30 hours inservice education	Satisfactory completion of annual recertification and 30 hours inservice education	Satisfactory completion of annual recertification and 30 hours inservice education	Satisfactory completion of annual recertification and 30 hours inservice education
<b>Cognitive Exam</b>	Successful completion of preceptor course		Successful completion of mentoring course		
<b>PI/Safety</b>	Participation in a minimum of 75% unit meetings	Participation in a minimum of 75% unit meetings  Develop PI project approved by unit manager which can include bulletin board/unit posters specific to PI/Safety	Participation in a minimum of 75% unit meetings  Develop PI project approved by unit manager which can include bulletin board/unit posters specific to PI/Safety	Participation in a minimum of 75% unit meetings  Develop PI project approved by unit manager which can include bulletin board/unit posters specific to PI/Safety	Participation in a minimum of 75% unit meetings  Develop PI project approved by unit manager which can include bulletin board/unit posters specific to PI/Safety

<b>Unit Specific Competencies</b>	Satisfactory performance evaluations	<p>Satisfactory performance evaluations</p> <p>Serve as preceptor for LPN I Or</p> <p>Successful completion of orientation for specialty nursing unit</p>	<p>Satisfactory performance evaluations</p> <p>Serve as preceptor for LPN I Or</p> <p>Documented and demonstrated competency to work on specialty unit</p>	<p>Satisfactory performance evaluations</p> <p>Serve as mentor for LPN I or II Or</p> <p>Demonstrated competency and assignment to work in specialty nursing unit minimum of 50% of schedule</p>	<p>Satisfactory performance evaluations</p> <p>Serve as mentor for LPN I or II Or</p> <p>Additional certification/competency to work on additional specialty unit Or</p> <p>Volunteer for float pool to be floated as needed to other specialty nursing units (must work on another high tech unit 1/quarter)</p> <p>(must do 2 out of 3 in addition to satisfactory performance evaluation)</p>
-----------------------------------	--------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

## 2022-2024 WYOMING COUNTY COMMUNITY HOSPITAL RN CLINICAL LADDERS

<b>RN Clinical Ladder I</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	2022 – 35.19 2023 – 36.42 2024 – 37.88	2022 – 36.15 2023 – 37.41 2024 – 38.91	2022 – 36.69 2023 – 37.98 2024 – 39.50	2022 – 37.47 2023 – 38.78 2024 – 40.33	2022 – 38.05 2023 – 39.38 2024 – 40.95
<b>Years experience as patient care provider</b>	New grad on permit	3 months Obtain nursing license Or New BSN nurse with no nursing employment history  New BSN's may fast track	6 months	7-9 months	1 year
<b>Certifications</b>	BLS	BLS	BLS	BLS	BLS ACLS (Mental Health Exempt) Behavior Management (mental health)
<b>Continuing Education</b>	Actively completing unit/job specific orientation packet At least 50% complete  Completion of facility orientation	Completion of unit/job specific orientation packet  Completion of IV course			Satisfactory completion of annual recertification and 30 hours in-service education  Satisfactory completion of unit specific competencies
<b>Cognitive Exam</b>				Successful completion of EKG course (mental health exempt)  Successful completion of medication competency exam  Successful completion of Behavioral Management course (mental health)	

<b>PI/Safety</b>			90% documentation compliance as evidenced by 3 chart reviews		Participation in a minimum 75% of unit meetings  90% documentation compliance as evidenced by 3 chart reviews
<b>Unit Specific Competencies</b>		Completion of clinical ladder in-service	Documented and demonstrated competency of unit specific job duties  Successful completion of charge nurse/Team Leader course  Satisfactory periodic performance evaluations  Competent to maintain “on-call” status	Documented and demonstrated competency of charge nurse/team leader duties  Demonstrates ability to participate in Code Grey (mental health only)	Satisfactory performance evaluation

## 2022-2024 WYOMING COUNTY COMMUNITY HOSPITAL RN CLINICAL LADDERS

<b>RN Clinical Ladder II</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	2022 – 41.12 2023 – 42.56 2024 – 44.26	2022 – 41.60 2023 – 43.06 2024 – 44.78	2022 – 42.07 2023 – 43.54 2024 – 45.28	2022 – 42.51 2023 – 44.00 2024 – 45.76	2022 – 43.00 2023 – 44.50 2024 – 46.28
<b>Years experience as patient care provider</b>	Minimum 1 year nursing experience	Minimum 2 years nursing experience	Minimum 3 years nursing experience	Minimum 4 years nursing experience	Minimum 5 years nursing experience
<b>Certifications</b>	BLS ACLS (mental health exempt) Behavioral Management (mental health only)	BLS ACLS (mental health exempt) Behavioral Management (mental health only) And Group psychoeducation skills (mental health only)	BLS ACLS (mental health exempt) Behavioral Management (mental health only) And Group psychoeducation skills (mental health only)	BLS ACLS (mental health exempt) Behavioral Management and Group Skills (mental health only)  Certification /competencies (WCCHS or outside facility) for specialty nursing unit (i.e. Critical care course, NRP, med/surg course)	BLS ACLS (mental health exempt) Behavioral Management and Group Skills (mental health only)  Maintenance of certifications for specialty nursing unit  Mental health advanced competency/certification from selected specialty practice (see list)
<b>Continuing Education</b>	Satisfactory completion of annual recertification and 30 hours inservice education	Satisfactory completion of annual recertification and 30 hours inservice education	Satisfactory completion of annual recertification and 30 hours inservice education	Satisfactory completion of annual recertification and 30 hours inservice education	Satisfactory completion of annual recertification and 30 hours inservice education
<b>Cognitive Exam</b>	Successful completion of psychoeducation group skills course	Successful completion of preceptor course			Successful completion nursing supervisors course Or Successful completion of test on advanced competency (mental health only)

<b>PI/Safety</b>	<p>Develop/PI safety project for unit approved by unit manager. Can include bulletin board/unit posters specific to PI/Safety</p> <p>Participation in a minimum 75% of unit meetings</p>	<p>Develop/PI safety project for unit approved by unit manager. Can include bulletin board/unit posters specific to PI/Safety</p> <p>Participation in a minimum of 75% of unit meetings</p>	<p>Develop unit specific improvement or <u>process change</u> – PI, Safety, Joint Commission preparation, Unit forms/checklists, etc.</p> <p>Participation in a minimum of 75% of unit meetings</p>	<p>Develop unit specific improvement or <u>process change</u> – PI, Safety, Joint Commission preparation, Unit forms/checklists, etc.</p> <p>Participation in a minimum of 75% of unit meetings</p>	<p>Develop unit specific improvement or <u>process change</u> – PI, Safety, Joint Commission preparation, Unit forms/checklists, etc.</p> <p>Participation in a minimum of 75% unit meetings</p>
<b>Unit Specific Competencies</b>	<p>Satisfactory performance evaluations</p> <p>Demonstrates ability to run a Code Grey (mental health only)</p>	<p>Satisfactory performance evaluations</p> <p>Demonstrates ability to design curriculum and conduct psychoeducational group on one particular topic (mental health only)</p>	<p>Satisfactory performance evaluations</p> <p>Serve as preceptor for Level I or II nurse</p>	<p>Satisfactory performance evaluations</p> <p>Successful completion of orientation on specialty unit</p> <p>Documented and demonstrated competency to work specialty unit.</p> <p>Or</p> <p>Successful completion of orientation to Psychiatric Assessment Officer and demonstrated competency to work as PAO in ED (mental health)</p>	<p>Satisfactory performance evaluations</p> <p>Demonstrated competency and assignment to work in specialty nursing unit minimum of 50% of schedule</p> <p>Or</p> <p>Demonstrated competency to function as charge nurse or relief nurse manager on assigned unit.</p> <p>Or</p> <p>Demonstrated competency to perform duties on another unit, ED, or outside hospital in selected advanced competency (mental health)</p>

## 2022-2024 WYOMING COUNTY COMMUNITY HOSPITAL RN CLINICAL LADDERS

<b>RN Clinical Ladder III</b>	2022 – 43.50 2023 – 45.02 2024 – 46.82	2022 – 43.97 2023 – 45.50 2024 – 47.32	2022 – 44.45 2023 – 46.01 2024 – 47.85	2022 – 44.90 2023 – 46.48 2024 – 48.34	2022 – 45.55 2023 – 47.15 2024 – 49.03	Full Time RN's assigned to Nursing Services Office Only  2022 – 46.93 2023 – 48.01 2024 – 49.93	Full Time RN's assigned to Nursing Services Office Only  2022 – 47.67 2023 – 49.34 2024 – 51.31
<b>Years experience as patient care provider</b>	Minimum 5 years nursing experience	Minimum 6 years nursing experience	BSN or minimum 7 years nursing experience	BSN or 8 years nursing experience	BSN or 8 years nursing experience	BSN or >3 years nursing experience and <3 years spv experience or any combination of education and experience deemed acceptable by DON	BSN or >5 years nursing experience and > 3 years spv experience or any combination of education and experience deemed acceptable by DON
<b>Certifications</b>	<u>All Nurses</u> BLS  <u>Acute Care Nurses</u> ACLS  <u>Mental Health Behavioral Management</u>  <u>Acute Care Nurses</u> Advance Certification for <u>additional</u> specialty nursing unit  <u>Mental Health</u> Advanced competency/certification from selected specialty practice (see list) – (mental health only)	<u>All Nurses</u> BLS  <u>Acute Care Nurses</u> ACLS  <u>Mental Health Behavioral Management</u>  <u>Acute Care Nurses</u> Maintenance of Advance Certification for <u>additional</u> specialty nursing unit  <u>Mental Health</u> Maintenance and additional mental health advanced competency from selected specialty practices (mental health only)	<u>All Nurses</u> BLS  <u>Acute Care Nurses</u> ACLS  <u>Mental Health Behavioral Management</u>  <u>Acute Care Nurses</u> Maintenance of Advance Certification for <u>additional</u> specialty nursing unit  <u>Mental Health</u> Maintenance and additional mental health advanced competency from selected specialty practices (mental health only)	<u>All Nurses</u> BLS  <u>Acute Care Nurses</u> ACLS  <u>Mental Health Behavioral Management</u>  <u>Acute Care Nurses</u> Maintenance of Advance Certification for <u>additional</u> specialty nursing unit Or Maintenance and additional mental health advanced competency from selected specialty practices (mental health only)	<u>All Nurses</u> BLS  <u>Acute Care Nurses</u> ACLS  <u>Mental Health Behavioral Management</u>  <u>Acute Care Nurses</u> Maintenance of Advance Certification for <u>additional</u> specialty nursing unit Or Maintenance and additional mental health advanced competency from selected specialty practices (mental health only)	BLS ACLS  Maintenance of Advance Certification for 2 or more specialty nursing units or any combination of education and experience deemed acceptable by DON	BLS ACLS  Maintenance of Advance Certification for 2 or more specialty nursing units or any combination of education and experience deemed acceptable by DON
<b>Continuing Education</b>	Satisfactory completion of annual recertification and 30 hours inservice education	Satisfactory completion of annual recertification and 30 hours inservice education	Satisfactory completion of annual recertification and 30 hours inservice education	Satisfactory completion of annual recertification and 30 hours inservice education	Satisfactory completion of annual recertification and 30 hours inservice education	Satisfactory completion of annual recertification and 30 hours inservice education	Satisfactory completion of annual recertification and 30 hours inservice education



<b>Cognitive Exam</b>	Successful completion of mentoring course					Successful completion nursing supervisor course.	
<b>PI/Safety</b>	<p>Demonstrated participation in unit improvement projects, PI, and safety.</p> <p>Participation in a minimum 75% of unit or nurse manager meetings</p>	<p>Demonstrated participation in policy development and revision.</p> <p>Participation in a minimum 75% of unit or nurse manager meetings</p>	<p>Demonstrated participation in policy development and revision.</p> <p>Participation in a minimum of 75% of unit meetings</p>	<p>Demonstrated participation in policy development and revision.</p> <p>Participation in a minimum of 75% of unit meetings</p>	<p>Demonstrated participation in policy development and revision.</p> <p>Participation in a minimum of 75% unit meetings</p>	<p>Demonstrated participation in policy development and revision.</p> <p>Conduct unit meetings on designated shift as deemed appropriate by unit manager Or Participation in a minimum of 75% unit or nurse manager meetings</p>	<p>Demonstrated participation in policy development and revision.</p> <p>Conduct unit meetings on designated shift as deemed appropriate by unit manager Or Participation in a minimum of 75% unit or nurse manager meetings</p>
<b>Unit Specific Competencies</b>	<p>Satisfactory performance evaluations</p> <p>Satisfactory completion of supervisor/charge nurse orientation Or Demonstrated competency to work <u>additional specialty unit</u> and volunteer to be part of float pool Or <u>Mental Health</u> Performs duties pertinent to advanced competency/certification throughout the facility as assigned (mental health)</p>	<p>Satisfactory performance evaluations</p> <p>Mentor for Level I or II nurse Or Documented and demonstrated competency to function as shift nursing supervisor functioning as relief supervisor as needed Or Demonstrated competency to work on <u>additional specialty unit</u> and volunteer to be part of float pool Or <u>Mental Health</u> Performs duties pertinent to advanced competency/certification throughout the facility as assigned</p>	<p>Satisfactory performance evaluations</p> <p>Mentor for Level I or II nurse Or Relief supervisor on a regular basis (1 shift/quarter) Or Demonstrated competency to work on <u>additional specialty unit</u> and volunteer to be part of float pool Or <u>Mental Health</u> Performs duties pertinent to advanced competency/certification throughout the facility as assigned  (must do 2 out of 3 in addition to satisfactory performance evaluation)</p>	<p>Satisfactory performance evaluations</p> <p>Mentor for Level I or II nurse Or Relief supervisor on a regular basis (1 shift/quarter) Or Demonstrated competency to work on <u>additional specialty unit</u> and volunteer to be part of float pool Or <u>Mental Health</u> Performs duties pertinent to advanced competency/certification throughout the facility as assigned Or Achievement and/or maintenance of National</p>	<p>Satisfactory performance evaluations</p> <p>Mentor for Level I or II nurse Or Relief supervisor on a regular basis (2 shift/quarter) Or Demonstrated competency to work on <u>additional specialty unit</u> and volunteer to be part of float pool Or <u>Mental Health</u> Performs duties pertinent to advanced competency/certification throughout the facility as assigned Or Achievement and/or maintenance of National Certification (CCRN, CORN,</p>	<p>Satisfactory performance evaluations</p> <p>Assignment to NSO to function as shift supervisor Or Successful completion nursing supervisor orientation Or Documented competency to function as shift supervisor  <i>Number of employees in step 6 and 7 limited to a total of 6 of any combination</i></p>	<p>Satisfactory performance evaluations</p> <p>Assignment to NSO to function as shift supervisor Or Successful completion nursing supervisor orientation Or Documented competency to function as shift supervisor  <i>Number of employees in step 6 and 7 limited to a total of 6 of any combination</i></p>

		(must do 2 out of 3 in addition to satisfactory performance evaluation)		Certification (CCRN, CORN, CEN, PNC etc.)  (must do 2 out of 4 in addition to satisfactory performance evaluation)	CEN, etc. PNC)  (must do 2 out of 4 in addition to satisfactory performance evaluation)		
--	--	-------------------------------------------------------------------------	--	--------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------	--	--