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

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GEN/7022

AGREEMENT

by and between

GENESEE

COUNTY



and

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



Genesee County General Unit
Genesee County Local 819

January 1, 2006 – December 31, 2008

Number of Members: 325

Received 12/24/07

CSEA AGREEMENT

2006 - 2008

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 General Unit Local 819, (hereafter referred to as the Association or Union).

PURPOSE AND INTENT

- (a) 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.
- (b) 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.
- (c) 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 - EMPLOYEES COVERED

1.1 The Employer hereby recognizes the Union as the sole and exclusive representative for the purposes 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 of the Employer occupying the job classifications listed in Exhibit F.

1.1.1 The Employer shall notify the Union in writing of a new title or change in title prior to implementation.

1.1.2 If a dispute arises during the term of this Agreement over the placement of a newly created title in the CSEA bargaining unit, the parties agree to submit the dispute to PERB for resolution.

1.2 The CSEA shall have the sole and exclusive right to pursue any matter or issue including but not limited to the grievance and appeal procedures in this Agreement and to pursue any matter or issue to any court of competent jurisdiction, whichever is appropriate and shall not be held liable to give any non-member any of its professional, legal, technical or specialized services.

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 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 any such strike or to impose an obligation to conduct, 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) determine the number of people required to be employed, laid off or discharged, (3) determine the qualification of employees, (4) determine the starting and quitting time and the reasonable number of hours to be worked by its employees, (5) make any and all reasonable 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 the Agreement, (8) determine the type of equipment and the sequence of work processes, (9) determine to make technological alterations by revising either processes or equipment, or both, (10) determine the 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 RIGHTS OF EMPLOYEES

5.1 Any Employee covered by the provisions of the Agreement shall be free to join or refrain from joining the CSEA without fear of coercion, reprisal, or penalty from the CSEA or the Employer.

5.2 Employees may join and take an active part in the activities of CSEA without fear of any kind of reprisals from the Employer or its agent.

5.3 An Employee may bring matters of personal concern to the attention of the appropriate Employer's representative and officials in accordance with applicable laws and rules, and may choose his or her own representative or appear alone in a grievance or appeal proceedings with the exception that CSEA must be permitted entrance to all such proceedings and must be informed immediately of any decisions surrounding the case.

ARTICLE 6 GRIEVANCE PROCEDURE

6.1 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 grievance should be presented in the first instance to the lowest ranking supervisor common to all employees in the group.

6.2 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 days at which time, the employee and his representative may appear and present oral statement. The final determination of such grievance shall be made by the head of the department or his designated representative within ten days of the submission of the grievance at the second stage or from the date of informal hearing if one is held.

6.3 If the determination made at the second stage is not satisfactory to the employee, he shall make written request for review within ten days from the determination at the second stage and file a copy of request with the Clerk of the Genesee County

Legislature and the Department Head involved with said matter at second stage. Within ten days thereafter, a duly constituted Legislative 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 days after the hearing by the Committee and transmitted to the employee.

6.4 In the event that the determination made by the Legislative Committee is not satisfactory to the employee, the employee or his/her representative may, no later than fifteen (15) days following receipt by the Union of the written finding by the Legislative Committee, submit the grievance to arbitration by mailing a written request to the Public Employment Relations Board, with a dated copy of the request immediately furnished to the Genesee County Personnel Officer, for a panel of seven (7) suitable arbitrators. The employer and the Union shall select an arbitrator from such panel by alternately striking one name until one name remains, and such person shall be designated an arbitrator for the grievance in question.

6.4.1 The Arbitrator shall apply the express terms of this Agreement to the issues necessarily presented by the grievance and to the facts which he determines to exist on the basis of the credible evidence presented, but he shall have no power to add to, subtract from or modify any provisions of this Agreement in making his award.

6.4.2 No arbitrator shall decide more than one grievance on the same hearing or series of hearings except by agreement between the parties.

6.5 Following selection of an arbitrator the parties shall present the facts relevant to the grievance and the determination thereafter by the arbitrator shall be binding upon both parties. Both parties will share equally the cost of the arbitrator. However, if one side requests postponement of arbitration after a date has been set, it will solely bear the cost of a postponement fee, if applicable.

6.6 "Grievance" shall mean any claimed violation, misinterpretation, or inequitable application of the terms of this Agreement, and any County work rules or regulations made pursuant to this Agreement, as amended from time to time, other than rules for the classified Civil Service of the County of Genesee. "Grievance" shall not include any matter involving an employee's retirement benefits, or any other matter which is otherwise reviewable pursuant to Law, or any rule or regulations having force and effect of Law.

6.7 Any employee shall be entitled to representatives of his own choosing in the presentation and processing of a grievance at all stages under this procedure. The representatives shall include any or all of the following at the second through fourth step of the grievance procedure: C.S.E.A. Unit President, and two members of the C.S.E.A. Executive Board, any building representative or departmental representative or steward, witnesses to the dispute in question, C.S.E.A. Field Representative and C.S.E.A. Regional Attorney. Witnesses can appear for testimony purposes only and would have

no other part in the proceeding.

6.8 The time limitation for filing a grievance under the procedure contained in this Article shall be seven (7) working days from the date of the occurrence of the grievance or seven (7) working days from the date the employee knew or should have known of the incident giving rise to the grievance. Thereafter, the time limitations for moving a grievance to the next step or providing an answer to a grievance shall be seven (7) working days unless otherwise specified in the procedure. The time limitations set forth in this section are established in order to ensure prompt consideration and determination of employee grievances.

6.9 An employee and his representatives pursuant to paragraph 6.7 of this Section shall be allowed such time off from his 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 or other time credits. Members of the CSEA Executive Board will be given time off with pay for handling grievances under the Contract.

6.10 The Genesee County Employees Unit 819 of the Genesee County Local of the CSEA may withdraw a grievance at any step of the grievance procedure with the prior approval of the employee or employees involved.

6.11 The pendency of a grievance shall in no way operate to impede, delay or interfere with the right of the County to take the action complained of.

ARTICLE 7 UNION SECURITY AND CHECK-OFF

7.1 Indemnity

7.1.1 The Union shall indemnify and save the employer harmless from any and all manner of claims, demands, suits, actions or 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 relating to previously signed cards which vary from the PAYROLL DEDUCTION (MEMBERSHIP APPLICATION) form or its substantial equivalent, previously agreed to between the Employer and the Union.

7.2 Check-Off Forms

7.2.1 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.

7.3 When Deductions Begin

7.3.1 Check-off deductions under all properly executed check-off forms shall become effective at the time an application is signed by the Employee and presented to the Employer and shall be deducted proportionately from each paycheck thereafter.

7.3.2 Any Employee covered hereunder shall have CSEA Life Insurance and Sickness-accident Insurance deducted from his or her paycheck if desired by filling out the proper CSEA insurance forms, which will be deducted in one deduction once every paycheck.

7.4 Termination of Check-Off

7.4.1 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 (1) no longer is 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.

7.5 Employee Information List

7.5.1 The Employer, within 30 days after the ratification of this Agreement, will furnish CSEA a complete list of names, home addresses, work locations and position titles of all employees in the negotiating unit covered by this Agreement, and will, within 5 work days of the last work day of each month, furnish the CSEA a listing of names, home addresses, work locations and position titles of newly hired, reinstated, transferred and terminated employees.

ARTICLE 8 PROMOTION, DEMOTION AND TRANSFER

8.1 Promotion

8.1.1 No Employee shall receive a salary in excess of the maximum allocated to his position, unless he is promoted in accordance with the Rules of the Civil Service Commission of the County of Genesee to a position having a higher salary range. When an employee is promoted to a position having a higher salary range the minimum salary of which is equal to or lower than the rate of compensation then received by such employee he/she shall, upon such promotion, be paid the salary which corresponds with such rate of compensation immediately above the salary he/she is then receiving and for the purpose of computing further increments, which correspond with such rate of compensation.

8.2 Demotion

8.2.1 When an employee is demoted in accordance with the Genesee County Civil Service Rules and Regulations through no fault of his own, to a position in a lower salary grade, he shall upon such demotion be placed on the step in such grade which results in the least amount of economic loss to the employee but in no case results in an economic gain.

8.3 Transfer

8.3.1 When the Employee is transferred to a similar position, he shall be paid the same salary in such new position as he received in the position from which transferred and shall be eligible to receive the increments in the schedule established for the new position based upon the number of years of service in the new position and that from which he was transferred.

8.4 Transfer of Fringe Benefits

8.4.1 When an Employee shall be promoted, demoted or transferred in accordance with the preceding terms of this paragraph any and all fringe benefits, accumulated vacation and other benefits to which the Employee is entitled or which the Employee has earned at the time of his promotion, demotion or transfer shall follow the Employee to his new position, so that the Employee shall suffer no loss therein due to such promotion, demotion or transfer.

8.4.2 An employee with earned leave credits in a position in another County Department (including GCC) not covered by this bargaining unit, who voluntarily terminates employment with the department to accept an appointment in a position that is covered by this bargaining unit, with no break in service, shall be eligible to transfer all leave accruals, except vacation, or compensatory time which were to his credit at the time of his termination with such agency.

All continuous employment with another County Department including those positions not covered by this agreement shall be counted as years of employment for the purpose of calculating vacation accrual.

ARTICLE 9
PERMANENT STATUS/DISCIPLINE AND
DISCHARGE ACTION
(FOR LANGUAGE PRIOR TO 1/1/95 SEE CSEA CONTRACT 1992)

9.1 Employees who have satisfactorily completed their initial probationary period provided in Article 39 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 in 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 provision of this Article.

9.2 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 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.

9.3 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 Unit President. An employee who is suspended without pay shall be allowed to waive all steps of the procedures contained in this Article 9 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 charges 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 of the discipline matter is reached and the 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.

9.3.1 The penalty specified by the Employer shall be implemented immediately in those instances where the continued presence of the employee on the job would constitute a danger to the safety and welfare of persons and property pending a settlement of the disciplinary matter which incorporates a different penalty, or pending the decision of an arbitrator.

9.4 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 9.5 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 9.6. If the employee is not satisfied with the determination of the County Manager or his/her 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.

9.5 If a written appeal is filed, the County Manager or his/her designee shall hold a hearing within fifteen (15) working days of the date of receipt of the written appeal. The County Manager or his/her 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/her 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.

9.6 If the Union is not satisfied with the decision of the County Manager or his/her 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 receipt of the Step 1 decision by notifying the County Manager that the Union is proceeding to final and binding arbitration.

9.6.1 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 indicates 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 cases 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. However, if one side requests postponement of arbitration after a date has been set, it will solely bear the cost of a postponement fee, if applicable.

9.7 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 during the first Labor Management meeting of each calendar year 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.

9.8 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 provision 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 this agreement.

9.9 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.

9.10 Employee Rights

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.
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.
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.

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.
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.

9.11 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 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.

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

ARTICLE 10 SENIORITY

10.1 Seniority shall be defined as length of continuous service with the Employer in a title or grade. In the event of a layoff, Employees shall be laid off on the basis of seniority, such Employees with the greater seniority being the last laid off. By written notice to the Employer within five (5) working days after layoff, laid-off employees shall be entitled to exercise their seniority, as above defined, to displace employees with lesser seniority on job titles previously held by such senior employees, provided they are still qualified to perform such work. Recall shall be in the exact inverse order of layoff.

10.2 Continuous service shall be defined as the last period during which an Employee has continually had seniority. Subject to the Civil Service Law, an Employee shall lose his 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 twelve (12) consecutive months.

10.3 The relative seniority of two (2) or more employees in the labor or non-competitive

classes that are appointed on the same day shall be determined by lottery. The lottery will be conducted in the presence of the employees and will take place in the Genesee County Personnel Office within thirty (30) days of the date of appointment. The lottery shall be conducted in accordance with the guidelines of a letter of intent separately signed.

ARTICLE 11 REINSTATEMENT OF VETERANS LAW

11.1 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 spent in the Armed Forces, in accordance with such laws and regulations.

ARTICLE 12 LEAVE OF ABSENCE

12.1 All applications for Leaves of Absence by any employee paid from County funds shall be made to the County Manager who shall determine whether the leave shall be granted and if granted shall fix and prescribe the terms and conditions thereof. All applications for Leaves of Absence must bear the recommendation of the Head of the appropriate Department prior to presentation to the County Manager. This policy shall be interpreted to include Application for Maternity Leave. If the above request for a Leave of Absence is denied by the County Manager, for any reason, the employee shall have the right to appeal to the Genesee County Legislature for their approval.

ARTICLE 13 JURY DUTY

13.1 When an Employee is summoned for jury duty, he shall receive his full salary or daily straight-time hourly rate for any time necessarily and actually missed as a result of such jury duty. The County shall be reimbursed by such an Employee in the amount of any jury duty fee received by the Employee.

ARTICLE 14 WORKING HOURS

14.1 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.

14.2 Employees in the County of Genesee within the bargaining unit represented by the Union do not punch a time clock except for employees of the Genesee County Nursing Home, but punctuality is important for the smooth and efficient operation of County Departments. Accordingly, an employee is expected to be at work and ready for work whenever his or her scheduled work day begins. Except as indicated hereafter, the

normal daily work hours of full-time employees covered hereunder shall be from 8:30 am until 5:00 pm. General office staff shall work 37.5 hours/week Monday through Friday. A period of one hour shall be allowed for an unpaid lunch from this time. Employees in the Public Health Lab, required to work Saturdays will be granted equal time off at the discretion of the employer. Maintenance and Custodial personnel work forty (40) hours Monday through Friday as determined by the Department Head. A period of one half hour (.5) shall be allowed for an unpaid lunch from this time.

14.2.1 An unpaid lunch /dinner period of a minimum of ½ hour to a maximum of 1 hour shall be allowed for each full work day, and shall fall approximately mid way through an employee's scheduled work day.

14.2.2 As a general guideline, a fifteen minute break may be taken within 1.5-2 hours of an employee's start time and within 1.5 -2 hours of an employee's finish time. These breaks may not be combined and taken in one half hour (.5) segment.

14.3 Genesee County will operate on a variety of flexible work hour schedules in order to achieve the requirements of both operating County Government on as efficient basis as possible, and at the same time meeting the services required by the general public. To achieve this, both parties agree to the implementation of Alternative Work Schedules and/or Flexible Work Schedules as set forth below.

14.3.1 Alternate Work Schedule: Definition-A set schedule other than the regular hours of 8:30 am to 5:00 pm. For example, Four (4) Day Work Week in both DSS and Public Health Dept., and the Earned Day Off in DSS.

An Alternate Work Schedule may be initiated either by the Employer or the Employee. The final approval of any Alternate Work Schedule, however, is reserved for the Department Head. In either case, it is anticipated that a good faith effort to adhere to the Alternate Work Schedule/s will be made by the participating employee/s. If initiated by the employee, he/she will submit a description of his/her proposed Alternate Work Schedule to the Department Head and Union President after both the employee and the immediate supervisor have initialed their approval of same. If initiated by the Employer, written rationale shall be submitted to the CSEA president justifying the need for an alternate work schedule. The Department Head shall solicit volunteers from within the department to cover the alternate work schedule. If no employee/s volunteer, the Department Head may hire part time employee/s to cover the work.

Nothing contained in this paragraph shall abridge the employee's rights to work a normal schedule under Article 14.2

14.3.1.1 In the event the employee has sought an alternate work schedule, or the Department Head has attained volunteers from within the department to work an alternate schedule, the agreed upon schedule shall be submitted to

the Union and the Employer for official sign off by both parties prior to implementation.

14.3.1.2 An Alternate Work Schedule may be suspended or terminated by the Department Head upon thirty (30) day written notice to both the employee/s affected and the CSEA-General Unit President. Employee/s may terminate participation in an Alternate Work Schedule by submitting a thirty (30) day written notification to his/her immediate supervisor and Department Head. This thirty (30) day time limit for employee notification, however, may be waived by the Department Head. If the Department Head wishes to continue the Alternate Work Schedule, he/she shall solicit volunteer/s. If no employee/s volunteer, the Department Head may hire part time employees to cover the work hours.

14.3.1.3 Computation of leave credit usage while an employee is working an Alternate Work Schedule will be based upon the number of scheduled work hours on the day the employee uses leave credits.

14.3.2 Flexible Work Schedule Definition-An unscheduled work week of either 37.5 hours/week or 40 hours/week, Saturday through Friday. For example, the work schedule for the Intensive Case Managers at MH.

14.3.2.1 Employee/s participating in a Flexible Work Schedule may be scheduled to work between the hours of 7:30 am and 8:00 pm with an expected average of 7.5 hours per day. In some cases, flexible scheduling may also include hours extending to 11:00 pm. Saturdays and Sundays may also need to be flexed depending upon the needs of the served.

14.3.2.2 Flexible scheduling is entirely voluntary on the part of the employee. However, it is anticipated a good faith effort to adhere to the conditions set forth in this article will be made by the participating employee. The employee must obtain CSEA written approval for any Flexible Work Schedule. Final approval of any Flexible Work Schedule is reserved for the Department Head.

14.3.2.3 Once a Flexible Work Schedule is approved, the employee/s must provide his/her immediate supervisor with a projected schedule for the upcoming week, by 5:00 pm Friday of the current week. Any work that occurs outside the employee's scheduled hours in any given week needs prior written approval by the Department Head or designee, except in a crisis situation, where the employee is unable to acquire prior written approval. In this instance, the employee is expected to notify the Department Head or appropriate designee immediately the next business day.

14.3.2.4 Computation of leave credit usage while an employee is working a

Flexible Work Schedule will be handled pursuant to 14.3.1.3.

14.3.2.5 A Flexible Work Schedule may be suspended or terminated by the Department Head upon thirty (30) day written notice to both the employee/s affected and the CSEA-General Unit President. CSEA also reserves the right to suspend or terminate a Flexible Work Schedule upon thirty (30) day written notice to the Department Head.

14.4 Employees covered hereunder shall be entitled to straight time of their normal hourly wage for all hours worked in excess of their normal work week from thirty-seven and one-half (37 1/2) 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.

14.4.1 Overtime shall not be worked unless previously authorized by the appropriate office or department head or his/her designee.

14.4.2 All paid leave taken off during the work week will be counted as time worked for the purpose of calculating overtime. However, an employee who works on a day he/she has utilized leave credits shall not earn extra hours, but shall have the leave credit usage for that day offset by the number of hours worked.

14.4.3 When an Employee is called in to duty at a time other than his regularly scheduled tour, he shall be paid for such time at a rate of one and one-half (1-1/2) times his normal hourly rate, with a minimum of three hours at the premium rate.

14.4.4 Each employee covered under this contract who is required to be on call/standby shall receive thirty (\$30) dollars per day for each work day and fifty (\$50) dollars per day for each non-work day. An employee who is paid the on call/standby stipend shall not be eligible for the minimum call back pay as provided in Section 14.4.3 of Article 14 of this contract. However, if the employee actually performs the duties of his/her title, he/she shall be paid for each hour or part thereof worked at his/her straight or overtime hourly rate whichever is applicable. For the purpose of this provision on call/standby duty shall mean that a Department Head has scheduled an employee to be immediately available to perform work within his/her job title for the County during the non-work hours of a day.

14.4.5 Effective October 15, 1994, compensatory time shall be made available in lieu of cash payment for overtime work in accordance with the limitations provided in this Article. 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 may be waived in emergency or call in situations. The using of compensatory time shall be limited for both parties to a per incident basis with each specific use requiring written approval by the Department Head or his/her designee, before compensatory time may be used.

Written approval may be waived in emergency situations. Compensatory time shall be accrued at a rate equal to the overtime rate; straight time up to forty (40) hours, time and one half for all hours over forty (40) hours in one work week. The maximum accrual of compensatory time shall not exceed 24 hours. At any time the employee accrues a total of 24 hours of compensatory time, he/she shall be paid the appropriate rate for any time worked in excess of the accrued 24 hours. 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. When an employee terminates employment with Genesee County, he/she shall be paid for all compensatory time accrued, but not taken up to 24 hours, at the employee's current rate of pay. NOTE: Compensatory leave credits accrued prior to October 1, 1993 may exceed the 24 limit. 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 bank hours. If an employee has compensatory time leave credits in his/her bank earned prior to October 1, 1993, these hours must be depleted before additional compensatory hours may accrue per above.

ARTICLE 15 SHIFT WORK

15.1 An Employee engaged in work which is performed on more than one shift shall have the right, once every six months, to displace an Employee on another shift having less seniority. This shall be done through notification to the employee's immediate supervisor and the Employer, who shall implement such displacement as promptly as practicable.

15.2 Effective January 4, 1997 any employee performing a majority of his/her normal working hours between 6:00 p.m. and 6:00 a.m. shall receive an additional thirty cents (\$.30) per hour. Effective the first full payroll of January, 1999 any employee performing a majority of his/her normal working hours between 6:00 p.m. and 6:00 a.m. shall receive an additional thirty-five cents (\$.35) per hour.

ARTICLE 16 CLASSIFICATION AND WAGES

16.1 Effective the first full payroll of July, 2006 each employee covered under this agreement, and on the payroll or approved leave of absence at time of ratification shall receive an increase in his/her 2005 hourly rate of 3%. Such increase shall be added to the 2005 hourly rate of each employee as well as to the 2005 hourly wage schedule as it existed on December 31, 2005. Employees on the payroll at the time of contract ratification or hired after ratification will receive the proposed wage increase.

Effective the first full payroll of January, 2007, each employee covered under this agreement shall receive an increase in his/her 2006 hourly rate of 2.5%. Such increase shall be added to the 2006 hourly rate of each employee as well as to the 2006 hourly wage schedule as it existed on December 31, 2006.

Effective the first full payroll of January, 2008, each employee covered under this agreement shall receive an increase in his/her 2007 hourly rate of 2.75%. Such increase shall be added to the 2007 hourly rate of each employee as well as to the 2007 hourly wage schedule as it existed on December 31, 2007.

With regard to the above four (4) paragraphs, each employee hired before 1/1/97, due an increment, shall receive such increment in accordance with the present practice for providing increments. Each employee hired on or after January 1, 1997 shall receive increments in accordance of 16.2.

16.2 Employees hired on or after January 1, 1997 shall remain at the Hire Rate (Step 1) on the Salary Schedule for two (2) years. Thereafter, they shall move to the Middle Rate (Step 3) of the Salary Schedule where they will remain for two (2) years. Beginning with the fifth year of employment, the employee will move to the Final Rate (Step 5).

Hire Rate (2 yrs)	Middle Rate (2 yrs)	Final Rate
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16.3 Those employees who held the title of Cleaner or Stock Clerk prior to January 1, 1997 will remain in Grade 5 and Grade 10 respectively for the duration of their employment with the County.

16.4 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 Department of Civil Service

16.5 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/her service in such position or occupation, in accordance with the language of the Salary Schedule.

16.6 Wages, less appropriate deductions, shall be paid every two weeks for the two week period ending the day 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. All employees covered under this Agreement shall be paid twenty-six (26) times per year during future calendar years.

16.7 Mandatory Direct Deposit. Employees hired after January 10, 2001 must

participate in mandatory direct deposit of entire payroll check.

16.8 Room in Pay. For a time period of up to fourteen (14) days per calendar year, employees in the title of Child Care Worker will be expected to “room in” at a Cluster Home to which they are assigned, subject to advance notice/request by the Cluster Home parent and upon approval by the DSS Commissioner and/or designee. This involves one or more consecutive twenty-four (24) hour periods during which the Child Care Worker will provide ongoing child care at the residence of the Cluster Home parents. The Child Care Worker will be paid for sixteen (16) hours of consecutive work time and allowed eight (8) hours for sleeping purposes while at the residence. An on call stipend of \$45.00 will be provided for each 8-hour sleep shift. If the worker must work during this time period, he/she will be paid for hours worked at the applicable rate. During any weeks where the “room in” situation may occur, the Child Care Worker will be compensated at straight time for up to forty (40) working hours and at time and half for any hours beyond forty (40) work hours. Nothing in the above shall be construed to indicate that this “room in” clause must be enforced in any particular calendar year.

Lunches, dinners and breaks are paid while the Child Care Workers are caring for the children in the Cluster Home to which they are assigned.

16.9 PEOPLE program: The County will provide payroll deduction capabilities for the PEOPLE Program once CSEA notifies the County that there are forty (40) enrollees.

ARTICLE 17 HOLIDAYS

17.1 The following days shall be holidays for which employees covered by this Agreement shall receive time off with no loss in salary:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday (observed)	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Floating Holiday

Early closings for Christmas Eve and New Year's Eve will no longer occur. As far as possible, the floating holiday shall be granted to employees at the time most desirable to them, but final right to determine the time of usage of the floating holiday is expressly reserved to the Department Head in order to insure effective and efficient provision of services. Employees hired after October 1st. shall not be eligible for the Floating Holiday in their first year of hire. Floating Holiday requests by non-clerical workers at the Genesee County Nursing Home that result in conflicts will be resolved on a seniority basis with the most senior employees requesting the Floating Holiday receiving the day off.

17.2 All Civil Service employees covered under this contract, shall report to work on all work days not listed in the Holiday Schedule and will be paid for these days. (Excluding leave credits)

17.3 If a holiday falls on a Saturday, it shall be celebrated on the preceding Friday. If a holiday falls on a Sunday, it shall be celebrated on the succeeding Monday.

17.4 All employees covered hereunder, who are normally scheduled to work on a holiday, shall receive their normal daily wage plus straight time for all hours worked on that holiday. In the event that an employee is called in to work or is specially assigned to work on a holiday outside his/her normal schedule, when he/she was not normally scheduled to work, the employee shall receive his normal daily wage plus one and one-half (1-1/2) times his/her regular daily wage for all hours worked on that holiday. An employee scheduled to work on a holiday may elect to take a compensatory day off, with the approval of the Department Head, in lieu of the holiday pay, at a time mutually agreed upon.

17.5 In no event, shall the employee receive both Holiday Pay and/or any other accumulated leave credits.

17.6 An employee must be on the payroll his/her last work day before the holiday and his/her first work day after the holiday in order to be compensated for the holiday. For the purpose of this Section, an employee shall be considered to be on the payroll unless he/she is on an approved unpaid leave of absence.

ARTICLE 18
VACATION ELIGIBILITY

18.1 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:

<u>Years of employment</u>	<u>Days earned per month</u>	<u>Maximum days earned</u>	<u>Maximum Days to be taken*</u>
First year of hire (as long as employed on or prior to October 1st.)	1	10	None
2nd year earned in previous year	1	10	Number actually
3rd	1	10	10
4th	1	10	10
5th	1	11	10
6th	1	12	11
7th	1-1/2	13	12
8th	1-1/2	14	13

9th	1-1/2	15	14
10th	1-1/2	16	15
11th	1-1/2	17	16
12th	1-1/2	18	17
13th	1-1/2	19	18
14th	1-1/2	20	19
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+ one day in 12th month	25	25

*The number in this column does not include those days carried over from previous year pursuant to 18.6 which are also available for an employee's use.

18.2 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. An employee must be compensated on the payroll for at least 20 full working days/month to accrue Vacation Leave for that month.

18.2.1 Vacation Leave Usage:

Vacation Leave may be taken, beginning in quarter day (2 hour) segments, then followed by ½ hour segments. (i.e. 2 hr., 2.5 hr., 3 hr., 3.5 hr., etc.)

18.3 Vacation Pay Eligibility at Termination

18.3.1 An employee who voluntarily leaves County service shall be given compensation for all unused vacation accruals at the rate of pay the employee is receiving on the date he/she terminates his/her employment provided such employee informs his/her appointing authority (Department Head) in writing ten (10) working days prior to the termination date. The Appointing Authority shall accept an employee's written notification of resignation and shall affix the date and time of the receipt of an employee's written resignation. Acceptance does not constitute approval. If charges of incompetency or misconduct have been or are about to be filed on an employee, the Appointing Authority may elect not to approve a resignation filed by such an employee pursuant to the Genesee County Civil Service Rules and Regulations, and prosecute such charges.

18.3.2 An employee who terminates his/her employment with the County voluntarily without giving ten (10) working days notice may be eligible for his/her vacation compensation at the discretion of his/her Department Head.

18.3.3 An employee who is discharged for just cause shall not be eligible for such accrued vacation pay.

18.4 Vacations earned during one (1) calendar year shall not become the property of the employee and shall not be taken until the commencement of the next calendar year and must be taken during the next calendar year. Upon the death or termination of an employee, all of the employee's vacation time earned during the previous and/or current calendar year but not yet taken by the employee or paid by the Employer shall be paid to the employee or the employee's estate.

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

Where the Employer determines employees are required on the job, priority among competing requests for vacation shall be made on the basis of seniority. For the purposes of this section, seniority shall mean length of continuous service with the Employer.

18.6 Each employee covered under this agreement may carry over up to ten (10) days of unused vacation from the prior calendar year. The request to carry over vacation under this subparagraph should be presented, in writing, to the department head not later than December 1.

Vacation Leave remaining in an employees bank after his/her roll over request must be used according to the schedule in 18.2.1. However, if near the end of the year, an amount remains that is less than the normal usage allows, it may be used in that lesser amount upon written approval by the Department Head.

18.7 If a holiday(s) falls within the Employee's vacation period, the Employee shall be allowed to extend his/her vacation period by the holiday(s) falling within such period by notifying the Employer prior to the beginning of his/her vacation period that he/she will extend such period. Otherwise, the Employee shall only be charged with those vacation days actually used during the vacation leave period.

ARTICLE 19 RETIREMENT

19.1 The Employer shall continue the present coverage of Employees under this Agreement under Section 75 (i) 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.

19.2 Employees under this Agreement shall be granted the application of unused sick

leave as additional service credits upon retirement up to one hundred sixty-five (165) days, maximum.

19.3 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, Section 448 or Section 360-B of the New York State Retirement and Social Security Law.

19.4 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.

EDUCATION AND PROFESSIONAL LEAVE

20.1 Each department may be permitted to send professional representatives other than the Department Head to attend educational seminars that are job-related at County expense (expense subject to audit). A request to attend seminars shall be made in writing to the Department Head prior to the seminar. If the Department Head approves the request, it will be submitted to the County Manager for his review. Final approval will require the signature of the County Manager and the Chairman of the Legislature.

ARTICLE 21 TUITION REIMBURSEMENT

21.1 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.

21.2 The child(ren) and/or spouse, providing said child(ren)spouse is not a County employee, of any unit member will be provided a tuition waiver upon enrollment as 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 should be submitted to the G.C.C. Financial Aid Office upon receipt. Failure to submit these certificates 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.

21.3 Tuition waivers shall be made available to the child(ren)/spouse, providing said child(ren)spouse is not a County employee, of a unit member in exchange for that unit member providing voluntary community service hours. Community service shall mean volunteer time spent in service to not-for-profit organizations serving the residents of Genesee County. Any anomalous volunteer community service hours will be submitted to the CSEA Labor/Management Committee for resolution. Employee volunteer hours earned after January 1, 1990 will be credited upon receipt of verification from the volunteer organization.

21.4 CSEA will compile and keep records of community service hours donated by unit members. For every full semester tuition waiver used, CSEA will deduct 250 community service hours from the total accumulation. In addition, each employee requesting such tuition waiver shall have served 35 community service hours in the same year in which the waiver is used. This include the 25 hour "up front" allocation to the Group account. CSEA will provide proof that sufficient community service hours have been accumulated to meet the conditions of this section prior to the County

approving any tuition waiver.

21.5 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 22
UNION TIME OFF

22.1 The Employer shall allow the Unit President and his/her designee an aggregate of five (5) working days per year without loss of pay or leave benefits to attend functions of the Union, its affiliates, subdivisions or organizations to which it is affiliated. In order to take time off under this provision the Unit President shall notify the appropriate Department Head that his or her designee shall be taking time off under this provision.

ARTICLE 23
NEW YORK STATE ASSUMPTION OF
PROBATION SERVICES

23.1 In the event that the Director of Probation for New York State, pursuant to the request of the appropriate Genesee County officials, agrees that the New York State Division of Probation shall perform probation services for the County directly, this Agreement shall become void and of no effect to the extent required to implement this decision of the Director of Probation, under law.

ARTICLE 24
SICK LEAVE

24.1 Each full-time permanent employee shall earn 1-1/4 days of paid sick leave for each month of employment (15 days per year). Maximum accumulation for such leave is 250 days.

24.2 Such leave may be taken only in the event of a sickness which shall be defined as illness, bodily injury or quarantine. Additionally, an employee may use Sick Leave for the care of an ill member of the employee's immediate household. The first 3 days of sick leave taken upon any sickness (employee and/or member of immediate household) may be compensated without proof of sickness by a physician's certificate. Thereafter, in both instances, a physician's certificate shall be required, and in the case of protracted sickness, such a certificate must be presented at the end of each calendar month of absence.

A physician's certificate will not be routinely required for absences three (3) days or less due to illness. When the Appointing Authority and Personnel Officer, determine that the employee shall be required to provide medical documentation solely as a result of review of the employee's attendance record, such requirement shall follow counseling, written notice to the employee, and shall commence subsequent to such notice.

The above requirement placed on the employee shall be of reasonable duration, and the employee shall be advised of that duration when notified of the requirement.

24.3 Genesee County agrees to provide administrative cooperation with CSEA in the establishment, at a time determined by the CSEA, of the Sick Leave Bank Program for positions covered by this bargaining agreement. The administration of this sick leave bank shall be the responsibility of CSEA according to the rules and procedures as established by the Genesee County/CSEA LMC. Program enrollment will occur annually during the month of December for the subsequent year.

24.3.1 Annually, during the month of December, any employee who has reached the maximum Sick Leave accrual, or anticipates reaching the maximum accrual in the next Fiscal Year, may choose to voluntarily donate up to a maximum of fifteen (15) days (112.5 hours for a 37.5 hour/week employee or 120 hours for a 40 hour/week employee) to the Sick Leave Bank (SLB). If the employee is already contributing to the SLB, these hours will be in addition to his/her normal annual contribution. These extra hours will go directly into the bank to increase the total number of hours available to participants, and will not be credited to the contributing employee if he/she is a participant in the SLB.

24.4 Accrual of Sick Leave:

7.5 hour/day employee accrues 9.375 hours/month

8 hour/day employee accrues 10 hours/month

An employee must be on the payroll 20 full working days/month to accrue Sick Leave.

Usage of Sick Leave:

May be taken in beginning one (1) hour segments, then may be used in ½ hour segments (i.e. 1 hr., 1.5 hrs., 2 hrs., 2.5 hrs. etc.). Additionally, Sick Leave may be used in a minimum ½ hour (.5) increment for medically related appointments without the beginning one (1) hour segment mentioned above. This provision for the use of Sick Leave may be applied only after all of an employee's five (5) days of Personal Leave have been depleted. The option of using Sick Leave in a minimum ½ (.5) hour segment for the above purpose shall expire upon the ratification of a successor agreement.

ARTICLE 25
PERSONAL LEAVE

25.1 Each full-time permanent employee shall be entitled to five personal leave days off per contract year for the transaction of personal business, religious observances, funerals not included in Article 26, legal matters, physician or medical appointments or emergencies which cannot be handled outside of working hours. The Employer has the

right to deny a personal leave request based upon a compelling reason. In the event of a denial by the Employer, the reason for the denial will be provided in writing to the employee.

25.2 An employee requesting personal leave shall complete the Personal Leave Request Form attached to this Agreement as Exhibit E.

25.3 The employee has the option of taking personal leave days in a minimum ½ (.5) hour, full hour(s) or full day segments. At least twenty-four (24) hours advance notice shall be given for personal leave to the Employer if possible except in case of an emergency. The option of using Personal leave in a minimum ½ (.5) hour segments shall expire upon the ratification of a successor agreement.

25.4 Days of personal leave shall not be taken off on consecutive Fridays and Mondays or other consecutive days off as assigned to Nursing Home employees. No employee can take a personal leave day off prior to the start of the 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.

25.5 The employee shall not be required to divulge or provide detailed intimate explanations of the reasons for the use of personal leave time.

25.6 During the first calendar year of employment, each full-time, permanent employee will accrue personal leave for that calendar year and for the subsequent calendar year only, on the basis of one day's credit for each ten (10) weeks of compensated employment, to a maximum of five (5) personal days credit, subject to the normal requirement for using such leave. In subsequent years, such employee will have five (5) personal leave days credited as of January 1st of each year.

ARTICLE 26 FUNERAL LEAVE

26.1 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, domestic partner, 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 his/her immediate supervisor, one day of funeral leave may be held in reserve to accommodate extenuating circumstances involving the death of above member of employee's 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 parent is" to an employee when the employee was under the age of eighteen (18) years.

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

26.2 Each employee covered under this contract shall be allowed two (2) days of bereavement leave off with pay in the event of the death of a stepchild and/or stepparent. Such leave shall commence on the day prior to the funeral and terminate the day of the funeral.

26.3 In the event of a death in the immediate family or household of an employee within the week preceding a Genesee County Civil Service Examination, an employee scheduled for an examination may request an alternative test date. An employee must notify the Personnel Office, in writing, as soon as possible before the test date. The request should contain a complete explanation of the reason the candidate cannot take the examination as scheduled and be supported by appropriate documentation, if available and/or required. Approval of the employee's request rests with the Personnel Officer or his/her designee. The decision of the Personnel Officer or designee is final and shall not be subject to a grievance.

The employee shall give his/her Department Head advance notice of the rescheduled examination date should the date be during the employee's scheduled work hours.

ARTICLE 27 HOSPITALIZATION MEDICAL COVERAGE

27.1 The employer agrees to provide single coverage for each single employee and family coverage of each family exclusively through the Genesee County Self Funded Health Benefits Plan for each full time regular employee within 30 days of hire at no cost to the employee except as noted below. The Plan will be managed by a Third Party Administrator designated by the County. In the event the County is to consider an alternative Third Party Administrator or Managed Care Provider, the County agrees to convene a committee to study such proposal or proposals and agrees to include a representative of the Union on such committee.

When an employee hired between January 1, 1995 and June 24, 1997 chooses to participate in the Genesee County Self Funded Medical Plan, on/after June 25, 1997, he/she shall pay twenty-five per cent (25%) of the cost of the appropriate monthly rate during his/her first three (3) years of participation in the medical plan. The employee contribution shall be made biweekly through payroll deduction. Thereafter, the employer shall pay 100% of the cost of the employee's health coverage. When an employee hired between January 1, 1995 and June 24, 1997, is already participating in the Genesee County Self Funded Medical Plan, on/after June 25, 1997, his/her co-payment shall be governed by the conditions set forth Exhibit F.

When an employee hired on/after June 25, 1997 chooses to participate in the Genesee County Self Funded Medical Plan, he/she shall pay 25% of the cost of the appropriate monthly rate during his/her first five (5) years of participation in the medical plan. The

employee contribution shall be made biweekly through payroll deduction. Thereafter, the employer shall pay 100% of the employee's health coverage.

When an employee hired after January 20, 2001 chooses to participate in the Genesee County Self Funded Medical Plan, he/she shall pay 25% of the cost of the appropriate monthly rate during his/her first five (5) years of participation in the medical plan. After the completion of the employee's first five years of medical plan participation, the employee must pay 10% of the cost of the appropriate monthly rate for the duration of his/her participation in the Plan. The employee contribution shall be made biweekly through payroll deduction.

Effective the first full payroll following ratification of the 2006-2008 contract employees who are contributing to the cost of the monthly premium equivalent, paying either 10% or 25% will pay 10% of the monthly premium equivalent for the level of coverage selected by the employee, and the Employer shall pay 90% of the monthly premium equivalent. If the employee changes the level of coverage at any time, the 10% co-pay shall be adjusted to reflect the "premium" of the newly selected coverage deducted from their bi-weekly pay on a pre-tax basis for the duration of his/her participation in the plan.

Effective the first full payroll following ratification of the 2006-2008 contract employees who, at the time of ratification, are not cost sharing will pay the following amount, deducted from their bi-weekly pay on a pre-tax basis for the level of coverage selected by the employee:

<u>Type of Coverage</u>	<u>Employee Cont. per pay period</u>
Single	\$20.00**
Single with Child:	\$25.00**
Two Adults:	\$35.00**
Family:	\$35.00**

**The amount paid by the employee will not exceed 10% of the monthly premium equivalent or the amount referenced above, whichever is less for each level of coverage.

Effective the first full payroll in 2008, those employees cost sharing on a flat rate basis during 2007 will pay the following amount deducted from their bi-weekly pay on a pre-tax basis for the level of coverage selected by the employee:

<u>Type of Coverage</u>	<u>Employee Cont. per pay period</u>
Single	\$25.00**
Single with Child:	\$30.00**
Two Adults:	\$40.00**
Family:	\$40.00**

**The amount paid by the employee will not exceed 10% of the monthly premium equivalent or the amount referenced above, whichever is less for each level of coverage.

27.1.1 Managed Benefit Services will be performed by a provider designated by the County.

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 Claims Review.

Additional Services Include:

Outpatient Surgical Procedure Review

Outpatient Psychiatric Review (Limited to proposed "partial hospitalizations" and concurrent review of same)

Outpatient Alcohol & Substance Abuse Review (Limited to proposed "partial hospitalizations" and concurrent review of same)

27.1.2 In the event of a disputed Medical or Dental 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.

27.2 In the event that both spouses in the family are employed by the County, it shall be the obligation of the County to provide uninterrupted coverage of the appropriate insurance described above in the event of the layoff, leave of absence, divorce or other change of circumstance of the spouse in whose name the family policy is issued.

27.3 In the case of employees hired on or after January 1, 1981, each married employee whose spouse is also employed by the County shall be entitled to benefits under one family plan.

27.4 The hospitalization medical insurance program stated in this Article may be changed to a different hospitalization/medical insurance program only if the Employer and the Union mutually agree upon the replacement insurance program. Such replacement program shall provide equivalent or better benefits.

27.5 The Union and the County agree to commence a joint Labor Management Committee meeting with other collective bargaining units within the County to periodically review the benefit levels outlined in the medical plan document and to formulate changes to same based upon the reallocation of available funds. Any changes in the medical plan document will be made after consultation with the County's Third Party Administrator, and Managed Care Provider, and will be incorporated into the Genesee County Self Funded Plan upon ratification by the CSEA General Unit.

27.6 Pursuant to Article 27.5 of the 1994-1996 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.

27.7 Medical 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 one thousand five hundred dollars (\$1500). The cash settlement shall be paid in two equal annual installments, one (\$750) during the month of July, and one (\$750) during the month of December. Effective January 1, 2002, the annual cash settlement will be two thousand dollars (\$2000) for all participants in this program. The cash settlement shall be paid in two equal annual installments, one (\$1000) during the month of July, and one (\$1000) during the month of December. Effective January 1, 2006, the annual cash settlement will be two thousand five hundred (\$2500) for all participants in this program. 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 by the Personnel Office.

27.7.1 For the purpose of implementing the Medical Spousal Buy Back provision, employees who wish to participate in this program after ratification of this agreement by both parties, must notify the Personnel Office using the process described in 27.7. The initial enrollment date following the ratification of this agreement will be scheduled upon agreement of both parties. The amount of Medical Spousal Buy Back for 1997 will be prorated and paid in December 1997. The Medical Spousal Buy Back for 1/1/98 through 12/31/98 will be paid according to 27.7.

27.7.2 The month of May will be the official enrollment period of employees in the Medical Spousal Buy Back Program for the next fiscal year. The number enrolling in May will determine if the County will provide the added benefits described in 27.7.8. An employee may opt, however, to take the Medical Spousal Buy Back at any time throughout the year.

27.7.3 An employee who opts for the Spousal Buy Back may only re-enter the Medical Plan either during the month of May or upon the occurrence of a "qualifying event" (divorce, death of spouse, spouse's loss of employment). Under these circumstances, immediate re-entry is available to the employee upon written thirty (30) day notice to the Personnel Department. Entry/re-entry in the Medical Plan will be at the co-payment level/conditions set forth in Article 27.1. If an employee is re-entering the Medical Plan he/she will be given credit for the months of co-payment contributions they made while previously participating in the Medical Plan.

27.7.4 Upon enrollment in the Spousal Buy Back Program the employee shall be entitled to a prorated in lieu payment at the next payment date to reflect the employee's time in the Spousal Buy Back Program.

27.7.5 Upon leaving the Spousal Buy Back Program, the employee shall be entitled to a prorated in lieu Spousal Buy Back payment at the next payment date to reflect the employee's time in the Spousal Buy Back Program.

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

27.7.7 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.

27.7.8 Effective January 1, 1998, the County agrees to provide a Twenty Four Month Vision Coverage plan for employees under the following conditions: 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 fifteen (15) or more. If at any time the number of Medical Spousal Buy Back participants falls below fifteen (15), 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 fifteen (15). 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 President, and all affected employees by June 30th.

The initial enrollment date following the ratification of this agreement for benefit year 1998 will be scheduled upon agreement of both parties.

ARTICLE 28 DENTAL INSURANCE COVERAGE

28.1 The employer agrees to provide single coverage for each single employee and family coverage for each family exclusively through the Genesee County Self Funded Dental Benefits Plan for each full time regular employee within 30 days of hire at no cost to the employee for the plan in effect on 12/31/96. The Plan will be managed by a Third Party Administrator designated by the County.

28.1.1 The Dental Program stated in Article 28.1 may be changed to a different dental program only if the Employer and the Union mutually agree upon the replacement insurance program. Such replacement program shall provide equivalent or better benefits.

28.2 In the event the County is to consider an alternative Third Party Administrator, the County agrees to convene a committee to study such proposal or proposals and agrees to include a representative of the Union on such committee.

28.3 The Dental Program stated in Article 28.1 may be changed to a different dental program only if the Employer and the Union mutually agree upon the replacement program. Such replacement program shall provide equivalent or better benefits.

28.4 The Union and the County agree to commence a joint Labor Management Committee meeting with other collective bargaining units within the County to periodically review the benefit levels outlined in the Dental Plan Document and to formulate changes to same based upon the reallocation of available funds. Any changes in the Dental Plan Document will be made after consultation with the County's Third Party Administrator, and will be incorporated into the Genesee County Self Funded Plan upon ratification by the CSEA General Unit.

28.5 The disputed claims adjudication is outlined in Article 27.

28.6 Dental Buy Back:

Upon ratification, employees who are participants in the Genesee County Self Funded Dental Plan, may participate in the Dental Buy Back Program 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. 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 by the Personnel Office.

28.6.1 An employee may join or leave the plan at any time. An employee's termination and re-entry shall be limited to once each calendar year. Re-entry is effective upon thirty (30) day written notice to the Personnel Department.

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

28.6.3 Upon joining the Dental Buy Back Program, the employee will be entitled to a prorated in lieu payment at the next payment date to reflect the employee's time in the Buy Back Program.

28.6.4 Upon leaving the Dental Buy Back Program, the employee will be entitled to a prorated in lieu payment at the next payment date to reflect the employee's time in the Buy Back Program.

28.6.5 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 29 LONG TERM CARE INSURANCE

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 30 FAMILY MEDICAL LEAVE ACT

The parties 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 employers.

ARTICLE 31 DRUG AND ALCOHOL TESTING

Statement of Policy:

It is the policy of Genesee County that the public has the absolute right to expect

persons employed by the County 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 County.

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 Department Head 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 only upon personal observation and concurrence by the County Manager or his/her designee, (other than the requesting Department Head). 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 the Department Head or his/her designee, and receive authorization to proceed, from the Department Head or his/her designee.

- 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 County or at a 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 or she may possess.

Test to be Conducted:

In conducting drug testing authorized by this Agreement, the County shall:

- a) Use only a 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 Alcosensor 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, Alcosensor 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 Alcosensor with an opportunity to have an immediate follow up Datamaster test at the Sheriff's Department. The Department Head 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 test, the significance and accuracy of the test, or any other alleged violation of the 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 the 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/her 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 of the treatments, or any other parties with knowledge of treatments.

ARTICLE 32 MILEAGE/AUTO INSURANCE

32.1 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, effective at the same time it becomes effective for the IRS.

32.2 Each employee covered by this Agreement who is normally required to transport clients/customers in his/her personal vehicle in the performance of County business shall be reimbursed up to two hundred dollars (\$200) annually for added insurance costs, provided the employee submits proof to the Employer from his/her insurance carrier that he/she is insured for a minimum of three hundred thousand dollars (\$300,000) for liability coverage.

ARTICLE 33 WORKER'S COMPENSATION COVERAGE

33.1 The Employer agrees to continue the existing Worker's Compensation coverage for employees subject to this Agreement, in accordance with the requirements of New York State Law.

ARTICLE 34 POSTING OF CIVIL SERVICE EXAMINATIONS AND JOB TITLE OPENINGS

34.1 The Employer shall notify the Union upon any change in title or creation of a new title.

34.2 The Employer will post notices of Civil Service Examinations and openings in the non-competitive and labor class and for all temporary and provisional openings where

no Civil Service Eligible List exists related to job titles covered by this Agreement. The Notice of such openings shall be posted five (5) working days prior to the final selection of a person to fill that opening.

34.2.1 Appointments and promotions shall be made on the basis of qualifications established by the Civil Service Job Description as well as experience, training, education and past performance. When filling vacancies within the bargaining unit, consideration will be given employees covered by the bargaining agreement in the following order:

- (a) First: County employees from within the Department;
- (b) Second: County employees from outside the Department.

34.2.2 Any employee covered by the bargaining agreement who, as determined by the Genesee County Personnel Officer, meets the minimum qualifications of the Civil Service Job description and bids for a vacant position shall be granted an interview with the appropriate Appointing Authority or his/her designee prior to final selection being made.

34.2.3 It is understood that the intent of this section is to guarantee that employees covered by the bargaining unit will be considered for vacancies, but that the provisions of this section shall in no way affect the Employer's right to select employees for available job titles in accordance with the rules and regulations of the State or Local Civil Service Commission or Personnel Officer.

34.3 Notices shall be posted in Fifteen(15) locations, consisting of County Building No. 1, County Building No. 2, County Nursing Home, Old Courthouse, Engine House, Courts Facility, Mental Health, Highway Department, Sheriff's Department, Emergency Management Services, Job Development, Office for the Aging, GLOW Solid Waste, the Department of Social Services and Genesee Justice Office.

34.4 Every effort will be made by the Employer to provide notices of open non-competitive and labor class positions within other County bargaining units to the Unit President or his/her designee.

ARTICLE 35 PART-TIME REGULAR EMPLOYEES

35.1 Part-time regular Employees shall be defined as Employees working a regular schedule, but less than seven and one-half hours (7-1/2) per day and/or thirty-seven and one-half (37-1/2) hours per week during the year.

35.2 Part-time Employees regularly working more than twenty (20) hours per week shall be covered under all provisions of this Agreement on a pro-rated basis, except that no

present Employee (as of the date upon which this Agreement is executed) shall lose any existing benefits as a result of this Article. All such Employees who regularly work twenty (20) hours or less shall not be entitled to receive fringe benefits under this Agreement.

35.3 At any time it is possible, these part-time regular Employees shall be given full-time positions, provided they are qualified.

ARTICLE 36 SEASONAL AND TEMPORARY EMPLOYEES

36.1 For the purpose of this Agreement, Seasonal and Temporary employees shall be defined as an employee hired for a full week but whose length of employment will not exceed three hundred sixty-five (365) calendar days. No temporary or seasonal employee will be entitled to fringe benefits provided in the Agreement. However, should any of these persons become permanent employees of the County of Genesee their seniority for the calculation of vacation, retirement, sick leave and longevity shall be retroactive to the commencement of their original employment date with the County. The length of the original Federal or State program shall determine the period of employment.

36.2 Temporary employees under Federal and State Programs shall be governed by Federal or State Statute as applicable to the program.

ARTICLE 37 UNIFORMS

37.1 Cleaners, Janitors, Custodians, Head Custodians and Maintenance Workers will receive a clean uniform on a scheduled basis, e.g., either a shirt, a pair of pants, coveralls or smock coat. There will be a reserve supply kept on hand to adequately supply affected personnel should their present uniform become soiled, and on presenting the soiled uniform the employee will receive a clean one in exchange. Cleaning of the uniform will be the responsibility of the Employer. All employees issued such uniforms will be required to wear their uniform while in performance of their duties.

37.2 All technical employees employed by the County Laboratory will be furnished lab coats as deemed necessary by the Director of the Laboratory. The County shall be responsible for cleaning of the lab coats.

37.3 The County will provide rain gear and boots for the Environmental Health Department. These are to be kept under the jurisdiction of the Health Department for use when needed. (at facility or in Health Department vehicles)

37.4 Employees working in the titles of Institutional Aide, Cleaner and Stock Clerk will receive a clothing allowance of up to \$300 per year provided proper verification of

purchase is submitted along with a voucher, payable in two payments of \$150 each, to those on the payroll February 1st and August 1st of each year. No uniform will be required, but clothing worn while at work must comply with the Nursing Home dress standards.

37.5 Employees on the Nursing Staff of the Genesee County Health Department will conform to Uniform Standards developed by the Public Health Director. Upon presentation of verification of the purchase of mandated uniforms, Nurses are eligible to receive a uniform allowance of up to \$290 per year, payable in installments of \$145 each, to those employees on the payroll on February 1st and August 1st of each year.

37.6 Upon termination, the Employee shall return all uniforms and equipment owned by the County which was issued solely for the personal use of the employee in the performance of his/her duties. The cost of any uniforms or equipment lost or damaged through the employee's negligence will be deducted from the employee's final paycheck. County owned uniforms or equipment damaged in the performance of work duties through no fault of the employee will be replaced at no cost to the employee. The judgment that any uniform or equipment has been lost or damaged through the employee's negligence will be communicated in writing to the employee by his/her supervisor not less than five (5) working days prior to the employee's termination date.

37.7 If an employee receives a notice that monies are going to be deducted from his or her final pay, the employee shall be allowed to initiate a grievance in accordance with Section 6.3 of Article 6. If the grievance is not resolved to the satisfaction of the employee before the Legislative Committee, the employee if he or she desires shall be allowed to proceed to final and binding arbitration as set forth in Section 6.4 of the aforementioned article. The liability of the employee for any equipment or uniforms shall be limited to the most recent issue of the equipment or uniforms provided the employee. The conditions contained in this Section 37.6 shall not apply to uniforms purchased with uniform allowances under Section 37.4, and 37.5 of this Article 37.

37.8 Employees at the Nursing Home in the title of Janitor, Custodian, Head Custodian, Maintenance Worker or any other related title shall receive a shoe allowance of up to \$50 per year provided verification of the purchase of ANSI Steel Toe shoes is provided. The allowance is available to those employees on the payroll as of February 1 of each year with appropriate verification of purchase.

37.9 Any employee who receives a payment for the purchase of clothing, including shoes, per 37.4, 37.5 and 37.8 above and who subsequently resigns or otherwise terminates employment with the County within 30 days of receiving payment shall have 50% of the payment received withheld from their final check.

ARTICLE 38 LEAVE CREDIT ACCUMULATION

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

ARTICLE 39 LONGEVITY

39.1 All employees covered hereunder will receive ten cents (\$.10) per hour as a longevity increment for every five (5) years of continuous service, to a maximum of twenty-five (25) years of service. Longevity increments will be given each year beginning with the year the employee becomes eligible for the longevity payment as provided in Section 39.2 of this Article.

39.2 Increments payable on or after the effective date of the Agreement 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, provided he/she meets the other requirements of Article 39.

39.3 Unpaid leaves of absence of greater duration than six (6) months will result in the loss of accrual for that calendar year.

39.4 If a provisional or temporary appointment is immediately followed by permanent employment, that provisional or temporary period will be considered for longevity purposes as though it were time in a permanent capacity.

ARTICLE 40 PROBATIONARY PERIOD

40.1 The Probationary Period of all employees will count towards all leave credits when that employee becomes permanent.

40.2 All new Employees covered hereunder will be given a copy of this Contract by the appointing authority.

40.3 All Employees are to receive a letter from Genesee County within ten (10) days after they become permanent, stating same.

40.4 The Probationary period of an employee shall not exceed those limits set forth in the Genesee County Civil Service Rules and Regulations.

ARTICLE 41 JOB SECURITY

41.1 Where, because of economy, consolidation or abolition of functions, curtailment of activities or otherwise, the County finds it necessary to abolish positions, such abolition

shall be made in accordance with the provisions hereinafter set forth.

41.2 The County agrees to notify the Unit President of the proposed abolition of any and all bargaining unit positions prior to County notification to affected employee(s).

41.3 Employees subject to layoff as a result of the abolition of position(s) shall be given at least thirty (30) calendar days' advance written notice prior to date of termination. This prior notice shall cover non-competitive, labor and competitive class employees.

41.4 An employee who has received a written notice pursuant to the preceding paragraph shall, during the period covered by the notice of layoff, have the right, upon ten (10) days advance written notice to the County Personnel Office, to transfer to a new position created or a position filled during this period in his or her classification. After layoff, such an employee will be offered such an open bargaining unit position in accordance with the procedures of the Civil Service Law.

41.5 The Employer has the right to lay off employee(s) for a temporary period not to exceed six (6) consecutive months, provided a 14 calendar day advance written notice is given to the employee(s) involved.

41.6 Any employee or employee(s) on temporary layoff will be reinstated at the end of such temporary layoff as previously specified with no loss in seniority towards longevity, regular increments and vacation; no gain in seniority towards accrual of sick leave while on layoff. When such layoff occurs during the first year of service, no gain in seniority towards accrual of personal leave while on layoff during such first year of service.

ARTICLE 42 MATERNITY LEAVE

42.1 This Article on Maternity Leave is in keeping with Title VII of the Civil Rights Act of 1964, as amended in 1972. All applications for Maternity Leave must be made to the Genesee County Legislature for approval.

42.1.1 A pregnant employee shall be allowed to perform the duties of her job as long as she is medically able.

42.1.2 A pregnant employee may be encouraged to report the existence of pregnancy, but not required by her agency to do so.

42.1.3 A pregnant employee, upon request, and upon submitting one medical statement as prescribed by the County that such employee is unable to perform the duties of her position due to the pregnancy, said employee will then be granted the opportunity to use any sick leave and vacation leave credits she has accumulated while employed by Genesee County, while on Maternity Leave.

42.1.4 If leave credits are not applied, leave credits will be kept on the books until employee returns. If employee does not return all credits except for vacation will be lost.

42.1.5 The employee may be granted a leave of absence without pay from three months to one year.

42.1.6 All maternity leaves will be submitted to the Genesee County Legislature 60 days prior to the commencement of the requested leave date except in cases of emergency.

42.1.7 An employee on an approved maternity leave of absence will continue to earn seniority towards vacation schedule and longevity.

ARTICLE 43 MILITARY LEAVE

43.1 An employee shall be granted a leave of absence, with pay, if he or she is ordered to military duty for a period not exceeding thirty (30) calendar days in any one year as a member of the organized militia or a reserve component, in accordance with the provision of Section 242 of the New York State Military Law.

43.2 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 or her position with such seniority status, pay and vacation level as he or she would have had if not absent from military service.

ARTICLE 44 VOLUNTEER FIREMEN AND EMERGENCY RESCUE UNIT MEMBERS

44.1 An employee who is a member of a volunteer fire department or volunteer ambulance corps based in Genesee County, 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:

44.1.1 In the event a volunteer firefighter has responded to a fire or emergency call and is on a call at the time he/she is ordinarily required to report for work, he 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.

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

ARTICLE 45 PERSONNEL RULES

45.1 The Employer agrees to negotiate the impact of a decision which affects the wages, hours and terms and conditions of employment as provided under the Taylor Law.

ARTICLE 46 SOCIAL SECURITY

46.1 The Employer agrees to continue its share of the contribution of Social Security payments as outlined in the Social Security Act for the life and length of the Contract.

ARTICLE 47 PERSONNEL FILES

47.1 Upon five (5) calendar days advance written notice to the County Personnel Officer and to the Department Head, an employee shall be entitled to review his/her personnel file(s), in the presence of an appropriate representative of the Employer, to the extent provided by law. No adverse comment by an employer representative, concerning the employee's performance in his/her job, shall be placed in his personnel file without notification to the employee. The employee shall have the right to use the grievance procedure contained in this contract to challenge and determine whether any material placed in his or her personnel file by the Employer was for just cause.

ARTICLE 48 BULLETIN BOARDS

48.1 The Employer agrees to continue to provide space for bulletin boards in all locations in which it is now providing such space (see Section 34.3 of Article 34 as well as space in any new location(s) hereafter established by the Employer for the posting of notices by the Association of the following Association activities: meetings, elections and results of elections, appointments, recreational and social affairs as well as other activities, items or matters which are in the realm of the business of the Association, but not materials involving political endorsement or opposition; and such other activities, items or matters which may be approved by the Chairman of the County Legislature or his/her designee.

ARTICLE 49
OUT-OF-TITLE WORK

49.1 Except in the event of emergency, an employee shall not be temporarily assigned to a higher classification except as directed in writing by an appropriate County representative. An employee assigned to a higher classification shall receive the minimum pay for such classification or that step which will not result in a loss of pay, whichever is greater, following the completion of one of the following requirements:

- (a) After completion of five (5) consecutive work days of out-of-title work, the employee shall be paid at the out-of-title rate retroactive to the first day, OR
- (b) After a total of fifteen (15) non-consecutive work days of out-of-title work in a calendar year for which the employee had not been compensated at the out-of-title rate as set forth above, the employee shall be paid at the out-of-title rate beginning with the sixteenth day. Any accumulation of days worked out-of-title shall not carry over from one calendar year to the next.

ARTICLE 50
EMPLOYEE INCENTIVE PROGRAM

Both parties agree to include members of this bargaining unit employed at the Genesee County Nursing Home in the Employee Incentive Program once instituted at the Nursing Home. The intent of the GCNH Employee Incentive Program is to provide incentives that will encourage 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 51
SUPERSEDURE AND SAVINGS CLAUSE

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

ARTICLE 52
PLEDGE AGAINST DISCRIMINATION

52.1 The provisions of this Agreement shall be applied equally to all Employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation.

52.2 All references 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.

52.3 No provision 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 to a grievance or arbitration proceeding under this Agreement.

ARTICLE 53 CIVIL SERVICE LAW

53.1 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 the State or Local Civil Service Commissioner 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 a 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 the Agreement.

53.2 PURSUANT TO SECTION 204-a OF THE NEW YORK STATE CIVIL SERVICE LAW, IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS 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.

53.3 Notification of any rules, regulations, provisions, ordinances, resolutions or actions of any kind made by the Genesee County Civil Service Commission changing the terms and conditions of employment for employees covered hereunder must be given to CSEA in writing not less than thirty (30) days prior to implementation.

ARTICLE 54 DEFINITIONS

54.1 "Employee" or "Employees" shall mean only those individuals who hold a full-time permanent position covered by the bargaining unit herein.

54.2 "Bargaining Unit" shall mean the certified bargaining unit which is composed by only those employees as defined in Article 1 and individuals who hold such regular part-time positions and who work twenty (20) or more hours per week.

54.3 "Position" shall mean an employment involving a combination of specified duties to be performed and responsibilities to be exercised by one person, whether occupied or not.

ARTICLE 55 INCLEMENT WEATHER

55.1 An employee will not be penalized for tardiness due to impassable weather conditions, providing it is established and verified through the County Highway Superintendent or his/her designated representative that impassable driving conditions exist for that employee in the County, and that it is also established and verified that the employee has notified his/her supervisor at least within one-half hour after his/her starting time that the roads are impassable, and has made a diligent effort to reach his/her assigned work location at the normal starting time.

55.2 Under the conditions of the above paragraph, an employee who reaches work within one hour following the point at which roads sufficient to reach work become passable, shall have the option to make up all time lost beyond two hours from his/her scheduled starting time or to receive a deduction for such time from accumulated personal days, vacation days or sick days (in that order).

55.3 An employee who does not report to work at all where roads sufficient to reach work become passable at least two hours before the end of the scheduled work day shall receive a deduction of one day from accumulated personal days, vacation days or sick days (in that order). If such employee does not have any accumulated leave credits, he or she will lose one day's pay.

55.4 An employee who reports to work shall be paid for the time during which he/she is subsequently not required to work because of the official closing of the County Building or Department in which he/she works. An employee who requests and receives approved leave specifically because of inclement weather shall not be charged for that portion of the time during which he/she is subsequently not required to work because of the official closing of the County Building or Department in which he/she works.

55.5 Where an employee does not report to work at all because of impassable weather conditions in the County, the employee's immediate supervisor will make the determination whether the employee shall either make up the lost time, or use his/her leave accruals: at the option of the employee, a deduction of one day from accumulated personal days, vacation days, or sick days (in that order), or, if the employee makes the determination that he/she will not use his/her accruals, the employee will lose one day's regular pay.

55.6 The County reserves the right to close individual buildings and/or departments without being required to close all of the County facilities because of inclement weather.

55.7 Emergency County Personnel shall be required to report to work.

ARTICLE 56
TERMINATION AND MODIFICATION

56.1 The Agreement shall take effect as of the 1st day of January, 2006 and continue in full force and effect until December 31, 2008.

56.2 Upon mutual agreement of the parties to the contract, negotiations may be reopened during its term for the express purpose of negotiating changes in the Articles or parts thereof of this contract or other terms and conditions of employment that are not formally stated in the contract but affect the employment of the employees covered under the contract. Any amendments upon which the parties agree and which are ratified by the constituent body of each party shall become a part of this Agreement without modifying any other terms and conditions of employment.

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

FOR THE UNION

FOR THE EMPLOYER

CSEA President

County Manager

CSEA Representative

Asst. To County Manager

CSEA Representative

Personnel Officer

EXHIBIT D
PERSONAL LEAVE/SICK LEAVE REQUEST FORM

_____ hereby request ____ hours of personal
(Name of Employee)

leave/sick leave on _____ 20____, from _____(a.m.) (p.m.)
(Check one) (Circle one)

to _____(a.m.) (p.m.)
(Circle one)

The reason for the requested Personal Leave/Sick Leave time is:
(Circle One)

- 1. Personal business
- 2. Religious Observance
- 3. Funeral
- 4. Legal matter
- 5. Physician's appointment
- 6. Medical appointment

You are not required to provide a detailed explanation of the reason(s) for the use of such personal/sick leave time. For example, you need not state the purpose for which you are seeing a physician or the specific reason for a medical appointment. You may be requested, however, to provide the name of the person with whom, or before whom, the personal/sick leave will be used, such as the name of a doctor or lawyer, providing the employee will not be required to set forth specific information which constitutes an invasion of privacy.

NOTE: Sick Leave for medically related appointments may only be used after all of an employee's total Personal Leave has been depleted.

(Date of Request)

(Signature of Employee)

Approved: _____
(Signature of Authorized Representative)

Denied: _____
(Signature of Authorized Representative)

EXHIBIT E

An employee hired after the execution of the 1987-89 contract shall pay the following percentage costs during his/her first two (2) years of service. Thereafter, the employer shall pay 100% of the cost of the employee's health insurance coverage.

Yrs of Service Employer Contribution Employee Contribution

0 to One (1) Yr.	50%	50%
Beginning 2 nd yr.	75%	25%
Beginning 3 rd yr.	100%	0%

An employee hired after December 31, 1994 shall pay the following percentage costs during his/her first three (3) years of service. Thereafter, the employer shall pay 100% of the cost of the employee's health insurance coverage.

Yrs of Service Employer Contribution Employee Contribution

0 to One (1) yr	75%	25%
Beginning 2 nd Yr	75%	25%
Beginning 3 rd .yr	75%	25%

EXHIBIT F

(1) Account Clerk, Account Clerk-Typist, Accounting Supervisor, Administrative Assistant, Adult Services Aide, Assessment Aide, Assistant Social Worker, Audit Clerk, Building Maintenance Worker, Building Maintenance Mechanic, Case Manager I, Case Manager II, Case Manager OFA, Central Services Supervisor, Chauffeur, Cleaner, Clerk, Clerk-Typist, Client Services Outreach Assistant, Community Mental Health Nurse, Community Service/Victim Assistant, Community Victim/Services Counselor,

Computer Operator, Computer Repair Technician, Confidential Secretary to D.A., Confidential Secretary-Public Defender, Custodial Worker, Data Entry Machine Operator, Data Entry Machine Operator II, Dictating Machine Transcriber, Employment & Training Assistant, Employment & Training Coordinator, Employment & Training Counselor, Employment & Training Tutor, Employment & Training Worksite Trainer, Environmental Planner, File Room Attendant, Financial Records Control Clerk, Food Service Helper, Graphic Illustrator, Head Custodial Worker (County), Human Services Planner, Institutional Aide, Insurance Clerk, Intensive Case Manager, Inventory Clerk, Justice for Children's Project Coordinator, Justice for Women Project Coordinator, Laboratory Technician, Laborer, Legal Clerk-Typist, Medical Records Clerk, Medical Records Technician, Mental Health Clinical Therapist, Motor Vehicle Services Representative, Museum Aide, Nutrition Project Meal Site Assistant, Nutrition Service Coordinator, Occupational Therapy Assistant, Park Maintenance Assistant, Physical Therapist Assistant, Physical Therapy Aide, Planner, Planner Trainee, Principal Account Clerk, Principal Clerk, Principal Laboratory Technologist, Principal Stenographer, Program Coordinator, Public Defender Investigator, Purchasing Assistant, Purchasing Clerk, Receptionist, Recording Clerk, Recreational Therapist, Reproduction Services Operator, Secretary, Senior Account Clerk, Senior Account Clerk-Typist, Senior Building Maintenance Mechanic, Senior Chauffeur, Senior Clerk, Senior Custodial Worker, Senior Elections Clerk, Senior Employment & Training Coordinator, Senior Employment & Training Counselor, Senior Laboratory Technician, Senior Motor Vehicle Services Representative, Senior Planner, Senior Recording Clerk, Senior Reproduction Services Operator, Senior Social Work Assistant, Senior Stenographer, Senior Typist, Services Program Assistant, Social Work Assistant, Specialist-Services for the Aging, Stenographer, Stock Clerk, Supervising Mental Health Clinical Therapist, Support Collection Clerk, Tax Map Technician, Telephone Operator, Therapeutic Activities Aide, Therapeutic Activities Worker, Typist, Watchman, Youth Program Coordinator.

(2) Genesee County Probation Assistant, Probation Officers, Probation Officer Trainees, Probation Supervisor and Senior Probation Officer.

(3) Community Health Nurse, Home Health Aide, Licensed Practical Nurse, Public Health Educator, Public Health Sanitarian, Public Health Technician, Public Health Technician Trainee, Registered Professional Nurse, Senior Public Health Technician.

(4) Case Supervisor B, Caseworker, Child Care Worker, Child Care Social Worker, Coordinator of Child Support Enforcement, Medical Audit Supervisor, Parent Aide, Principal Social Welfare Examiner, Senior Caseworker, Senior Social Welfare Examiner, Social Services Investigator, Social Welfare Examiner, Staff Development Coordinator, Support Investigator. Welfare Management/Personal Computer Support Specialist.

(5) Such other job classifications for which the Employer shall by resolution, duly recognize the Union as the Bargaining Agent.

LETTER OF UNDERSTANDING

1. It is hereby understood and agreed that when the County is seeking to recruit a new employee for the titles of Mental Health Clinical Therapist, Physical Therapist, Senior Lab Technician, at a salary higher than the minimum salary, based on experience or demonstrated ability, the County will inform the Union in writing. If the Union does not feel the new employee's experience or demonstrated ability are sufficient to justify the higher salary level, the Union may request upgrading of present

employees in the same title or classification to the new employee's salary level and refusal by the County shall constitute a grievable matter.

2. (a) When the County is seeking to recruit a new employee for any other title at a step higher than Step 1 of the grade to which such title has been allocated, on the basis of its need and the demonstrated ability and experience of the prospective employee, the County shall inform the Union in writing. The written notice to the Union shall include the reasons describing the need of the County, as well as the breakdown of the demonstrated ability and experience of the candidate on which the County is basing its decision to recruit the new employee above Step 1. The demonstrated ability and experience of such candidate must be shown to be within the purview of the duties to be performed by him or her in the title which he or she shall encumber upon commencing employment with the County of Genesee. Additionally, the County shall not hire such an employee above Step 3 of the grade in which the title has been placed.

(b) If the County does not show sufficient need, or if the Union determines that the demonstrated ability 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. Refusal on the part of the County to provide the information sought in this provision and/or the refusal of the County to upgrade present employees in the aforementioned title or classification shall constitute a grievable matter.

FOR THE CSEA, INC. FOR THE COUNTY OF GENESEE Craig Wiese

James E. Woodruff

Dated: September 4, 1981

LETTER OF INTENT
BETWEEN
THE COUNTY OF GENESEE
AND
THE GENESEE COUNTY EMPLOYEES UNIT
LOCAL #819

When a lottery drawing is held for the purpose of determining the relative seniority of employees who are hired on the same date, the parties agree to follow the following

guidelines in ascertaining the aforementioned seniority.

Numbers in ascending order shall be printed on slips of paper, folded and placed in a container. The slips of paper shall be equal to the number of employees involved in the drawing. Each employee shall, then, randomly select one slip of paper from the container. The employee who selects the folded paper with the number one (1) printed on it shall be placed on the seniority list above all other employees hired on the same date. The employee obtaining the number two (2) will be placed immediately below the employee who selected the number one with all other employees who are a part of the drawing being placed on the seniority list containing all the employees of the County in the bargaining unit below the first two (2) employees on the basis of the normal consecutive ascending number order following the number two (2) until all employees hired on the same date are placed on the seniority list in accordance with their date of hire and the number order described herein.

IN WITNESS WHEREOF, the official representative of each party hereby sets his hand this 27th day of April, 1984.

Sharon L. Bork
Genesee County Employees Unit
Local #819
Civil Service Employees Association, Inc.

Charles W. Meyer
County of Genesee

MEMORANDUM OF AGREEMENT
BETWEEN
GENESEE COUNTY
AND
CSEA LOCAL 819 EMPLOYEES UNIT

Genesee County and the Genesee County Unit of the CSEA Local 819 hereby agree to temporarily change the hours of work, as set forth in Article 14 of the existing collective agreement, for the employees working within selected units of the Genesee County Department of Social Services.

The purpose of this change is to allow a six (6) month trial period, commencing March 1, 1992, for two experimental work schedules. They are as follows:

Four (4) Day Work Week:

The temporary hours of work will result in a four (4) day work week consisting three (3) nine and one half (9.5) hour days and one (1) nine (9) hour day for a weekly total of thirty-seven and one half (37.5) hours of work.

Lunch will be one half (1/2) hour in length, and will normally be taken between 12 noon and 1 pm.

Participating employees will rotate one day off every week. Scheduled days off will be Monday, Tuesday, Thursday, and Friday.

When scheduled training falls on his/her scheduled day off, that employee will revert to a regular seven and one half (7.5) five (5) day work week.

All employees will be scheduled to work on Wednesday to facilitate staff meetings, training, and supervision.

All participating employees will revert to a regular seven and one half (7.5) five (5) day work week when a paid holiday occurs.

Computation of usage of sick, personal, vacation leave credits, and compensatory time will be based upon the number of scheduled work hours on the day of absence.

Compensatory Time - Scheduled Day-Off

Participating employees will earn a maximum of one half (.5) hour of compensatory time each day. The weekly total shall not exceed two and one half (2.5) hours. Allowable times for the daily accrual of one half (.5) hour are from 8:00 am to 8:30 am, 12 noon to 12:30 pm, 12:30 pm to 1:00 pm, or 5:00 pm to 5:30 pm. A set schedule for the accrual of compensatory time must be agreed to by each participating employee and the unit supervisor.

An employee may accrue compensatory time only when scheduled to work, unless prior approved by the immediate Supervisor.

When a total of seven and one half (7.5) hours is accrued, the employee will be eligible to take his/her scheduled day off with no loss of pay.

The scheduled day off must occur within five working days after the accrual of the seven and one half (7.5) hours of compensatory time.

If a participating employee is unable to take his/her scheduled day off, accrual will

cease until the employee has taken the scheduled day off.

It is further understood that:

Each participating employee will submit a description of his/her schedule to the Commissioner after both the employee and the immediate supervisor have initialed their approval of same.

Final approval of any alternate work schedule is reserved for the Commissioner.

This program is entirely voluntary on the part of the employee. However, it is anticipated that a good faith effort to adhere to the alternate work schedules will be made by the participating employees.

The Commissioner reserves the right to suspend or terminate this experimental program upon written notice to CSEA Local 819.

FOR THE COUNTY DATED 2/20/92 FOR CSEA LOCAL 819

Charles W. Meyer

William Moon

Martha A. Standish

James Duval

Dane Sprague

MEMORANDUM OF AGREEMENT

Genesee County and the Genesee County Employees Unit of Local #819 CSEA, hereby agree to temporarily change the hours of work, as set forth in Article 14 of the existing collective bargaining agreement, for nurses within the nursing unit of the Genesee County Health Department as follows:

1. The temporary change in hours of work will become effective February 1st., 1988, and will terminate on July 31, 1988, unless both parties mutually agree to extend them.

2. The temporary hours of work will result in a four (4) day work week of nine and one-half (9.5) hours per day for a total of thirty-eight (38) hours of work per week. The work day shall begin at 7:00 am and end at 5:00 pm, with one-half hour off for lunch. The four days shall be scheduled between Monday and Friday of the same week and the employee shall have an alternating "day off" during that same period. A sample schedule would be as follows:

Week #1 Off-Monday	Work-Tue, Wed, Thur, Fri.
Week #2 Off-Tuesday	Work-Mon, Wed, Thur, Fri.
Week #3 Off-Wednesday	Work-Mon, Tue, Thur, Fri.
Week #4 Off-Thursday	Work-Mon, Tue, Wed, Fri.
Week #5 Off-Friday	Work-Mon, Tue, Wed, Thur.

3. It is further understood that if staffing levels fall below the numbers necessary to maintain adequate patient coverage, due to vacancies in nursing positions, working hours would return to the 8:30 to 5:00 pm schedule until such time as adequate staffing levels are achieved. Under such circumstances the CSEA Unit President shall be notified in writing.

4. It is understood that the scheduled "days off", will not be changed except for a compelling reason(s) such as a temporary staff shortage, due to unplanned staff absence. In such cases, the Public Health Director may schedule one or more nurses to meet the daily staffing requirements.

5. During those weeks which contain a scheduled Holiday, the affected employees shall return to the standard work week (as set forth in Article 14).

6. The temporary change in hours will not affect coverage on weekends, evenings, and/or holidays. The employees will continue to provide coverage in such instances, in the same manner as is the current practice.

7. When used, leave credits will be charged for the actual number of hours taken. During a four day work week, an employee taking a full Sick, Personal, Vacation, or Compensatory Time day off shall be charged for nine and one-half (9.5) hours.

Conversely, a full day taken during a five day work week shall result in seven and one-half (7.5) hours being charged. The rules covering use of leave credits for partial days off, and in relation to one another shall not change. Time off relative to Funeral Leave will be in full day increments irregardless of whether it is taken during a four or five day work week. Time off for Jury Duty will be based upon the number of hours an employee was scheduled to actually work that particular day.

GENESEE COUNTY

1/28/88

CSEA

Charles W. Meyer
(County Manager)

Sharon Bork
(President)

Donald Nadolinski
(Personnel Officer)

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Mandatory Deposit	16.7	18
Overtime	14.4	15
Room in Pay	16.8	18
Shift Differential	15.2	16
Temporary Assignment	49	46
Working Hours	14	12
Break Time	14.2.2	13
Lunch Time	14.2.1	13
Alternate Work Sch.	14.3.1	13
Flexible Work Sch,	14.3.2	14