



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Genesee, County of and Genesee County Nursing Home Unit, CSEA, Local 1000, AFSCME, AFL-CIO, Genesee County Local 819 (2006)**

Employer Name: **Genesee, County of**

Union: **Genesee County Nursing Home Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000, Genesee County 819**

Effective Date: **01/01/06**

Expiration Date: **12/31/09**

PERB ID Number: **7023**

Unit Size: **170**

Number of Pages: **52**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

AGREEMENT

by and between

GENESEE



COUNTY

and

**CSEA, Local 1000 AFSCME,
AFL-CIO**



Genesee County Nursing Home Unit
Genesee County Local 819

January 1, 2006 – December 31, 2009

Number of members = 170
Received 12/24/07

C.S.E.A. (NURSING HOME) AGREEMENT

CONTRACT YEARS – 1/1/2006-12/31/2009

This is an Agreement entered into by and between the Genesee County Legislature (hereafter referred to as the Employer), and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, the Union certified by the Genesee County Nursing Home Unit, Local 819, (hereafter referred to as the Union).

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union.

The parties recognize that the interest of the community and the job security of the Employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all Employees.

ARTICLE 1 RECOGNITION

1.1 Employees Covered

1.1.1 The Employer hereby recognizes the CSEA 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 of permanent employees with the following titles: Activities Aide, Resident Assistant, Nursing Unit Aide, Certified Nursing Assistant, Nursing Assistant Trainee, Registered Professional Nurse, Assistant Head Nurse, Licensed Practical Nurse, Head Nurse and Supervising Nurse.

1.1.2 The Employer also hereby recognizes the CSEA Union as the sole and exclusive representative for such other job classifications for which the Employer shall, by resolution, duly recognize the Union as bargaining agent, or which shall be determined by the New York State Public Employment Relations Board as within the Bargaining Unit.

1.2 The Employer agrees to notify the Union of a new title or change in title prior to implementation.

1.3 The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference,

restraint or coercion by the Employer or (employee representative) against any employee because of Union membership. The Employer further agrees not to discriminate against any employee for acting in an official Union capacity or for conducting lawful Union business.

ARTICLE 2 AID TO OTHER LABOR ORGANIZATIONS

2.1 The Employer will not aid, promote or finance any labor group or organization which purports to engage in Collective Bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 3 NO-STRIKE PLEDGE

3.1 Pursuant to Section 207 (3)(b) of the Article 14 of the New York State Civil Service Law, the Union affirms that it does not assert the right to strike against any government, to assist or participate in such a strike.

ARTICLE 4 MANAGEMENT RIGHTS

4.1 The Union recognizes that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, delegated, granted or modified by this Agreement are, and shall remain, exclusively those of the Employer.

4.2 Not by way of limitation of the foregoing clause, the Employer retains the right and responsibility, subject always to the terms of this Agreement to (1) hire, discharge, transfer, suspend and discipline employees; (2) to determine the number of persons required to be employed, laid-off or discharged; (3) to determine the qualification of employees; (4) to determine the starting and quitting time and the number of hours to be worked by its employees; (5) make any and all rules and regulations; (6) determine the work assignments of its employees; (7) determine the basis for selection, retention and promotion of employees to or for occupations not within the Bargaining Unit established by this Agreement; (8) determine the type of equipment and the sequence of work processes; (9) determine to make technological alternations by revising either processes or equipment or both; (10) determine work standards and the quality and quantity of work to be produced; (11) select and locate plants or other facilities; (12) establish, expand, transfer and/or consolidate work processes and facilities; (13) transfer or sub-contract work; (14) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work; (15) terminate or eliminate all or any part of its work or facilities.

4.3 The Union agrees, in recognition of Management's Rights, not to request the Employer to bargain with respect to the foregoing during the term of this Agreement except as otherwise specifically provided for herein, either as to the basic decision or as to the effect of that decision upon wages, hours and other terms and conditions of

employment.

ARTICLE 5 UNION DUES/AUTHORIZED DEDUCTIONS

5.1 Payment of Check-Off

5.1.1 The Civil Service Employees Association, Inc. shall have exclusive rights to payroll deduction of dues and union sponsored insurance and benefit program premiums for employees covered by this Agreement. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, on a payroll period basis.

5.2 Indemnity

5.2.1 The Union shall indemnify and save the Employer harmless from any and all manner of claims, demands, suits, actions and other forms of liability which may arise against the Employer out of or by reason of the deductions provided for hereunder, the payment of the same to the Union, or any other action taken or not taken by the Employer, including any liability related to previously signed cards which vary from the terms of the forms which the union is now using.

5.3 Check-Off Forms

5.3.1 The Employer agrees to deduct Union membership dues and other authorized deductions from the paychecks of employees in accordance with the deduction authorization forms signed by employees and thereafter supplied to the Employer in the manner agreed by the parties in section 5.1 of this Article.

5.4 When Deductions Begin

5.4.1 Check-Off deductions under all properly executed Authorization for Check-Off of Dues and other Authorized Deductions Forms shall become effective at the time the application is signed by the Employee, and shall be deducted proportionately from each paycheck thereafter.

5.5 Termination of Check-Off

5.5.1 An employee shall cease to be subject to Check-Off deductions beginning with the month immediately following the fifteenth (15th) day of the month in which he/she (1) is no longer a member of the bargaining unit, or (2) serves notice terminating his Check-Off Authorization. The Union will be notified by the Employer of the names of such Employees following the end of each month in which the termination took place.

5.6 Employee Information List

5.6.1 The Employer will, within thirty (30) days after the ratification of the Agreement, furnish the CSEA Unit President with a complete list of names, home addresses and position titles of all employees in the Negotiating Unit covered under this Agreement and will, within five (5) working days after the last work day of each month,

furnish the Unit President (CSEA) with a list of names, addresses and position titles of newly hired, reinstated, transferred and terminated employees.

ARTICLE 6 ACCESS TO EMPLOYEES

6.1 The Employer agrees that its representatives shall allow Union Officials and Field Staff from the State, Region and Local components of the Civil Service Employees Association access to employees during their working hours upon notice to the Employer that they will be entering the premises of the Employer to administer this Agreement and/or explain benefits and programs of the aforementioned Union. However, such access shall not unduly interfere with the work duties of an employee.

ARTICLE 7 BULLETIN BOARDS

7.1 The Employer agrees to provide bulletin boards in common work areas accessible to all employees in the Bargaining Unit, which may be used exclusively by the Union.

ARTICLE 8 PROMOTION, DEMOTION AND TRANSFER

8.1 Promotion

8.1.1 When a current employee is given an appointment to a position in a higher salary grade than that in which he/she has been serving, the grade-step on which the employee is placed shall be determined by the employer, based upon the employer's evaluation of the employee's experience, training, and previous performance. In no event shall such step provide an hourly rate less than that which the employee previously received, or less than the minimum of the grade which the employee has been newly appointed.

8.2 Demotion

8.2.1 When an employee is demoted in accordance with the Rules of the Civil Service Commission of the County of Genesee, through no fault of his/her own, to a position having a lower salary range, upon such demotion, he/she shall be paid the salary in such lower range which corresponds with the number of years of service from which he/she was demoted. Whenever an employee is demoted for incompetency or misconduct, in accordance with the Rules of the Civil Service Commission of the County of Genesee, he/she shall be paid the salary which corresponds with the rate of compensation or title to which he/she has been demoted.

8.3 Transfers

8.3.1 A permanent employee reinstated within one year to his/her former position or to another position in the same class shall be paid at the rate within the salary grade which he/she was receiving at the time of the layoff or other separation not reflecting discredit upon the employee.

8.4 If a permanent employee has accepted a provisional promotional appointment and returns to his/her original position, he/she shall be placed in the salary step he/she would normally have attained had he/she not accepted the provisional appointment.

8.5 An employee with earned leave credits in another County agency, who voluntarily terminates employment with the agency to accept an appointment at the Nursing Home, with no break in service, shall be eligible to transfer all leave accruals, except vacation, which were to his/her credit at the time of his/her termination with such agency.

8.6 The effective date of salary increases or decreases shall be the first day in which the employee functions under the directive resulting in such change.

8.7 Upon amendment of the Salary Plan, the following adjustments shall be made:

8.7.1 An employee occupying a position in a class allocated to a pay grade which is revised upward, shall be moved from the step he/she is occupying at the time of re-allocation to the corresponding step in the new salary grade.

8.7.2 A permanent employee occupying a position in a class which has been re-allocated downward shall retain his/her current salary if it is within the new salary grade and have normal advancements on his/her anniversary date of the new maximum.

8.7.3 The salary of a permanent incumbent shall not be reduced by reason of re-allocation of the salary grade of his/her title. A permanent employee whose present salary is above the maximum rate for his/her class will remain at his/her present salary which shall be construed as a step in the salary grade for this individual as long as the incumbent is in this position.

ARTICLE 9 REINSTATEMENT OF VETERANS LAW

9.1 The re-employment rights of employees and probationary employees will be governed by applicable laws and regulations. An employee returning from service in the Armed Forces will have seniority equal to the time he/she spent in the Armed Forces, in accordance with such laws and regulations.

ARTICLE 10 LEAVES OF ABSENCE

10.1 Authorized Absences

10.1.1 Leave without pay may be granted at the discretion of the County Manager, whose decision shall be final, non-reviewable and non-arbitrable. Such leaves may be granted for a period of up to one year, except that extensions, for good cause, may also be granted, under the same provisions as the initial leave.

10.1.2 When returning from a paid leave of absence hereunder, or an

unpaid leave not exceeding sixty (60) calendar days, an employee will, whenever possible, and appropriate, return to his/her regular shift and previous duties. Under the conditions set forth in this paragraph, a returning employee will not be displaced by a temporary employee.

10.1.3 When an employee returns to work from a Workers' Compensation related absence, and is placed on restricted duty by his/her physician, he/she, whenever possible, shall return to the same working hours they had prior to the absence. However, based upon the restrictions imposed by the employee's physician, the employee may be required to work an alternative schedule. At all times, the employer reserves the right to limit the number of employees on restricted duty on any given shift.

ARTICLE 11 WORKING HOURS

11.1 County offices shall be open for the conduct of business and convenience of the public in strict accordance with hours prescribed by the Genesee County Legislature.

11.1.1 Employees of the County of Genesee within the Bargaining Unit represented by the Union should understand that punctuality is important for the smooth and efficient operation of County departments, as with any other business. Accordingly, employees are expected to be on hand and ready for work at the beginning of their shifts. They are likewise expected to stay on the job until completion of their work day.

11.1.2 Working Hours

The normal work schedules at the Nursing Home are as follows:

Day Shift	7:00 a.m. - 3:00 p.m.
	9:00 a.m. - 5:00 p.m.
	6:00 a.m. - 2:00 p.m.
	10:30 a.m. - 6:30 p.m.
Evening Shift	3:00 p.m. - 11:00 p.m.
Night Shift	11:00 p.m. - 7:00 a.m.

In addition to the above, flexible schedules may be added in order to achieve the requirements of both operating the Nursing Home on an efficient basis as possible, and at the same time, meeting the services required by the residents and NY State.

11.1.3 Genesee County Nursing Home employees covered hereunder shall be entitled to their straight time hourly wage for all hours worked in excess of their normal work week from thirty-seven and one-half (37 ½) hours to forty (40) hours and at the rate of time and one-half their normal hourly wage for all hours worked in excess of forty (40) hours in one week. Holidays, and all Vacation Days and Personal Time shall be treated as time worked for the purpose of calculating overtime. Sick Leave time will not be included in the calculation of overtime pay.

11.1.4 Except as indicated hereafter, the normal work week for the Nursing staff, the Domiciliary staff and the Activity staff will be based upon a 37.5 hour work schedule. A period of one half hour each day shall be allowed for an unpaid lunch. If an employee is called to a unit during his/her lunch period, he/she will be paid pursuant to 11.1.3.

11.1.4.1 New employees hired after the ratification of the 1999-2002 Agreement (July 14, 1999) in the title of Certified Nursing Assistant or Nursing Assistant Trainee will be assigned where needed.

11.1.4.1 As a general guideline, a fifteen minute break may be taken within 2 - 3 hours of an employee's start time and within 1 - 2 hours of an employee's finish time. These breaks may not be combined and taken in a one half (.5) hour segment nor may they be combined with a lunch period. Exceptions may occur, however, on a per incident basis upon the prior approval of the Department Head.

11.1.5 The Nursing staff is expected to be on the Nursing Unit and ready for work at the start of their shift. They are likewise expected to stay on the job until whenever their work shift is finished. Overtime will be paid starting from twelve (12) minutes from the end of the shift, if appropriate. Overtime must be approved by a Supervisor.

11.1.5.1 Nurses shall report to their work stations five (5) minutes before the start of their shift and shall remain for five (5) minutes after their shift for the purpose of exchanging necessary information between shifts.

11.2 Compensatory Time

The accrual and usage of compensatory time is limited to those employees in the title of Head Nurse and Supervising Nurse. Compensatory time shall be made available in lieu of cash payment for overtime work in accordance with the limitation set forth below.

11.2.1 The earning of Compensatory Time shall be limited for both parties to a per incident basis with each specific incident of overtime or call in to work requiring written approval by the Department Head or his/her designee before Compensatory Time may be earned. Written approval for the accrual of Compensatory Time may be waived in emergencies or at call in situations when the Department Head or designee is not available. Each case will be reviewed retroactively by the Department Head or designee at the earliest possible time.

11.2.2 The usage of Compensatory Time shall be limited for both parties to a per incident basis with each specific incident of use requiring written approval by the Department Head or his/her designee before Compensatory Time may be used. Written approval may be waived on a case by case basis in emergency situations. Each case will be reviewed retroactively by the Department Head or designee at the earliest possible time.

11.2.3 Compensatory Time shall accrue at a rate equal to the overtime rate as set forth in 11.1.3. Compensatory Time shall not be treated as time worked for the purpose of calculating overtime.

11.2.4 The maximum accrual of Compensatory Time shall not exceed twenty-four (24) hours. At any time the employee accrues a total of twenty-four (24) hours, he/she shall be paid the appropriate rate for any time worked in excess of the accrued twenty-four (24) hours.

11.2.5 As far as possible, Compensatory Time off shall be granted to employees at the time most desirable to them, but the final right to determine when

Compensatory Time off shall be taken by an employee is expressly reserved to the Department Head in order to insure orderly operation of its business.

11.2.6 At any time an employee earns Compensatory Time, and uses Compensatory Time within the same pay period, the Compensatory Time used during that pay period shall be deducted from the Compensatory Time earned that same pay period prior to the calculation of Compensatory Time bank hours.

11.2.7 When an employee terminates employment with Genesee County, he/she shall be paid for all Compensatory Time earned but not yet taken up to twenty-four (24) hours, at the employee's current hourly rate.

11.2.8 Compensatory time leave may be used in conjunction with any other leave credits, upon the approval of the Director of Nursing or the Assistant Director of Nursing. Such a request, however, must be made in writing, at the same time the request for other leave is made.

11.3 Daylight Savings Time

Employees working the full 11:00 p.m. to 7:00 a.m. shift at the time of the change from Eastern Standard Time to Daylight Savings Time will be paid for those six and one half (6.5) hours worked that shift. Employees using leave credits during this time will be charged up to a maximum of six and one half (6.5) hours.

In the Fall, when the change from Daylight Savings Time to Eastern Standard Time occurs, employees working the full 11:00 p.m. to 7:00 a.m. shift will be paid for those eight and one half (8.5) hours worked that shift. Employees using leave credits during this time will be charged up to a maximum of eight and one half (8.5) hours.

ARTICLE 12 CLASSIFICATION AND WAGES

12.1 Exhibits A, B, C and D which are attached hereto and made part of this Agreement contain the Salary Schedules for 2006-2009 for each job classification covered by this Agreement.

12.1.1 Effective the first full payroll in 2006 each employee covered under this agreement shall receive a 2.5% increase over his/her 2005 base hourly rate.

12.1.2 Effective the first full payroll in 2007 each employee covered under this agreement shall receive a 2.5% increase over his/her 2006 base hourly rate.

12.1.3 Effective the first full payroll in 2008 each employee covered under this agreement shall receive a 3% increase over his/her 2007 base hourly rate.

12.1.4 Effective the first full payroll in 2009 each employee covered under this agreement shall receive a 3% increase over his/her 2008 base hourly rate.

12.1.5 Each employee due a step increment shall receive such increment in accordance with the present practice for providing such increments pursuant to the nine step salary schedule as indicated in Exhibits A, B, C, & D.

12.1.6 A Nursing Assistant Trainee will be paid, as indicated, according to the appropriate CSEA NH wage schedule.

12.2 Employment of any person by the County of Genesee shall be subject to the Civil Service Rules as adopted by the Genesee County Personnel Officer and approved by the New York State Civil Service Commission.

12.3 Except as provided in Section 12.1.5, an employee entering any one of the positions or occupations listed in the Salary Schedule shall receive the minimum salary allocated to his/her position and shall thereafter be entitled to the increments which correspond with the number of years of his service in such position or occupation, in accordance with the language of the Salary Schedule. A new employee in order to qualify for an increment shall have started employment before July 1st. of any year. An employee promoted prior to July 1st of any year shall be entitled to an increment on the following January 1st. An employee promoted after July 1st of any year shall not be entitled to an increment.

12.4 Wages, less appropriate deductions, shall be paid every two weeks for the two-week period preceding the week in which payment is made. The day of the week which shall be payday during a given calendar year shall be designated by the County Treasurer.

12.5 The Employer will furnish the Union President and Vice President a complete list of names, home addresses, position titles, date of hire, salary grade and step, annually, or all employees covered by the Agreement. Notification of changes shall be within thirty (30) days of new hire, promotion or termination.

12.6 Hourly Work Stipend: For all hours worked in addition to scheduled hours a stipend will be paid as follows:

An employee volunteering to work additional hours, or responding affirmatively to a Department Head or Supervisor request to work additional hours, will receive a stipend of \$1.00 per hour for all additional hours worked.

Overtime will not be calculated on these stipends. If the total hours worked during that week are below 40, the employee will receive the stipend.

12.7 Experience Bonus

The Nursing Home Administrator has the ability to hire a new employee at an advanced step in the appropriate grade based upon the need of the facility and the candidate's demonstrated ability and experience. The Administrator will provide the President of the Union, in writing, a breakdown of the candidate's demonstrated ability and experience. The demonstrated ability and experience of the candidate must be shown to be within the purview of the duties to be performed by him./her in the title which he/she shall encumber upon commencing employment with the Genesee County Nursing Home. Additionally, the Administrator or his/her designee shall not hire such an employee above Step 5 of the grade in which the title is placed. If sufficient need is not demonstrated, or the Union determines that the training and experience of the new employee is not sufficient to justify the higher salary level, the Union may request the upgrading of present employees in the same title or classification to the new employee's salary level.

12.8 Sign-On Bonus

A new employee will be eligible for a \$500 sign on bonus, paid in two equal installments of \$250, upon successful completion of six (6) months and twelve (12) months of employment with the facility. The employee must have no documented incidences of no-call, no-show, and must have an acceptable attendance record to be eligible for the bonus; subject to review by the Director of Nursing and the Union President. The payments will be made in a separate check in the first full payroll following the employee's acceptable completion of the above mentioned time periods. The sign-on bonus will be prorated according to hours worked by the new employee. For example, if the new employee is part-time, and working 19.5 hours/week, the bonus would be 50% of the above.

ARTICLE 13 EMPLOYEE INCENTIVE PROGRAM

Within six (6) months after the date of ratification of this contract, both parties agree to meet in an appropriate forum to discuss the formulation of a program that would address incentives for employee suggestions that result in cost efficiencies for the Nursing Home. An Employee Incentive Program will be instituted only upon approval of both the Union and the County.

ARTICLE 14 HOLIDAYS

14.1 Designated Holidays:

14.1.1 The following days shall be designated Holidays for which employees covered by this Agreement shall receive time off with no loss of salary:

New Years' Day	Labor Day*
Martin Luther King Holiday*	Columbus Day*
President's Day Holiday*	Thanksgiving Day
Memorial Day*	Day after Thanksgiving
Independence Day (July 4)	Christmas Day
	Floating Holiday

*Shall coincide with the holiday observed by the County

14.1.1.1 Prior to October 30th of any year, the Employer shall post sign-up sheets for the Thanksgiving, Christmas, and New Year's Day holidays. Each employee entitled to holiday benefits shall indicate on the sign-up sheets one of the following choices for each holiday:

*Have holiday off

*Work holiday-opt for day off in lieu of holiday per 14.1.2

*Work holiday-opt for pay at 2.5 times hourly rate per 14.1.5.1

Requests for taking the Christmas Holiday off will be granted pursuant to 14.1.2.

Requests for Thanksgiving will be granted by random drawing.* Requests for New Year's Day will be granted by random drawing, separate from the random drawing conducted for the Thanksgiving Holiday.

The process used for the Random Drawings is as follows:

All employees desiring to have Thanksgiving and/or New Year's Holiday off will indicate so to their Department Head by April 12 for Thanksgiving and September 30 for New Year's Day of that calendar year. One week after these deadlines the Departments Head(s) and one or more Union representatives will meet and requests will be randomly drawn. The first request will be drawn by a Union representative, the second by a Department Head and so on.

The Department Head reserves the right to modify the Holiday requests granted in order to meet staffing requirements. Any change that is made will be communicated to the Union President along with the reason the change was made.

Employees will not be granted time off on the Thanksgiving Holiday in consecutive years. Employees will not be granted time off on the New Years Holiday in consecutive years. Employees whose leave request for Thanksgiving and/or New Year's Day are selected by random drawing in year one are not eligible to request that holiday off in year two. Those employees whose leave request for Thanksgiving and/or New Year's Day are selected by random drawing in year two are not eligible to request that holiday off in year three, and so on. This includes employees whose requests are granted via random drawing, but who subsequently choose to work on the holiday.

There may be instances where, due to scheduling, a Department Head must assign additional employees to work after the random drawing has been conducted and leave requests granted. In this situation the first employee assigned to work will be the last name drawn in the random drawing, the next employee assigned to work will be the second to last name drawn in the random drawing, and so forth.

In those cases where, due to scheduling, an employee's leave request for Thanksgiving and/or New Year's Day selected by random drawing is assigned to work on the Holiday by their Department Head. These employees will be granted the same holiday off the following year prior to the random drawing.

Following the random drawings conducted for Thanksgiving 2008 and New Year's Day 2009 the process will be reviewed by the Labor-Management Committee. The Committee will decide if any modifications are necessary at that time.

14.1.1.2 The Employer will then schedule the holidays by seniority on the basis of work location and shift among employees performing similar work, with the most senior employees getting their choice.

14.1.1.3 Once the scheduling has been completed the schedule will be posted accompanied by a Seniority List.

14.1.2 Because the Nursing Home operates every day of the year and it is not possible for all employees to be off duty on the same day, the Administrator has the right at his sole discretion to require any employee to work on any of the holidays listed in Section 14.1 provided, however, that such employee shall be given the option of receiving holiday pay pursuant to Section 14.1.5, or taking a day off in lieu of the designated holiday. This day off shall be selected by the employee subject to approval by the Administrator and shall be taken within the period of the (10) days preceding or following the holiday. Preference in the selection of a day off in lieu of a holiday or holiday pay shall be on the basis of seniority among employees performing similar work.

14.1.3 If a designated holiday falls within an employee's scheduled vacation, such employee if otherwise eligible, shall, at the option of the Administrator, be paid two days pay at the employee's regular rate of pay for the holiday, or granted an additional day of vacation, to be taken at a later date.

14.1.4 An employee scheduled to work on a designated holiday, but who fails to report, shall not be eligible for a day off in lieu of the holiday, or paid holiday pay, unless excused by the Administrator for good cause.

14.1.5 Employees who opt for holiday pay shall be paid for the designated holiday as follows:

14.1.5.1 Thanksgiving, Christmas, and New Year's Day: Employees shall receive seven and one half (7.5) hours pay at the premium rate of 2 ½ times their base rate of pay, plus shift differential.

Martin Luther King Holiday, President's Day Holiday, Memorial Day, Independence Day, Labor Day, Columbus Day, Day After Thanksgiving: Employees shall receive seven and one half (7.5) hours pay at the premium rate of 1 ½ times their base rate of pay, plus shift differential.

14.1.6 To be eligible for holiday pay, an employee must satisfy all of the following requirements:

14.1.6.1 He/she must have worked his/her scheduled work day before, and his/her scheduled work day following, the actual designated holiday shown in paragraph (14.1.1) above, unless excused by the Administrator for good cause.

14.1.6.2 He/she must have worked in the two (2) week payroll period in which the designated holiday occurs unless on approved leave.

14.1.6.3 Eligibility to request Thanksgiving, Christmas, and New Year's Day will commence once the employee has passed their fifth anniversary of employment at the Nursing Home.

14.1.6.4 Eligibility to request Martin Luther King Holiday, President's Day Holiday, Memorial Day, Independence Day, Labor Day, Columbus Day, Day After Thanksgiving will commence once an employee has passed their one year anniversary date of employment with the Nursing Home.

14.1.6.5 Eligibility for the Floating Holiday will commence once an employee has successfully completed their Probationary period. The Floating Holiday must be used during the calendar year or will be forfeited.

14.2 As defined in this article, Holiday leave must be utilized in full-shift segments, unless otherwise approved by the Administrator.

14.3 Each employee covered under this contract shall receive seven and one half (7.5) hours holiday leave or seven and one half (7.5) hours holiday pay at the appropriate rate as determined by the various sections of this Article 14, for each holiday set forth in this Article 14.

14.4 Requests for Vacation and Personal Leave take precedent over requests for use of the Floating Holiday.

ARTICLE 15 VACATION LEAVE

15.1 Vacation: All Regular full-time employees who have been continuously employed by the Employer shall be entitled to vacations with pay earned on a calendar year basis in accordance with the following schedule during the term of this Agreement:

Yrs of Empl.	Dys Ernd Per Mnth	Max Ds Ernd	Max Wk Ernd	Max Ds to be taken	Max Wks to be taken
1st Partial Year of Hire	1	10	2		None
1st Full Calendar Yr.	1	10	2	10	*See Note
2nd	1	10	2	10	2
3rd	1	10	2	10	2
4th	1	10	2	10	2
5th	1	11	2-1/5	10	2
6th	1	12	2-2/5	11	2-1/5
7th	1-1/2	13	2-3/5	12	2-2/5
8th	1-1/2	14	2-4/5	13	2-3/5
9th	1-1/2	15	3	14	2-4/5
10th	1-1/2	16	3-1/5	15	3
11th	1-1/2	17	3-2/5	16	3-1/5
12th	1-1/2	18	3-3/5	17	3-2/5
13th	1-1/2	19	3-4/5	18	3-3/5
14th	1-1/2	20	4	19	3-4/5
15th	2	21		20	
16th	2	22		21	
17th and each succeeding year	2	22		22	
24th	2	25		22	
25th and each succeeding year	2+	25		25	
		One day in 12th month			

*NOTE: 1/5 week for each month in which employee works or is fully compensated for twenty (20) days. Employee must have been hired prior to October 1 of the previous year.

15.2 All regular full-time employees shall be entitled to vacation with pay earned on a calendar year basis, based upon their actual compensated employment

service in Genesee County in accordance with the above schedule.

15.3 An employee who voluntarily leaves County service, with appropriate advance notice--which shall be defined as 10 working days--will be given compensation for all unused Vacation Leave accruals at the rate in effect on the date of termination. An employee who terminates voluntarily without giving appropriate advance notice may be eligible for such compensation, at the discretion of the Administrator. An employee who is terminated for just cause shall not be eligible for such accrued vacation pay.

15.4 An employee shall not accumulate vacation credits during each full month of an unpaid leave of absence. An employee may use Vacation Leave in the case of a major illness when sick leave has been exhausted.

15.5 Vacation accruals earned during one (1) calendar year shall not become the property of the employee and shall not be taken or paid for until the commencement of the next calendar year and must be taken during the next calendar year. Upon termination or death of an employee, compensation shall be made to the employee's estate for all unused vacation accruals, at the rate in effect at the time of such payment.

15.6 As far as possible, Vacation Leave shall be granted to employees at the time most desirable to them. The final right to determine the time of Vacation Leave for any employee is expressly reserved to the Employer in order to insure orderly operation of its business.

15.7 In the event of a death for which an employee is eligible to receive funeral leave with pay occurs during the employee's vacation and the employee uses one or more such days to return from leave and/or attend the funeral, that employee shall be entitled to the number of days necessarily used to reach and/or attend the funeral as additional Vacation Leave, to be scheduled with his/her supervisor's approval. The employee shall promptly notify his/her supervisor of such death.

15.8 Insofar as accruals allow, vacation time shall be taken in full-shift segments, unless otherwise approved by the Administrator.

15.8.1 Annually, each employee covered under this agreement may opt for the pay out of up to, but not exceeding, ten (10) days of Vacation Leave. This pay out would be at the employee's regular rate of pay* at the time of the request. In lieu of cash payment the employee also has the option to carry over to the next fiscal year up to but not exceeding ten (10) days of unused Vacation Leave credits from the current calendar year. The request to carry over Vacation Leave credits under this subparagraph should be presented in writing, to the Administrator no later than December 1. The employee must designate, in writing, whether these days are to be credited to his/her Vacation Leave or sick leave. If an employee fails to designate, the Employer will designate the days as Sick Leave. If the employee is maxed out in Sick Leave, the days will automatically be designated as Vacation Leave. Final approval of carry over requests made pursuant to this section rests solely with the Administrator.

*Regular rate of pay = An employee's base hourly wage on the wage schedule.

15.8.2 Every six months, employee requests for Vacation Leave time will be considered in the following manner: Such requests must be submitted in writing by

the employee during a specified time period. Such leave may be approved pursuant to 15.7 and if approved, may be taken in a minimum of one (1) day or up to the maximum of leave accruals available to the employee at the time of the request, pursuant to other stipulations in this contract.

15.8.3 An employee requesting Vacation time to be taken during January 2nd and June 30th of the subsequent calendar year pursuant to 15.9.2 will be allowed to submit his/her request to his/her Department Head no sooner than the first Monday of November of the current year. At 3:00 pm, on the first Monday of December, receipt of requests will be closed. An employee requesting Vacation time to be taken during the time period between July 1st and January 1st of the following year will be allowed to submit his/her request to his/her Department Head no sooner than the first Monday of May. On the first Monday of June, requests for this time period will be closed. Employees making such requests will be notified of Department Head approval/disapproval within ten (10) working days after the period for requests is closed. The basis for the approval of an employee's request for Vacation Leave will be based upon seniority and pursuant to 15.6, and 15.8.3.1.

15.8.3.1 Approvals of Vacation Leave requests will be limited to a maximum as follows during the months of May, June, July, and August:

Employee works:

37.5 hours per week: 10 days

30 hours per week: 8 days

22.5 hours per week: 6 days

15.8.4 Once an employee's request for Vacation Leave has been approved, it is understood by both parties, that the employee must take the scheduled time off. If, however, an employee becomes ill before his/her scheduled Vacation Leave, and the illness will extend into the scheduled Vacation Leave, he/she may request in writing, that the scheduled Vacation Leave be changed to Sick Leave. Such request must be substantiated by a physician's certificate. If the employee fails to make such a request prior to the start of the Vacation Leave, the time off shall remain designated as Vacation Leave.

15.8.5 If an employee goes on Leave Without Pay prior to the pre-approved scheduled Vacation Leave, the scheduled Vacation Leave must be used before an employee is placed on Leave Without Pay.

15.8.6 It is further understood that if for any reason, pre scheduled Vacation Leave is not used pursuant to the above, the Employer is under no obligation to make that time available for the use of another employee.

15.9 Additional Vacation Leave not requested and approved pursuant to 15.8.1 above may, however, be requested anytime throughout the year. Such requests must be submitted to the Department Head no later than 3 pm on the Friday prior to when the schedule is released on Tuesday. Requests received after 3 pm will not be considered. Vacation Leave approval pursuant to this paragraph will be based upon the date of the receipt of the Vacation Leave request. In the event of a conflict, and the Department Head is unable to determine which employee submitted his/her request first, approval will be based solely upon seniority and pursuant to 15.6.

ARTICLE 16 RETIREMENT

16.1 The Employer shall continue the present coverage of employees under this Agreement under 75i of the New York State Retirement and Social Security Law, for Tier 1 and 2 employees, and Articles 14 and 15 of the New York State Retirement and Social Security Law for Tier 3 and 4 employees.

16.2 Effective January 1, 1974, all employees are granted the application of unused sick leave as additional service credits upon retirement up to one hundred sixty-five (165) days, maximum subject to applicable provisions of Section 41-j of the New York State Retirement and Social Security Law.

16.3 Each employee who is a member of the New York State Retirement System is granted the maximum Death Benefit available under either Section 60-b or Section 448 of the New York State Retirement and Social Security Law. It is understood that any such benefits are to be paid through the New York State Retirement System, and that Genesee County is assuming no responsibility for any payments in connection with such death benefits.

16.4 Sick Leave Credit for Medical. Upon the effective date of an employee's retirement from County employment, he/she shall be credited with fifty (\$50) dollars for each Sick Leave Day on the books in excess of one hundred sixty-five (165) days. The maximum number of days credited with this \$50 shall not exceed eighty-five (85). The maximum amount of dollars credited shall not exceed four thousand two hundred fifty (\$4250) dollars. The dollar amount credited to each employee shall be used for the continuance of Medical benefits in one of two ways at the employee's option. The two options are:

1. Continued Medical Benefits at no cost to the retiree. The duration of which not to exceed the value of the Sick Leave Credit for Medical at the time of retirement. In this option, 100% of the monthly rate shall be paid by the County. Any increase in the rate will be borne solely by the County. Any such increase will subsequently decrease the estimated number of months of continued Medical Coverage available to the retiree.

2. Continued Medical Benefits with retiree co-pay. The duration of which will be extended due to the retiree contribution on a monthly basis, but shall not exceed the value of the Sick Leave for Credit for Medical at the time of retirement. In this option 50% of the monthly rate shall be paid by the County, and 50% of the monthly rate shall be paid by the retiree. Any increase in the monthly rate will be borne equally by the County and the retiree. Any such increase will subsequently decrease the estimated number of months of continued Medical Coverage available to the retiree.

Guidelines:

Employees must retire directly from County Service, and meet the NYSERS requirements based upon appropriate tier membership.

The determination of how the Sick Leave Credit for Medical is used is solely up to the employee. The designation must be in writing and received by the Personnel Office no later than two (2) weeks prior to the employee's retirement date.

If a retiree, at age 65, chooses a Medicare Replacement Program instead of Medicare, and enrolls in such a plan, if offered by the County, his/her benefit duration pursuant to the Sick Leave Credit for Medical will be readjusted to reflect the monthly premium for Medical Replacement Program.

Employees taking advantage of the Sick Leave Credit for Medical must provide copies of all correspondence with NYSERS to the Personnel Office for verification of filing and retirement dates.

ARTICLE 17 SICK LEAVE

17.1 Each full time permanent employee covered under this contract shall earn one and one quarter (1 1/4) days of paid sick leave for each month of employment. Maximum accrual is fifteen (15) days per year. The maximum accrual of sick leave days is limited to two hundred and five (205) days.

A Head Nurse or Supervising Nurse who has more than two hundred and five (205) days in his/her sick leave bank will be allowed to maintain that number in his/her bank. No accrual shall occur, however, until the maximum accrual falls below two hundred and five (205) days.

17.2 Sick Leave

Sick time may be taken only in the event of sickness which shall be defined as illness, bodily injury, or quarantine. Additionally, an employee may use Sick Leave for the care of an ill dependent child or spouse who resides with the employee.

An employee must present a physician's certificate for any use of sick leave of three (3) days or more due to a single episode. Annually, after the occurrence of five single episodes, regardless of the length of each episode, a physician's certificate will be required the next time the employee is absent. In the case of a protracted illness, such certificate must be presented at the end of each calendar month of absence.

Any time a physician's certificate is required, an employee will not be allowed back to work until such certificate is provided. It is understood, it is the employee's responsibility to provide the proper physician documentation in a timely fashion.

* Day = Scheduled work day

** Episode = One or more consecutive days off related to one specific illness, bodily injury or quarantine. A partial day off at the beginning or end of any episode will be counted as a full day for the determination of the need for a physician's certificate, and FMLA calculations.

17.3 Effective July 1, 1999, the private disability insurance provided by the County will cease. Also effective on this date, each permanent full time employee shall begin accruing one and one quarter (1 1/4) days per month when he/she has been on the payroll for twenty (20) days in any given month.

17.4 Upon retirement or termination of an employee, the employee shall be paid one (1) day's pay for each five (5) days of regular sick time accrued by the employee up to a maximum of thirty-three (33) days.

17.5 If an employee uses sick days in connection with an injury arising during the course of this employment and is covered under the Worker's Compensation Law and if the Employer is awarded reimbursement as a part of the Worker's Compensation determination, the employee will be re-credited with sick days which he/she used up to the amount of the reimbursement awarded to the Employer.

17.6 If an employee is separated from the County service by reason of temporary disability resulting from an occupational injury or disease as defined by the Worker's Compensation Law, he/she shall be entitled to a leave of absence for at least one year. While separated, no credits for days off in any category will be earned.

17.7 An employee who is pregnant may continue working as long as she and her attending physician feel she can adequately perform her work with reasonable safety. The employee will be allowed to use her accrued vacation and sick leave before being placed on maternity leave without pay. The employee has a right to be reinstated in a position of equivalent pay upon return from maternity leave.

17.8 Each employee covered under this contract shall be allowed to take sick leave in segments of one (1) or more hours.

ARTICLE 18 PERSONAL LEAVE

18.1 Each full-time permanent employee shall be entitled to five (5) personal days off per contract year for the transaction of personal business, religious observances, funerals (those not covered by Article 21) legal matters, physician or medical appointments, or emergencies which cannot be handled outside of working hours.

18.2 An employee requesting Personal Leave shall complete the Personal Leave Request Form.

18.3 The employee has the option to take the Personal Leave in segments of one (1) or more hours. At least forty-eight (48) hours advance notice shall be given for personal leave to the Employer, if possible.

18.4 Days of Personal leave shall not be taken off on consecutive Fridays and Mondays. No employee can take a Personal Leave day off prior to the start of a vacation or the day after the vacation except in emergency situations. Personal Leave days not used will be put into the employee's sick leave bank at the end of each contract year.

18.5 The employee shall not be required to divulge or provide detailed intimate explanations of the reasons for the use of Personal Leave.

18.6 In the first calendar year of employment, only each full-time permanent employee will be entitled to accrual of personal leave on the basis of one (1) day for each ten weeks of compensated employment with a maximum of five (5) days the first calendar year subject to the normal requirements for a Personal Leave day.

18.7 A response to a request for a specific day off, or a personal leave day, made within two (2) weeks of the requested day, shall be given within five (5) working days, exclusive of Saturdays or Sundays. A request made more than two (2) weeks in advance of such requested day shall receive a response as soon as practicable.

18.8 A maximum of three (3) Personal Leave days (22.5 hours) may be used for non-preapproved emergencies. Employees must notify his/her Supervisor prior to the start of his/her scheduled shift to receive pay for these hours. Such a request must be followed up in writing, and submitted to the nursing administration office prior to the start of the employee's next scheduled shift.

ARTICLE 19 MENTOR PROGRAM

Volunteer employees when designated as a Mentor by the Nursing Home Administrator or his/her designee will receive a \$.50/hour stipend. This stipend will be paid only for the duration of the Mentor assignment. The duration of the Mentor assignment/s will be at the discretion of the Nursing Home Administrator or his/her designee. It is agreed by both parties to jointly develop the terms and conditions of the Mentor Program in Labor Management Committee.

ARTICLE 20 VOLUNTEER/FIREMEN/EMERGENCY RESCUE UNIT MEMBERS

20.1 An employee who is a member of a Volunteer Fire Department shall be excused from work with no loss in pay for time spent on any fire (except standby) or emergency call during his/her regular shift under the following conditions:

20.1.1 In the event a volunteer firefighter has responded to a fire or emergency call and is on call at the time he/she is ordinarily required to report for work, he/she may remain until discharged by the Officer in charge. The Officer in charge shall supply a statement regarding the nature of the call and the amount of time that the firefighter was on duty. This statement must be presented to the Department Head in support of the employee's claim for an excused absence with pay for such emergency.

20.1.2 In the event an employee who is a volunteer firefighter is already at work with the County, and a call from his Department is received, the employee may be excused at the discretion of the Department Head or his/her designee.

ARTICLE 21 FUNERAL LEAVE

21.1 Upon ratification of the 1996-1998 Nursing Home Contract, each employee covered by this agreement shall be granted a maximum of three (3) days leave with pay in the event of the death of his/her parent*, parent-in-law, spouse, child**, grandchild, brother or sister. Other than the day used for the actual funeral day, the remaining two (2) days may be taken immediately prior to or immediately after the day of the funeral. Upon written notification by the employee to the NH Administrator or designee, one day of funeral leave may be held in reserve to accommodate extenuating circumstances involving the death of above member of the immediate family/ household (i.e. delayed internment). In the event of the death of a grandparent, brother-in-law,

sister-in-law, an employee may have one day off with pay on the day of the funeral.

* Individual who stood "in loco parentis" to an employee when the employee was under the age of eighteen years of age.

* Includes step child or foster child who reside with the employee at the time of death.

21.2 In the event of a death for which an employee is eligible for funeral leave, an employee scheduled on that day for a Genesee County Civil Service Examination shall be afforded the opportunity to take an equivalent examination subsequently, upon approval by the Genesee County Civil Service Commission. Appropriate procedures will be prescribed by the Commission for reporting the death and applying for a make-up examination. The employee shall give his Department Head advance notice of the rescheduled examination date.

ARTICLE 22 HOSPITALIZATION AND MEDICAL COVERAGE

22.1 The Employer agrees to provide single coverage for each single employee and family coverage for each family exclusively through the Genesee County Self Funded Health Benefits Plan for each full-time regular employee within 30 days of hire. The Plan will be managed by a mutually agreed upon Third Party Administrator. Notwithstanding the aforementioned paragraph, each employee covered under this contract who is eligible for medical coverage shall pay ten percent (10%) of the cost of the appropriate monthly rate during his/her first three (3) years of participation in the self funded medical plan. The employee contribution shall be made biweekly through payroll deduction. During this three year period, the Employer shall pay ninety percent (90%) of the cost.

Thereafter, every Employee shall contribute the following to his/her Hospitalization and Medical coverage: (rates effective the month following the ratification of successor agreement to 2003-2005 contract):

<u>Type of Coverage</u>	<u>Employee Cont. per pay period</u>
Single	\$10.00
Single with Child:	\$15.00
Two Adults:	\$20.00
Family:	\$20.00

22.1.1 Managed Care Services will be performed by a designated Case Management provider. These services will include:

Mandatory Pre-admission Certification Program with pre-service authorization and a penalty as directed by the Plan.

Mandatory Second Surgical Opinion with a penalty as directed by the Plan.

Concurrent Utilization Review and Discharge Planning.
Case Management Medical, Alcohol, Drug and Psychiatric.
Medical Claims Review.

Additional services include:

- Outpatient Surgical Procedure Review
- Outpatient Psychiatric Review (Limited to “partial hospitalizations” and concurrent review of same)
- Outpatient Alcohol & Substance Abuse Review (Limited to proposed “partial hospitalizations” and concurrent review of same)

22.1.2 In the event of a disputed claim, whether it be for a dollar amount paid on a claim or the rejection of a claim as a non-covered service, participants covered under the plan have the right to exercise the appeals process as per Department of Labor Regulations. The carrier/administrator of claims for the County Health Plan must follow, at a minimum, the Federal Department of Labor Regulations or the New York State Department of Labor Regulations, whichever applies. In order to expedite the process, it is suggested that the participant contact the carrier/administrator directly for all appeals. The carrier/administrator will adhere to the Health Insurance Portability and Accountability Act (HIPAA), protecting the privacy of all protected health information during any appeal. The County Personnel Office, upon request of the participant, may assist in claim resolution. However, in order for the Personnel Office to do so, patients will be required to sign an Authorization to Disclose Protected Health Information to the Personnel Officer.

22.2 Any employee who has been granted an unpaid leave of absence shall be permitted to continue participation of the group health insurance program for the duration of such leave of absence. Such employee shall have the full responsibility to remit to the County of Genesee the periodic premium required. Any failure of the Employee to comply with the written procedure for a remittance of the periodic premium shall relieve the County of any obligation to continue the employee on its health insurance roster. The County agrees that at the time of granting permission for an employee to take an unpaid leave of absence, it will, in writing, fully inform such employee of the procedure necessary and the remittance requirement in order for such employee to continue his participation in the County's group health insurance plan.

22.3 The Union and the Employer agree to commence a joint Labor Management Committee Meeting with other Collective Bargaining Units within the County to review the benefit levels outlined in the medical and dental plan documents, and to formulate changes to same, based upon the reallocation of available funds. Any changes in the medical plan document will be incorporated into the Genesee County Self Funded Medical Plan upon ratification by CSEA Nursing Home Unit.

22.4 Pursuant to Article 20.3 of the 1994-1995 Collective Bargaining Agreement, consensus has been reached in the Joint Labor Management Committee to offer an optional level of coverage through the Genesee County Self Funded Medical Plan, called “Partnership Plus”, to those eligible employees covered by this unit. The choice of whether to participate in the “Partnership Plus Plan” or the “Traditional Plan” is strictly voluntary on the part of the employee. Open enrollment for either the “Traditional Plan” or the “Partnership Plus Plan” will be held annually during the month of November.

22.5 Spousal Buy Back: Employees who are participants in the Genesee County Self-Funded Medical Plan, and who also have medical/hospitalization coverage through a spouse's non-county plan, may participate in the Medical Spousal Buy Back

Program upon submitting sufficient evidence of dual coverage to the Personnel Office, and upon signing an appropriate release form. In lieu of the employee's participation in the County's Self-Funded Medical Plan, the employee will receive an annual cash settlement of TWO thousand five hundred dollars (\$2500). The cash settlement shall be paid in two equal annual installments, one \$1250 during the month of July, and one \$1250 during the month of December. Any employee wishing to participate in this program must initiate the process by requesting the release form from the Personnel Office, completing and returning same to the Personnel Office. The employee's participation will commence on the first of the month following the receipt and approval by the Personnel Office.

An employee hired on or after September 11, 1996 who has Medical/Hospitalization coverage through a spouse's medical plan or employment other than with the County will not be eligible to participate in the Genesee County Self-Funded Medical Plan and must participate in the Spousal Buy Back Program. (Refer to Memorandum of Agreement dated 12/1/2000)

The County's current practice with respect to hospitalization coverage for spouses both of whom are employed by the County shall continue for employees hired on or before December 31, 1980.

22.5.1 An employee may join or leave the plan at any time. An employee's termination and reentry shall be limited to once each calendar year. However, in the event of divorce, death of spouse, or the spouse's loss of employment, immediate re-entry is available to the employee upon written thirty day notice to the Personnel Department.

An employee who leaves the Plan and then rejoins will be considered a new member of the Plan, subject to the same limitations and provisions as other new members who enroll in the insurance plan.

Upon joining the plan, the employee shall be entitled to an in lieu payment at the next payment date prorated to reflect the employee's time in the plan.

Upon leaving the plan, the employee shall be entitled to an in lieu payment at the next payment date prorated to reflect the employee's time in the plan.

21.5.2 All earnings from the employee's participation in this program shall be paid in a separate check. The W-2 issued at the end of the year shall indicate these additional earnings.

22.6 The Employer agrees to assist new part time employees with attaining medical coverage. The employer will work with the Genesee County Chamber of Commerce to facilitate the coverage of these employees. The County will contribute \$50.00 towards such employee's chosen single or family coverage. Such contribution will be paid directly to the medical coverage provider. The employee will use payroll deduction for the remainder of the cost of coverage.

ARTICLE 23 DENTAL INSURANCE COVERAGE

23.1 The employer agrees to provide single coverage for each single employee and family coverage for each family in accordance with the payment schedule mutually agreed upon the employer and the union. Dental benefits will be provided through the Genesee County Self Funded Dental Plan. The employer shall pay the full cost of such a plan in accordance with the type of coverage (single or family) desired by the employee. The Plan will be managed by a mutually agreed upon Third Party Administrator.

23.2 The Dental Program stated in Article 22.1 may be changed to a different program only if the employer and union mutually agree upon the replacement insurance program. Such replacement program shall provide equivalent or better benefits.

23.3 The disputed Claim Adjudication Procedure for Dental Claims is outlined in Article 21.1.2 Hospitalization/Medical Coverage.

23.4 Pursuant to July 1, 1996, the union and the Employer agree to commence a joint Labor Management Committee meeting with other collective bargaining units within the County to review benefit levels outlined in the current Dental Plan document, and to formulate changes to same. Any changes in the Genesee County Self Funded Dental Plan will be made after consultation with the current TPA, and will be incorporated into the Genesee County Self Funded Dental Plan for employees covered by this bargaining unit upon consensus of both parties, and upon ratification by the CSEA Nursing Home Unit members.

23.5 Dental Buyback: Upon ratification, employees who are eligible for dental insurance benefits through the Genesee County Self Funded Dental Plan, may participate in the dental buyback plan upon signing an appropriate release form. In lieu of the employee's participation in the County's Self Funded Dental Plan, the employee will receive an annual cash settlement of one hundred dollars (\$100). The cash settlement shall be paid in two equal annual installments, one (\$50) during the month of July, and one (\$50) during the month of December.

23.5.1 An employee may join or leave the plan at any time. An employee's termination and reentry shall be limited to once each calendar year. However, in the event of divorce, death of spouse, or the spouse's loss of employment, immediate re-entry is available to the employee upon written thirty day notice to the Personnel Department.

An employee who leaves the Plan and then rejoins will be considered a new member of the Plan, subject to the same limitations and provisions as other new members who enroll in the insurance plan.

Upon joining the plan, the employee shall be entitled to an in lieu payment at the next payment date prorated to reflect the employee's time in the plan.

Upon leaving the plan, the employee shall be entitled to an in lieu payment at the next payment date prorated to reflect the employee's time in the plan.

23.5.2 All earnings from the employee's participation in this program shall be paid in a separate check. The W-2 issued at the end of the year shall indicate these

additional earnings.

ARTICLE 24 VISION COVERAGE

Effective January 1, 2000, the County agrees to provide a Twenty-four Month Vision Coverage Plan for employees covered under this agreement. The coverage will be conditional upon the following:

The payment of the monthly rate will be provided entirely by the County only if the number of employees participating in the Medical Spousal Buy Back Program numbers ten (10) or more. If at any time the number of Medical Spousal Buy Back participants falls below ten (10), the Twenty-four Month Vision Coverage Plan for employees will cease immediately at the end of business on the last day of the month participation falls below ten (10).

Annually, the County will review the number of participants in the Medical Spousal Buy Back Program, during open enrollment (The month of May) to determine if the Twenty-four Month Vision Coverage Plan will again be offered to employees at the beginning of the next fiscal year. The County will notify the CSEA-NH President, and all affected employees by June 30th.

The initial enrollment date following the ratification of this agreement will be scheduled upon mutual agreement of both parties.

ARTICLE 25 LONG TERM CARE INSURANCE

25.1 The County shall provide accommodation for payroll deductions for Long Term Care Insurance through the NYSAC endorsed Long Term Care Program administered by MELTCA. Participation shall be voluntary and totally self paid by participating employees.

ARTICLE 26 FAMILY MEDICAL LEAVE ACT

26.1 The Employer and the Union adopt all provisions of the Family Medical Leave Act of 1993 including specifically the rights and options provided to employees and the rights and options provided to the Employer.

ARTICLE 27 MILEAGE

27.1 The mileage allowance for an employee using a personal automobile in the performance of duties required by the County shall be the fixed mileage rate set by the Federal Internal Revenue Service for the preceding year, effective at the beginning of the next Fiscal Year.

27.2 The Employer, its agents and/or representatives agree that they will not

require an employee to use his/her personal vehicle for County business and a refusal on the part of the employee to use his/her vehicle for such business shall not be cause for disciplinary action.

ARTICLE 28 PART-TIME, REGULAR EMPLOYEES

28.1 Part-time regular employees shall be defined as employees working a regular schedule of more than 20 hours but less than 40 hours per work week.

28.2 All such employees shall be covered under all provisions of the Agreement on a pro-rated basis with the exception of Dental coverage which shall be fully provided at no cost to the employee. Hospitalization Medical Coverage shall be provided consistent with the provisions of Article 21.

28.3 At any time, it is possible, these part-time regular employees shall be given full-time positions.

28.4 Part-time employees working twenty (20) hours or less per week shall not be entitled to any pro-rated fringe benefits.

ARTICLE 29 PLEDGE AGAINST DISCRIMINATION

29.1 No provisions of this Agreement shall be construed by the Employer inconsistently with any laws prohibiting discrimination on the basis of age, sex, marital status, race color, creed, national origin, veteran's status, or disability. Any violation of this subsection by the Employer shall be subject to procedures provided by State and Federal Law, but shall not be subject of a grievance or arbitration proceeding under this Agreement

29.2 All reference to Employees in this Agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 30 JURY DUTY

30.1 In accordance with NYS Judiciary Law, employees will be paid their full wages, less shift differential, or other stipends for the first three days of jury service if these days fall on days the employee is scheduled to work. After the first three days of jury service, an employee will be paid his/her full wages not including shift or other stipends less \$40 for each day of jury service on a scheduled work day for that employee if he/she were not required to report for jury service.

An employee serving as a juror shall not be entitled to overtime pay while serving.

30.2 When an employee is summoned for jury duty, he/she shall immediately

notify the NH Administrator or his/her designee. The employee summoned for jury duty will be assigned to work primarily 7:00 am to 3:00 pm, and will report for jury duty as required. An employee summoned for jury duty in the evening in a Town or Village court, will be assigned to work primarily 3:00 pm to 11:00 pm, and will report for jury duty as required. Any day the employee is not required by the court to spend the entire day in court, or is dismissed as a juror, he/she shall report to the Administrator or his/her designee to complete a shift.

30.3 An employee who is subpoenaed by the County shall receive compensation for all time necessarily spent responding to such subpoena, at his regular rate of pay. Any employee subpoenaed for an appearance other than on behalf of the County shall use Vacation Leave, or unpaid leave.

ARTICLE 31 PROFESSIONAL LEAVE

31.1 Each department may be permitted to send professional representatives to attend educational seminars that are job-related, at County expense (expenses subject to audit). A request to attend seminars shall be in writing to the Administrator, at least twenty (20) days prior to the seminar. This request shall then be submitted to the County Manager and Chairman of the Legislature for final approval.

ARTICLE 32 TUITION REIMBURSEMENT

32.1 The County agrees to pay for desired coursework that is directly related to work done by an employee, or work which may reasonably expect to be performed by the employee in the near future. Course relevancy will be determined by the employee's supervisor, with final approval resting with the County Manager. Employees approved for coursework at Genesee Community College will be given time off with pay if the courses so approved are during the employee's regularly scheduled work hours. Reimbursement will be based upon the employee's successful completion of the course(s).

32.2 Any County employee covered under this contract who wishes to matriculate at Genesee Community College may take coursework related to their degree program on a space-available basis at no cost to the employee.

32.3 During the term of this Agreement, the child(ren) and/or spouse of any unit member will be provided a tuition waiver upon enrollment as a full-time student at Genesee Community College with the intent to remain a full-time student for the semester in which they enroll. (A student must maintain a level of a minimum of 12 semester hours to be considered a full-time student.) The waiver is limited to the following limitations: (a) The student must apply for PELL and TAP; the waiver will cover the difference between any PELL and TAP awards and the actual cost of tuition at the College. (b) Award certificates from the Tuition Assistance program (TAP) and the PELL Grant (PELL) should be submitted to the GCC Financial Aid Office upon receipt. Failure to submit these certifications by November 15 (Fall applicants) or March 15 (Spring applicants) will result in full tuition charges being incurred at that time. (c) The

waiver is limited to tuition charges only, the student is responsible for all other fee charges that are set by the College.

32.4 Tuition Waivers shall be made available to the child(ren)/spouse of County employees through the Volunteer Service Tuition Program. A committee consisting of CSEA and Management Employees is responsible for administering and developing policies for this program. Changes in the Volunteer Tuition Service Program Policy will be presented to the CSEA Labor-Management Committee for approval prior to adoption.

32.5 CSEA will compile and keep records of community service hours donated by unit members.

32.6 CSEA will provide an annual accounting to the County of the number of community service hours credited, and the number of tuition waivers granted.

**ARTICLE 33
LEAVE CREDIT ACCUMULATION**

33.1 Every year on or before June 1st, each Genesee County employee will receive an accounting of the amount of sick leave, and vacation leave credit he/she has accumulated.

**ARTICLE 34
LONGEVITY**

Effective 1/1/03, longevity payments shall be made to those employees covered by this agreement after the completion of nine full years of employment with the County.

Employees covered hereunder shall receive longevity pursuant to the schedule below:

Years of Service	Longevity
1-9	0
10-14	\$.20
15-19	\$.40
20-24	\$.60
25-29	\$.80
30-34	\$1.00

Increments shall be determined on the basis that an employee hired between January 1, and July 1 of any given year shall be credited with a full year's service for that year. A leave of absence of more than six (6) months in any given calendar year shall result in the loss of that full calendar year's service credit time for longevity purposes.

Effective the first full payroll in 2007, longevity payments shall be made to those employees covered by this agreement after the completion of nine full years of employment with the County. Employees covered hereunder shall receive longevity pursuant to the schedule below:

Years of Service	Longevity
------------------	-----------

1-9	0
10-14	\$.30
15-19	\$.50
20-24	\$.70
25-29	\$.90
30-34	\$1.10

Increments shall be determined on the basis that an employee hired between January 1, and July 1 of any given year shall be credited with a full year's service for that year. A leave of absence of more than six (6) months in any given calendar year shall result in the loss of that full calendar year's service credit time for longevity purposes.

**ARTICLE 35
MILITARY LEAVE**

35.1 An employee shall be granted a leave of absence, with pay, if he/she is ordered to military duty of a period not exceeding thirty (30) calendar days in any one year as a member of the organized militia or a reserve component. Such pay shall be at the employee's normal rate.

35.2 An employee ordered to active military duty shall be granted a leave of absence, without pay, for a period not to exceed four years. An employee who is granted such a leave of absence shall be entitled to full rights under the New York State Military Law and the United States Military Selective Service Act of 1967, as amended. An employee who is entitled to reinstatement under either of the above laws shall be permitted to return to his/her position with such seniority, status, pay and vacation level as he/she would have had if not absent for military service.

**ARTICLE 36
SHIFT DIFFERENTIAL**

36.1 Effective upon the ratification of both parties, a shift differential shall be paid to those employees who are regularly assigned to work a shift in which the majority of hours fall either between the hours of 3 pm - 11 pm (Evening Shift) or 11 pm - 7 am (Night Shift). An employee will only receive the shift differential when he/she is actually working hours pursuant to the above. Overtime will not be calculated on an employee's Shift Differential. The rates for the two shifts are as follows:

Evening Shift (3pm - 11pm)	\$.40/hr.
Night Shift (11pm - 7am)	\$.40/hr.
Effective the first full payroll in 2007:	
Evening Shift (3pm - 11pm)	\$.75/hr.
Night Shift (11pm - 7am)	\$.60/hr.

36.2 In addition to the shift differential, the Nurse In Charge on each shift shall receive a stipend as follows:

Nurse-In-Charge	\$.60/hr.
-----------------	-----------

Overtime will not be calculated on the Nurse In Charge stipend.

ARTICLE 37 GRIEVANCE PROCEDURE

37.1 The first stage of procedure shall consist of the employee's presentation of his grievance in writing to his immediate supervisor who shall, to the extent necessary or appropriate, consult with and permit the employee to consult with any of his higher ranking supervisors in direct line below the level of the department head or his designated representative. Discussion and resolution of grievances in the first stage shall be on an oral basis. Group grievances should be presented in the first instance to the lowest ranking supervisor common to all employees in the group.

37.2 The second stage is the final departmental handling of a grievance. If a grievance is not satisfactorily settled at the first stage, the employee may request a review and determination thereof by the head of the department or his/her designated representative. The specific nature of the grievance and the facts relating thereto shall be reduced to writing jointly or severally by the employee and the appropriate supervisor. The head of the department or his/her designated representative shall, on request of the employee, hold an informal hearing within three (3) days at which time the employee and his/her representative may appear and present oral statement. The final determination of such grievance shall be made by the head of the department or his/her designated representative within ten (10) days of the submission of the grievance at the second stage or from the date of the informal hearing if one is held.

37.3 If the determination made at the second stage is not satisfactory to the employee, he/she shall make written request for review within ten (10) days from the determination at the second stage and file a copy of the request with the Clerk to the Genesee County Legislature and the Department Head involved with said matter at the second stage. Within the ten (10) days thereafter, the Ways and Means Committee shall grant a hearing upon three days' notice to the employee at which time the employee and department head may present oral and written statements and witnesses. A written finding shall be made within five (5) days after the hearing by the Committee and transmitted to the employee.

37.4 If the determination made at the third stage is not satisfactory to the employee, he/she shall make written request for arbitration within ten (10) days from the determination of the third stage. If the parties cannot mutually agree upon an arbitrator within 7 days from receipt of the request for arbitration, the arbitrator shall be selected in accordance with the rules of the Public Employment Relations Board from a panel of arbitrators which shall be submitted to the parties. Following the selection of an arbitrator, the parties shall present the facts relevant to the grievance and the determination of the arbitrator shall be binding on both parties. Both parties will share equally in the cost of the arbitrator.

37.5 "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the existing laws, rules, agreements, procedures, regulations, administrative order or work rules of the County or a department or agency thereof which relate to or involve employees of the County. However, such term shall not mean or include matters involving retirement benefits. Finally, only such of the foregoing grievances as involves any claimed violation, misinterpretation or inequitable application of this Agreement or work rules of the Employer shall be arbitrable.

37.6 An employee shall be entitled to a representative of his/her own choosing in the presentation and processing of a grievance at all stages under this procedure.

37.7 The time limitation for each step of the aforementioned procedure not otherwise specified is seven days in order to insure prompt consideration and determination of employee grievances.

37.8 An employee and his/her representative shall be allowed such time off from his/her regular duties as may be necessary and reasonable for the processing of a grievance adopted pursuant to this agreement without loss of pay or vacation leave or other time credits.

37.9 The Association shall have the right to withdraw grievances at any stage of the grievance procedure. The decision of the withdrawal shall be binding on the employee.

37.10 A grievance must be filed within ten (10) days of the occurrence of the events; all grievances not filed in that time frame are deemed abandoned.

ARTICLE 38 SENIORITY

38.1 Seniority at the Genesee County Nursing Home shall be defined as the length of continuous employment with the County commencing with the date of employment.

38.1.1 In the event of job abolishment or reduction in work force, the County shall first lay off any on call, temporary, provisional, or probationary employees. Thereafter, if there is a need for additional lay off of bargaining unit members, employees within the title targeted for lay off, shall be laid off on the basis of ascending order of seniority beginning with the employee with the least seniority.

38.1.2 Any employee identified for lay off shall be given written notice two weeks prior to the date of lay off.

38.1.3 By written notice to the County, within five (5) calendar days of being served with a notice of lay off, an employee so identified for lay off, shall be entitled to exercise their seniority as defined above to displace an employee with lesser seniority in jobs previously held by the senior employee, providing the senior employee is qualified to perform such lower level work.

38.2 An employee shall lose his/her seniority only upon the following:

- (a) Resignation (except where reinstated within a period permitted by applicable provisions of the Civil Service Law) or retirement;
- (b) Discharge;
- (c) Refusal of a recall to employment;

- (d) Layoff for a period exceeding twenty-four (24) consecutive months.

38.3 The relative seniority of two or more employees hired on the same date shall be determined by lottery.

38.4 When a permanent vacancy occurs, the employee with the greatest title seniority (length of time in the title of position vacancy), who meets the minimum qualifications for the position, shall have first priority in the filling of such permanent position notwithstanding other provision in this contract.

For the purposes of this section, title seniority for CNA and RA shall be considered interchangeable so long as the RA has a current, valid CNA certification.

ARTICLE 39 JOB POSTING

39.1 When a vacancy occurs in a permanent position included within the Bargaining Unit, it will be posted on the bulletin board by the time clock, for a period of seven (7) calendar days. Temporary vacancies and positions designated as sixteen (16) hours or less will not be posted.

39.1.1 Permanent employees in the Bargaining Unit who are interested in being considered for a permanent vacancy shall sign the posting announcement form.

39.1.2 Pursuant to Section 38.4 of the Collective Bargaining Agreement, employee with the greatest title seniority (length of time in the title of position posting) who meets the minimum qualifications for the position shall have first priority in the filling of such permanent position.

All applicants are subject to job performance review which will be used in making a hiring determination.

ARTICLE 40 UNION BUSINESS

40.1 Up to two (2) Union representatives shall be allowed a maximum of one (1) hour per week with pay to prepare for arbitration hearings, improper labor practice hearings and fact-finding hearings, in the week(s) in which these occur. Up to four (4) Union representatives shall be given necessary time off with regular pay to attend bargaining meetings which are scheduled during working hours. When possible a request for the use of such time must be submitted in writing to the Director of Nursing or his/her designee 24 hours in advance.

ARTICLE 41 LABOR/MANAGEMENT COMMITTEE

41.1 The Union and the Employer agree to establish a Labor Management Committee for the purpose of discussing and resolving non-grievable matters relating to the terms and conditions of employment of employees covered under the Collective

Bargaining Unit. The Committee shall meet each month for the purpose set forth above. Each party agrees to submit an agenda of the matters its representatives wish to discuss at least one (1) week prior to the scheduled monthly meeting.

ARTICLE 42 DISCIPLINE

42.1 Employees who have satisfactorily completed their initial probationary period of six (6) months following their date of hire may not be discharged or otherwise subjected to any other disciplinary penalty until after review of the discipline matter in accordance with the discipline procedures set forth herein.

The procedures established in this Article shall apply in lieu of the procedures prescribed by Sections 75 and 76 of the New York State Civil Service Law. An employee serving a probationary period other than the initial probationary period following his/her date of hire whose conduct or performance is found to be unsatisfactory, shall be restored to his/her former permanent position at the end of his/her probationary term without recourse to the provisions of this Article.

42.2 An employee covered under the terms of this agreement shall not be disciplined except for misconduct or incompetency while performing his/her duties or if the misconduct or incompetency is not work related, the Employer can clearly demonstrate that the misconduct or incompetency would adversely affect the ability of the employee to perform his/her job functions. After receipt of the discipline notice, the employee shall have the right to seek review of the discipline including the penalty involved by initiating an appeal in accordance with the procedure contained in this Article. The employee shall be entitled to representation by CSEA at each step of the aforementioned procedure. The employee shall be presumed innocent until proven guilty and the burden of proof on all matters shall rest on the Employer.

42.3 In any instance in which the appointing authority seeks to discipline an employee, a written Notice of Discipline shall be served upon the employee. The Notice shall contain the reason/s for the discipline, including a description of the alleged acts and/or conduct and the dates, times, and places such acts occurred. Such Notice shall also specify the penalty. A copy of the Notice shall be served concurrently upon the President. An employee who is suspended without pay shall be allowed to waive all steps of the procedures contained in this Article 42 prior to arbitration and proceed directly to final and binding arbitration. An employee shall not be disciplined for acts that occurred more than eighteen (18) months prior to the Notice of Discipline except where the incompetency or misconduct complained of and described in the Notice would constitute a crime pursuant to the Laws of New York. An employee shall not be suspended without pay for more than thirty (30) calendar days prior to specification and implementation of a penalty. An employee shall not be suspended nor shall the employee be subjected to any other penalty until a settlement incorporates a penalty or an award and decision is rendered by an arbitrator providing for a penalty. The thirty (30) calendar day limitation on a suspension without pay provided above shall not apply in those instances where the continued presence of the employee on the job would constitute a danger to the safety and welfare of persons or property.

42.3.1 The penalty specified by the Employer shall be implemented immediately in those instances where the continued presence of the employee on the

job would contribute a danger to the safety and welfare of persons or property pending a settlement of a disciplinary matter which incorporates a different penalty, or pending the decision of an arbitrator.

42.4 An employee who is disciplined shall have the right to seek review of the disciplinary matter by initiating an appeal in accordance with the procedures set forth in Section 42.5 except in those instances where the proposed penalty is discharge or where the employee has been suspended. If the Employer suspends an employee or seeks to discharge the employee, the employee shall be allowed to begin his appeal of the suspension or proposed discharge pursuant to Section 42.6. If the employee is not satisfied with the determination of the County Manager or his designee at the first step of the procedure set forth herein, the Union may proceed to final and binding arbitration at Step Two of such procedure. The employee shall have ten (10) working days exclusive of the date of receipt of the charges or the date of his/her suspension to file a written appeal at the appropriate step of the disciplinary procedures.

42.5 If a written appeal is filed, the County Manager or his designee shall hold a hearing within fifteen (15) working days of the date of receipt of the written appeal. The County Manager or his designee shall inform the affected employee and his/her Union representative in writing of the time and place where the hearing is to be held. The employee and/or his/her Union representative shall be allowed to present any and all written information and oral argument concerning the proposed discipline matter. The County Manager or his designee shall provide a written decision to the employee and his/her Union representative within ten (10) working days following the close of said hearing.

42.6 If the Union is not satisfied with the decision of the County Manager or his designee, the Field Representative of the Union or in his/her absence, the Unit President, may request arbitration within ten (10) working days from the date of the receipt of the Step 1 decision by notifying the County Manager that the Union is proceeding to final and binding arbitration.

42.6.1 When the Union invokes its right to arbitration, the arbitrator whose name appears on the mutually agreed upon list of arbitrators below the name of the arbitrator who heard the last case shall be called. If the arbitrator called to hear the case indicated he/she cannot hear the case or issue a decision within the time periods specified herein, the parties shall call the next arbitrator on the list until an arbitrator is called who can hear the case and issue a timely decision. An arbitrator who agrees to allow his/her name to be placed on the list shall hear the discipline case within thirty (30) calendar days from the date of the Step 1 County Manager decision, unless the parties agree otherwise and shall render an award and decision within ten (10) working days from the date of the close of the hearing or within ten (10) working days from the date post hearing briefs are submitted to the arbitrator. The decision of the arbitrator shall be final and binding on all parties to the proceeding. All fees and expenses of the arbitrator shall be shared equally by the Employer and the Union.

42.7 Selection of panel of arbitrators.

For the purpose of this Article, ten (10) arbitrators shall be selected jointly by the Union and the Employer to hear discipline cases. The Union and the Employer shall review the list of arbitrators annually and shall jointly agree upon which arbitrators shall

remain on the list and any new arbitrators to be placed on the list alphabetically. Arbitrators shall be called to hear discipline or discharge cases beginning with the name of the first arbitrator on the list and thereafter moving down the list until it is exhausted. When this occurs, the parties shall return to the name of the first arbitrator on the list and the process shall be repeated.

42.8 Duties of the arbitrator in a discipline or discharge matter.

The duty of the arbitrator shall be to determine the guilt or innocence of an employee and the appropriateness of the proposed penalty. If the arbitrator finds the proposed penalty is inappropriate, he/she may devise a new remedy but shall not under any circumstances increase the penalty sought by the Appointing Authority. Disciplinary arbitrators shall render decisions of guilt or innocence and the appropriateness of the proposed penalty and shall have the authority to resolve a claimed failure to follow the procedural provisions of this Article, including but not limited to, the timeliness of the filing of the disciplinary grievance or whether the notice of discipline was properly served in accordance with the provisions of this Article as well as violations of an employee's rights in relation to the discipline of the employee. Disciplinary arbitrators shall neither add to, subtract from or modify the provisions of the Agreement.

42.9 Basic Principles.

Offer of compromise and settlement at any meeting or conference prior to arbitration shall not be introduced at the arbitration hearing or accepted as evidence by the arbitrator.

42.10 Employee Rights.

42.10.1 No employee shall be required to submit to an interrogation by a supervisor or department head if the information sought is to be used against the employee in a disciplinary proceeding or after a notice of discipline has been served on such employee or after employee's resignation has been requested, unless the employee is notified in advance that he/she has the right to have CSEA representation during such proceeding.

42.10.2 No employee shall be requested to sign any statement regarding his/her incompetency or misconduct unless the employee is offered the right to have CSEA representation.

42.10.3 No recording device or stenographic or other record shall be used during an interrogation unless an employee is advised in advance, is offered the right to have CSEA representation and a transcript of such recording or stenographic record.

42.10.4 In all disciplinary proceedings, the employee shall be presumed innocent until proven guilty and the burden of proof on all matters shall rest on the Appointing Authority.

42.10.5 An employee shall not be coerced, intimidated or caused to suffer any reprisals, either directly or indirectly as the result of the exercise of his/her rights under this Article.

42.11 Service of Notice of Discipline.

Service of the notice of discipline shall be made by personal service, if possible, and if such service cannot be effectuated by personal service, it shall be made by registered or certified mail, return receipt requested. A copy of the notice of discipline will be served simultaneously upon the Genesee County Nursing Home Unit President. Service of the notice of discipline to the Unit President will be by registered or certified mail or by personal service. The time limits for presenting a grievance as defined in this Article will commence at the time of receipt of the notice of discipline.

42.12 The time limits set forth herein may be waived or extended only by mutual agreement of the parties in writing.

ARTICLE 43 EMPLOYEE EVALUATIONS

43.1 Nursing Home employees shall be evaluated at least annually, with such evaluation to be based upon the period of time since the last evaluation. An employee shall receive a copy of the written evaluation to be placed in his personnel file. Such employee shall be entitled to have placed in his/her personnel file a written response to the evaluation, if provided to the employee's supervisor within fifteen (15) days of his/her receipt of the copy of the evaluation.

ARTICLE 44 JOB SECURITY

44.1 In the event of reorganization resulting in the assumption by either the Federal or State government of functions now performed by bargaining unit employees, the County shall make every possible effort to persuade the government assuming such functions to employ bargaining unit employees who would otherwise be displaced.

ARTICLE 45 PERSONNEL FILES

45.1 Employees who wish to review their personnel file may do so by following the recommended procedure:

45.1.1 The employee must present a written request to his/her Department Head.

45.1.2 The supervisor will determine viewing time that is agreeable to the supervisor and in no way disruptive to normal administrative processes in the business office (such as during payroll).

45.1.3 Copies of documents will be furnished upon request, however, should the demand for copies be substantial, the Nursing Home may implement a fee for this service.

45.1.4 References obtained from past employers and others furnishing

reference information will not be available for review.

45.2 If a substantial number of employees request review of their personnel files, the Nursing Home may be required to modify this procedure to insure no disruption of normal administrative processes.

45.3 Employees shall be allowed to comment, in writing, on documentation to be placed in their personnel file and shall have the written comments attached to those documents.

ARTICLE 46 INCLEMENT WEATHER

Genesee County Nursing Home is a 24 hour, 7 day a week operation. The residents of the facility need care hence, the Nursing Home never closes. All staff must make a diligent effort to reach work at their normal starting time.

An Employee arriving after their scheduled start time will be paid from the time of their arrival, provided he/she notified the facility he/she would be arriving late. An employee will have the option of working over his/her regularly scheduled shift, or taking Personal Time or Vacation time, in that order, to make up his/her normal work day hours. An employee exercising this option shall not be eligible for the work shift stipend.

If, because of weather, an employee cannot make it in to work, and he/she does not have any available Personal or Vacation leave time, he/she will not be paid for all hours not worked.

ARTICLE 47 DRUG AND ALCOHOL TESTING

Statement of Policy: It is the policy of the Genesee County Nursing Home that the residents and the public has the absolute right to expect persons employed by the County Nursing Home to be free from the effects of drugs and alcohol. The County, as the Employer, has the right to expect its employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such a manner as not to violate any established constitutional rights of the employees of the Genesee County Nursing Home.

Prohibitions. Employees shall be prohibited from:

- a) Consuming or possessing alcohol at any time during or just prior to the beginning of the work day or anywhere on any County premises or job sites, including County buildings, properties, vehicles and the employees personal vehicle while engaged in County business;
- b) Possessing, using, selling, purchasing or delivering any illegal drug at any time and at any place except as may be necessary in the performance of duty;
- c) Failing to report to the employee's supervisor any known adverse side effects of medication or prescription drugs which the employee may be taking.

Drug and Alcohol Testing Permitted. Where the County has reasonable suspicion to believe that:

- a) an employee is being affected by the use of alcohol; or

b) has abused prescribed drugs; or
c) has used illegal drugs, the Administrator or his/her designee shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. The foregoing shall not limit the right of the County to conduct any tests it may deem appropriate for persons seeking employment prior to their date of hire.

Procedures. If a Supervisor feels that reasonable suspicion warrants immediate alcohol or drug testing, he shall notify, and receive authorization to proceed, from the Nursing Home Administrator, Director of Nursing, or Assistant Director of Nursing.

a) if any drug/alcohol is found in the possession of the employee, it shall be confiscated and secured as evidence in a secure room.

b) Upon receiving the authorization, the supervisor shall:

1. Notify the employee of the test requirement, and proceed with the test.
2. Immediately inform a Union representative. If the Union

Representative cannot respond within a reasonable amount of time, the test will commence.

3. Direct the employee to an appropriate testing area within the Nursing Home or medical facility where appropriate steps shall be taken to insure privacy while the procedure is completed.

4. Instruct the employee of the proper procedure for the test.

5. Record results of any tests performed within the department per departmental procedures, and/or secure the evidence and insure delivery to the testing laboratory as soon as possible.

Order to Submit to Testing. Within forty-eight (48) hours of the time the employee is ordered to testing authorized by this Agreement, the County shall provide the employee with a written notice setting forth the facts and inferences which form the basis of the order to test. Refusal to submit to such test may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he/she may possess.

Test to be Conducted. In conducting drug testing authorized by this Agreement, the County shall:

a) Use only clinical laboratory or hospital facility which is certified by the State of New York to perform drug testing.

b) Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result. c)

Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the employee.

d) Collect samples in such a manner as to preserve the individual employee's right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is a reasonable suspicion that the employee may attempt to compromise the accuracy of the testing procedure.

e) Confirm any sample that tests positive in initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GS/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.

f) Provide the employee tested with an opportunity to have the additional sample

tested by a clinical laboratory or hospital facility of the employee's choosing, at the employee's own expense, provided the employee notifies the County within seventy-two (72) hours of receiving the results of the test.

g) Require that the laboratory or hospital facility report to the County that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the County inconsistent with the understandings expressed therein (e.g., billings for testing that reveal the nature or number of tests administered), the County will not use such information in any manner or form adverse to the employee's interest.

h) Provide each employee tested, and, with the employee's approval, the CSEA Union, a copy of all information and reports generated and/or received by the County in connection with the testing and the results.

i) Insure that no employee is the subject of any adverse employment action except emergency temporary reassignment or relief of duty during the pendency of any testing procedure.

Test to be Conducted. In conducting the alcohol testing authorized by this Agreement, the County shall:

a) Conduct an Alco sensor test in accordance with guidelines provided by the Genesee County Sheriff's Department.

b) Require that for the purpose of determining whether the employee is under the influence of alcohol, Alco sensor test results showing an alcohol concentration over .000 based upon grams of alcohol per 100 milliliters of blood shall be considered positive.

c) Provide the employee tested by Alco sensor with an opportunity to have an immediate follow up breathalyzer test at the Sheriff's Department. The Nursing Home will facilitate this test. The employee will also be provided with an opportunity to have a blood sample taken and tested by a local hospital facility of the employee's own choosing, and at the employee's own expense provided the employee notifies the County of the results within seventy-two hours of receiving the results of the test.

d) Provide each employee tested, and, with the employee's approval, the CSEA Union, a copy of all information and reports generated and/or received by the County in connection with the testing and the results.

e) Insure that no employee is the subject of any adverse employment action except emergency temporary reassignment or relief of duty during the pendency of any testing procedure.

Right to Contest. If disciplinary action is not taken against an employee based in whole or in part upon the results of a drug or alcohol test, the Union and/or the employee with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the right to test, the administration of the tests, the significance and accuracy of the test, or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. Further, if disciplinary action is taken against an employee based in part upon the results of a test, then the Union and/or the employee with or without the Union, shall have the right to contest any testing permitted by this Agreement in the disciplinary proceeding. Any evidence concerning test results which is obtained in violation of the standards contained in this Article shall not be admissible in any disciplinary proceeding involving the employee.

Voluntary Request for Assistance. The County shall take no adverse employment

action against any employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the County may require reassignment of the employee with pay if he/she is unfit for duty in his current assignment. The forgoing is conditioned upon:

- a) The employee agreeing to appropriate treatment as determined by the physician(s) involved;
- b) The employee discontinues his/her use of illegal drugs or abuse of alcohol;
- c) The employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
- d) The employee agrees to submit to random testing during hours of work during the period of "after-care".

Voluntary Request for Assistance in lieu of Disciplinary Action.

a) In the event that a disciplinary action is commenced based solely upon the detection of a drug or alcohol, the employee may defer discipline by submitting to a voluntary treatment program.

b) In such cases, the Employer shall take no adverse employment action against any employee who voluntarily seeks treatment, counseling or other support for a drug or alcohol related problem, providing the employee meets all the following conditions:

1. Is a first time offender.
2. Agrees to participate in the necessary treatment as determined by the physician(s) or other professionals involved in determining the course of treatment, and agrees to allow the persons providing the care to confirm his/her attendance at treatments.
3. Discontinues his/her use of alcohol, illegal drugs, or abuse of legally obtained drugs.
4. Completes the course of treatment prescribed, including any after-care treatment deemed necessary by the physician or other professionals involved in determining the course of treatment.
5. Agrees to submit to random drug and alcohol testing during hours of work during the period of treatment and "after-care", or for a period of twelve (12) months from the date of the commencement of the disciplinary action, whichever is longer.

c) Employees who fail to act in accordance with the above provisions shall be subject to immediate suspension without pay pending disposition of the previously filed disciplinary charges.

d) The Employer shall retain the employee on active status, with full pay and benefits, through the period of rehabilitation.

e) This Article shall not be construed as an obligation on the part of the County to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of drugs or alcohol prevents such individual from performing his/her duties or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity, at his/her option, to use accumulated paid leave or take an unpaid leave of absence pending treatment.

Confidentiality. The Employer shall be permitted to confirm that employees are attending prescribed treatments. Further the Employer shall be notified when the employee successfully completes the prescribed treatment program. The Employer shall not request or receive any other information related to treatments from the Employee, the provider or the treatments, or any other parties with knowledge of

treatments.

ARTICLE 48 CIVIL SERVICE LAW

48.1 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 rules, regulations, provisions, ordinances, resolutions or actions of any kind or nature of State or Local Civil Service Commission or Personnel Officer (all collectively referred to as the "Law") and shall be construed and enforced only to the extent allowable and within the limits of the Law, as if such Law were specific 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.

48.2 PURSUANT TO SECTION 204-a 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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 49 INDEMNIFICATION

49.1 Where it has been determined by the employer that an article of clothing of an employee has been damaged during an activity involving direct patient contact and care, the employer agrees to indemnify such employee for such damage, to an amount not to exceed the greater of either (a) the cost of acceptable repairs to the article, or (b) the cost of the replacement of the article, with the further condition that neither such cost shall exceed fifty dollars (\$50.00). This indemnification shall only be made in those instances where, upon investigation, the employer determined that such damage was not the result of the failure on the part of the employee to exercise prudent care toward the prevention of such damage.

49.2 Where it has been determined by the employer, subject to all of the conditions set forth in paragraph (49.1) above, that an employee has suffered damage to a wrist-watch or to eyeglasses, the employer agrees to indemnify such employee as follows: (1) with regard to eyeglasses, indemnification shall extend only to the elements which have been damaged; that is, each lens, and the frame itself, shall be considered separately, insofar as replacement is practical, and, (2) all such replacement elements shall be identical to the original, in every respect, insofar as possible, and (3) the maximum limit of responsibility to the employer shall be one hundred dollars (\$100).

49.3 The decision as to whether the employee has complied with the requirements for determination of eligibility for indemnification under this Article shall rest solely with the employer, and this decision shall not be subject to the grievance procedure.

49.4 In order to receive consideration under this article, it will be necessary for the employee to report the event resulting in such damage to the employee's immediate

supervisor without delay, and to file an appropriate incident report.

ARTICLE 50 SAVINGS CLAUSE

50.1 If any clause or provision of this Agreement is determined to be illegal, unenforceable or null and void by a tribunal of competent jurisdiction, such determination shall not effect any other clause or provision hereof or give any right to either party to negotiate or renegotiate any part or all of this Agreement.

50.2 If any clause or provision of this Agreement is determined to be illegal, unenforceable or null and void, the parties agree to meet for the purpose of negotiating a satisfactory replacement for such clause or provision that is found to be illegal, unenforceable or null and void.

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

ARTICLE 51 PERFECT ATTENDANCE

51.1 The Administrator or designee will develop a Perfect Attendance award program to motivate and reward Nursing Home employees to maintain Perfect Attendance. The Perfect Attendance Award Program will be reviewed at Labor-Management meetings every 6 months. The Labor-Management Committee will provide feedback on methods to encourage employees' attendance patterns.

ARTICLE 52 TERMINATION AND MODIFICATION

52.1 This Agreement shall be effective as of the 1st day of January, 2006 and continue in full force and effect until the 31st day of December, 2009.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed

FOR THE ASSOCIATION

President

FOR THE EMPLOYER

County Manager

Asst. County Manager

N. H. Administrator

Personnel Officer

EXHIBIT E

AGREEMENT

Both parties agree that pursuant to January 1, 1995 a Labor Management Meeting will be convened for the purpose of developing a job share program and procedures for implementation of same.

EXHIBIT F

Memorandum of Agreement
between
The County of Genesee
and
CSEA, Inc. Local 1000, AFSCME, AFL-CIO

The above parties hereby agree to the following interpretation and clarification regarding

Article 12 Classification and Wages of the 1999-2002 Collective Bargaining Agreement:

- The Genesee County Nursing Home Administrator will delete any encumbered, Resident Assistant (RA) position in which the incumbent has a valid NYS Nursing Assistant Certification. The incumbent RA must have attained his/her Nursing Assistant Certification prior to January 1, 1999.

Simultaneously, each deleted position will be replaced with Certified Nursing Assistant (CNA) position.

The employee shall apply for the Certified Nursing Assistant (CNA) position, and if qualified, will be appointed as a Certified Nursing Assistant (CNA).

Once appointed as a CNA, the employee will be compensated at Grade 6 on a step equal to that held as a Resident Assistant (RA). Such employees shall receive 1999 retroactive pay equal to that of a CNA.

Any such CNA position created pursuant to the above will be exempt from the bidding process outlined in Article 37 of the above mentioned Agreement. However, the title seniority provision will apply.

An incumbent in any such CNA position created pursuant to the above, will remain assigned to the Domiciliary.

- Any Resident Assistant without his/her Nursing Assistant Certification at the time of the ratification of the 1999-2002 Agreement (July 14, 1999) is expected to attend, and successfully complete, the Certified Nursing Assistant training program at the Genesee County Nursing Home. Once the Certification is attained, the RA position will be deleted and replaced with a CNA position. The incumbent is expected to apply, and if qualified, will be appointed as a CNA.

Once appointed as a CNA, the employee will be compensated at Grade 6 on a step equal to that held as a Resident Assistant (RA). These employees will not receive additional 1999 retroactive pay equal to that of a Certified Nursing Assistant (CNA).

Any such CNA position created pursuant to the above will be exempt from the bidding process outlined in Article 37 of the above mentioned Agreement. However, the title seniority provision shall apply.

An incumbent in any such CNA position created pursuant to the above, will remain assigned to the Domiciliary.

- If a Resident Assistant (RA) position is vacant upon, and subsequent to the signing of this memorandum, the RA position will be deleted and replaced with a Certified Nursing Assistant (CNA) position. In this circumstance, the bidding process in Article 37 of the above mentioned Agreement will apply.

Anyone appointed to a Certified Nursing Assistant (CNA) position in this manner will not be guaranteed assignment to the Domiciliary, will be assigned within the

facility as needed and will not receive 1999 retroactive pay equal to that of a CNA.

- Resident Assistants (RA's) transferring to CNA positions will retain their seniority from the date of first permanent appointment with Genesee County Nursing Home.

It is further understood by both parties that for continued employment, all employees appointed pursuant to the above, with the NYS Nursing Assistant Certification must attend the required in service training and maintains said certification. It is also understood that the above does not in any way limit the ability of the Genesee County Nursing Home Administrator to create and/or delete positions, or to make staffing changes as needed to ensure the orderly, efficient operation of the facility.

For the County: Date 8/25/99

For CSEA-NH

Date 8/25/99

Jay A. Gsell
Jack L. Pease
Martha A. Standish
Frank Ciaccia

Candy Saxon
Amy E. McGovern
Robin Fay
Joyce Barone

INDEX

CSEA (NH)

<u>ARTICLE</u>		<u>PAGE</u>
Association Business	40	38
Bulletin Board	7	5

Civil Service Law	48	48
Compensatory Time	11.2	8
Demotion	8.2	5
Discipline	42	39
Employee Rights	42.10	42
Drug and Alcohol Testing	47	44
Dues	5	3
Emergency Time Off	20	23
Employee Incentive Program	13	12
Experience Bonus	12.7	11
Evaluations	43	43
Family Medical Leave	26	30
Funeral Leave	21	24
Grievance	37	35
Holidays	14	12
Designated	14.1	12
During Vacation	14.1.3	4
Inclement Weather	46	44
Increments, Steps	12.3	10
Indemnification	49	49

<u>ARTICLE</u>		<u>PAGE</u>
Insurance-Medical	22	24
Medical Buyback	22.5	26
PT Employees	22.6	27
Dental	23	28
Dental Buyback	23.5	28
Vision	24	29
Long Term Care	25	29

Job Classification	1.1.2	1
Abolition or Change	1.2	2
Postings	39	38
Job Security	44	43
Jury Duty	30	31
Labor/Management Committee	41	38
Leaves of Absence	10	6
Educational	31	32
Family Medical		
Leave Act	26	30
Funeral	21	24
Maternity	17.7	22
Military	35	34
Longevity	34	33
Management Rights	4	2
Mentor Program	19	23
Mileage	27	30
Military Leave	35	34
No Strike Pledge	3	2
Notification		
Employee List	12.5	11
Leave Credit		
Accumulation	33	33
Positions Created or Abolished	1.2	2
Optical Ins. Coverage	24	29
<u>ARTICLE</u>		<u>PAGE</u>
Overtime Pay	11.1.3	7
Part-Time Employee	28	30
Personnel Files	45	43
Pledge Against		

Discrimination	29	31
Promotions	8.1	5
Retirement	16	19
Sick Leave Credit	16.2	19
Death Benefit	16.3	19
Continued Medical	16.4	20
Seniority	38	37
Layoff	38.1.1	37
Loss of	38.2	37
Shift Differential	36	34
Sick Leave	17	20
Certificate	17.2	21
Credit for Medical	16.4	19
Sign on Bonus	12.8	12
Transfer	8.3	5
Fringe Benefits	8.5	6
Tuition Reimbursement	32	32
Waiver	32.4	32
Union Meetings/Business	40	38
Vacation (Annual Leave)	15	15
Eligibility	15.2	16
Holiday During	14.1.3	14
Pay for Accrual	15.8.1	17
Veterans	9	6
Wages	12	10
Experience Bonus	12.7	11
Hourly Work Stipend	12.6	11
<u>ARTICLE</u>		<u>PAGE</u>
Wages, Continued		
Increments	12.3	10
Longevity	34	33
Overtime	11.1.3	7
Shift Differential	36	34
Sign-on Bonus	12.8	12
Schedules	Exhibit A	52
	Exhibit B	53

	Exhibit C	54
	Exhibit D	55
Working Hours	11	7
Exhibits:		
E: Memorandum of Agreement (Job Share)		56
F: Memorandum of Agreement (Classification and Wages)		57

TABLE OF CONTENTS
CSEA (NH)
(1/1/06 – 12/31/09)

<u>ARTICLE</u>		<u>PAGE</u>
	Purpose and Intent	1
1	Recognition	1
2	Aid to Other Labor Organizations	2
3	No-Strike Pledge	2

4	Management Rights		2
5	Union Dues/Authorized Deductions		3
6	Access to Employees		4
7	Bulletin Boards		5
8	Promotion, Demotion and Transfer		5
9	Reinstatement of Veterans Law		6
10	Leaves of Absence		6
11	Working Hours		7
12	Classification and Wages		10
13	Employee Incentive Program		12
14	Holidays		12
15	Annual Leave Eligibility		15
16	Retirement		19
17	Sick Leave		20
18	Personal Leave		22
19	Mentor Program		23
20	Volunteer/Fireman/Emergency Rescue		
	Unit Members		23
21	Funeral Leave		24
22	Hospitalization and Medical Coverage		24
23	Dental Insurance Coverage		28
24	Vision Coverage		29
25	Long Term Care Insurance	29	
26	Family Medical Leave Act		30
27	Mileage		30
28	Part-Time, Regular Employees		30
29	Pledge Against Discrimination		31
30	Jury Duty		31
31	Professional Leave		32
32	Tuition Reimbursement		32
33	Leave Credit Accumulation	33	
34	Longevity		33
35	Military Leave		34
36	Shift Differential		34
37	Grievance Procedure		35
38	Seniority		37
39	Job Posting		38
40	Union Business		38
41	Labor/Management Committee		38
42	Discipline		39
43	Employee Evaluations		42
44	Job Security		43
45	Personnel Files		43
46	Inclement Weather		44
47	Drug and Alcohol Testing		44
48	Civil Service Law		48
49	Indemnification		49
50	Savings Clause		50

51	Perfect Attendance	50
50	Termination and Modification	51
	Exhibit A - 2006 Wage Schedule	52
	Exhibit B - 2007Wage Schedule	43
	Exhibit C - 2008 Wage Schedule	54
	Exhibit D – 2009 Wage Schedule	55
	Exhibit E - Agreement (Job Share)	56
	Exhibit F - Memorandum of Agreement (Classification and Wages)	57