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AFSCME LOCAL 392

LABOR AGREEMENT WITH

BC/7020

THE GENESEE

COUNTY LEGISLATURE

AND

AFSCME

NEW YORK STATE

COUNCIL 66

AFSCME LOCAL 392

January 1, 2007- December 31, 2010

Number of members: 50

RECEIVED 12/24/07

AFSCME LOCAL 392

JANUARY 1, 2007 - DECEMBER 31, 2010

This is an Agreement entered into by and between the Genesee County Legislature on behalf of the County Highway Department and the Genesee County Buildings and Grounds Department and hereinafter referred to as the Employer, and the New York State American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, effective January 1, 2007

PURPOSE AND INTENT

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

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

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

ARTICLE 1 RECOGNITION - EMPLOYEES COVERED

1.1 The Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of Collective Bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all full-time permanent employees of the Employer in the Genesee County Highway Department and the Buildings and Grounds Department with the exception of the following titles: Highway Superintendent, Deputy Highway Superintendent, Engineer, Junior Civil Engineer, General Highway Supervisor, Supervisor of Buildings and Grounds, Airport Supervisor, Park Supervisor-Forester, Park Attendant, Park Maintenance Assistant, and Building Maintenance Supervisor, Fleet Maintenance Supervisor and those employed in classification and titles of clerical or administrative nature.

ARTICLE 2 AID TO OTHER UNIONS

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

3.1 The Union and the Employees agree that it and they shall engage in no strike, nor cause, instigate or condone 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 and the Grievance Procedure, to **(1)** hire, discharge, transfer, suspend and discipline employees; **(2)** to determine the number of men required to be employed, laid off or discharged; **(3)** to determine the qualification of employees; **(4)** to determine the starting and quitting time and the number of hours to be worked by its employees; **(5)** make any and all rules and regulations; **(6)** determine the work assignments of its employees; **(7)** determine the basis for selection, retention and promotion of employees to or for occupations not within the Bargaining Unit established by this Agreement; **(8)** determine the type of equipment and the sequence of work processes; **(9)** determine to make technological alterations by revising either processes or equipment or both; **(10)** determine work standards and the quality and quantity of work to be produced; **(11)** select and locate plants or other facilities; **(12)** establish, expand, transfer and/or consolidate work processes and facilities; **(13)** transfer or sub-contract work; **(14)** consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work; **(15)** terminate or eliminate all or any part of its work or facilities.

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

ARTICLE 5 UNION DUES AND INITIATION FEES

5.1 Payment of Check-Off

5.1.1 Employees may tender the original initiation fee and monthly membership dues by signing the Authorization for Check-Off or Dues Form.

5.2 Indemnity

5.2.1 The Union shall indemnify and save the Employer harmless from any and all manner of claims, demands, suits, actions 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 related to previously signed cards which vary from the terms of the following forms.

5.3 Check-Off Procedures

5.3.1 Forms

5.3.1.1 In accordance with the terms of the form of Authorization of Check-Off of Dues hereinafter set forth, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each Employee who executed and delivers to the Employer the following Authorization for Check-Off of Dues Form:

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
AUTHORIZATION FOR PAYROLL DEDUCTION**

By: _____
(Please Print) Last Name First Name Middle Name

To: _____
Name of Employer Department

Effective _____, I hereby request and authorize you to deduct from my Date earnings each _____ the amount certified by AFSCME Local Payroll Period

Union _____ Council 66 as current union dues and to make any adjustment of payment of union dues certified by the union thereafter. The amount deducted shall be paid to the Treasurer of the Local Union. This authorization shall remain in effect for a period of one year from the date hereof and shall be automatically renewed and be in effect for successive similar periods of one year, unless written order or revocation is given by me to you and to the union within the 10 day period prior to the expiration of the anniversary of the signing of this card, or within the 30 day period immediately preceding the expiration of a Labor-Management Agreement, whichever is sooner, or upon my termination.

Street Address, City, State and Zip

Employee's Signature

5.3.2 Deduction

5.3.2.1 Check-off deductions under all properly executed authorization for check off of dues forms shall become effective at the time the application is

signed by the employee and shall be deducted the first payroll, thereafter, providing such form is received by Monday prior to that pay date and such deduction will continue each pay date thereafter.

5.3.2.2 Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union with a list for whom dues have been deducted each pay period.

5.3.3 Termination of Check-Off

5.3.3.1 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 **a)** is no longer a member of the Bargaining Unit, or **b)** serves notice terminating his/her Check-Off Authorization. The Local Union will be notified by the Employer of the names of such Employees following the end of each month in which the termination took place.

5.4.1 Representation Fees

5.4.1.1 Effective in the month that the ratification process is completed, it is understood that each employee who is a member of the Bargaining Unit herein above defined but is not a member of the Union shall be liable to either: **a)** Contribute through payroll deduction, a charitable donation to the United Way each pay period of an amount equal to the Certified Union dues for that pay period or, **b)** Contribute to said Union as representative costs, an amount equivalent to Union dues as are from time to time authorized, levied and collected from the general membership of the Union in accordance with the provisions of this Article.

5.4.2 For those members of the Bargaining Unit who either by their own choice or their failure to exercise the other options delineated in this Article, fall under the provisions of Article 5.4.1 subsection **b)**, the County agrees to deduct an amount equal to the normal monthly dues paid by Union members from the earnings of each said employee as their representative costs and remit such amount to the Union in the same manner as provided in this Article in regards to Deductions.

5.4.3 The provisions of Article 5.4.1 and 5.4.2 shall become effective if the membership rate of the Union meets or exceeds 90% on October 1, 1991 (or anytime thereafter).

5.4.4 The provisions of Article 5.4.1 and 5.4.2 shall not apply to any Bargaining Unit member with less than one year of service from his/her original date of hire.

ARTICLE 6 STEWARDS AND ALTERNATE STEWARDS

6.1 It is mutually agreed that principle of proportional representation which reflects stewards for the department shall be made effective by the President submitting a list of stewards, alternates and officers to the Employer.

6.2 The department shall be represented by three (3) stewards who shall be regular Employees. In the absence of the Steward an alternate may be appointed by the Local President.

6.3 The Stewards and the President of the Local Union, during their working hours, without loss of time or pay, may reasonably investigate and present grievances, to the Employer as long as such doesn't interfere with the Employer's operation.

ARTICLE 7 SPECIAL CONFERENCES

7.1 Upon the request of either party, special meetings for important matters may be arranged upon the mutual agreement of the Union President, Highway Superintendent, and/or the Supervisor of Buildings and Grounds. There shall be at least two representatives of the Union at any such meeting.

ARTICLE 8 GRIEVANCE AND ARBITRATION

8.1 Should the Union or any employee have any grievance, dispute or disagreement arising out of the interpretation, application or breach of any of the terms of this Agreement, such grievance, dispute or disagreement shall be settled as provided in this article.

8.2 Time Limits: Any dispute or grievance must be presented to the Employer in writing within the following time limitations;

8.2.1 Within 7 calendar days of the occurrence or the event giving rise to any grievance that does or could involve any award of back pay for a terminated, laid-off or otherwise separated employee;

8.2.2 Within 30 days of the occurrence or the event giving rise to any other grievance.

8.2.3 The time limits in the grievance procedure may be extended by mutual agreement in writing.

8.3 Grievance Steps

8.3.1 Step 1. The aggrieved party shall, within the aforesaid time limits present his grievance in writing to his/her immediate Supervisor in the presence of his Steward if he/she so desires. In the case of a Union grievance, the same shall be presented in writing to the Superintendent of the County Highway Department or

Supervisor of Buildings and Grounds. The Supervisor, Superintendent of Highways or Supervisor of Buildings and Grounds, shall give a determination within 3 working days.

8.3.2 Step 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 Highway Superintendent, the Supervisor of Buildings and Grounds or their designees. The specific nature of the grievance and the facts relating thereto shall be reduced to writing jointly or independently by the employee and the appropriate supervisor. The Department Head or designee shall, on request of the employee, hold an informal hearing within five (5) working days, at which time, the employee and his representative may appear and present oral statements. The final determination of such grievance shall be made by the Department Head or designee within seven (7) working days of the submission of the grievance at this stage or from the date of the informal hearing if one is held. Nothing herein shall be construed to require the grievance to be moved to the next step.

8.3.3 Step 3. If the determination made at Step two is not satisfactory to the employee and/or the Union, the Union shall make a written request for review within ten (10) days from the date of the Step two determination, and file a copy of request with the Clerk of the Genesee County Legislature and the Department Head involved with the grievance at Step two. Within fifteen (15) days thereafter, a duly constituted Legislative Committee shall grant a hearing upon three (3) days' notice to the employee at which time the employee's representative and the Employer shall present information in an attempt to resolve the problem. Within five (5) work days after the conclusion of the hearing, the Chairperson of the Legislative Committee shall render a written decision on the grievance. Such decision shall be forwarded to the Department Head, the Union and the employee.

8.3.4 Step 4. In the event the grievance is not resolved at Step 3, either party may, within ten (10) days following the date of the written decision by the Legislative Committee, submit the grievance to arbitration and give written notice to the other party.

8.3.4.1 The party requesting arbitration shall request the New York State Public Employment Board to submit to the parties a list of 5 names of persons available for arbitration from which the Union first and the employer second, shall alternately cross off one name after another until only one name remains and such person shall be the Arbitrator.

8.3.4.2 The Arbitrator may interpret this Agreement and apply it to the particular case under consideration but shall, however, have no power or authority whatsoever to determine arbitrarily to add to, subtract from, modify, change, or amend any provision of the Agreement, or arbitrate proposals for the

amendment or renewal of the Agreement. No such award shall be effective retroactively beyond the date on which the grievance occurred (meaning the date of the event or occurrence giving rise to the grievance and not the date of presentation of the grievance), and then only provided it was presented in a timely manner pursuant to the grievance procedure as above provided.

8.3.4.3 The expense of the arbitrator shall be borne equally by the Employer and the Union.

8.3.4.4 The decision of the Arbitrator shall be binding.

8.3.5 Any step of the grievance procedure may be by-passed by mutual agreement, in writing.

8.3.6 In the case of a group-type grievance, the grievance may be submitted directly to the Department Head's Office by the Union Representative.

8.3.7 The Union may withdraw a grievance at any step of the grievance procedure. The Union's decision on this matter will be binding on the employees involved.

ARTICLE 9 DISCHARGE AND DISCIPLINARY ACTION

9.1 The procedures for taking disciplinary action against employees covered by this Agreement shall be set forth herein, and shall apply in lieu of the procedures prescribed in Sections 75 and 76 of New York State Civil Service Law. The employer may not take disciplinary action against an employee without just cause.

9.2 The employer agrees to follow a progressive discipline procedure which shall include oral reprimand, written reprimand, suspension, discharge. However, this procedure shall not preclude the employer from skipping one of the above steps and advancing to a more severe level of discipline should it become necessary. The employer shall impose only one penalty for each incident that results in the issuance of a Notice of Discipline.

9.3 Disciplinary action may be imposed upon an employee for acts of incompetence and/or misconduct. When any disciplinary action is imposed upon, or is pending against an employee, the employer shall issue a written Notice of Discipline to the employee, the Union President, and the Union Steward of the specific reasons for such disciplinary action being imposed, and the proposed penalty. The written notification shall contain a detailed description of the charges, which shall include dates, times and places. The written notification shall indicate that one (1) copy has been sent to the appropriate Union Steward, and one (1) copy to the Union President. Notification to the Union shall be done within twenty-four (24) hours of notice given to the employee. An employee shall not be disciplined for acts that occurred more than twelve (12) months prior to the Notice of Discipline except where the in competency and the misconduct complained of and described in the Notice of Discipline would constitute a crime pursuant to the Laws of New York

State.

9.4 Prior to the exhaustion or institution of the grievance procedure applicable to the disciplinary action, an employee may be suspended without pay only if the Employer has reason to believe that the employee's presence on the job represents a potential danger to persons or property, or would severely interfere with operations. However, such determination shall be reviewable by the Arbitrator, should the matter become the subject of an arbitration proceeding in accordance with this Agreement. In any case, the disciplined employee, upon request, will be allowed to discuss his/her discharge or discipline with his/her steward or other authorized representative of the Union, and the Employer will make available an area where he/she may do so before he/she may be required to leave the premise.

9.5 Disputes as to Discipline and Discharge

9.5.1 When the Employer feels there is just cause for a disciplinary or discharge action to be taken against an employee, the action may be processed by the Union as a grievance matter at the 2nd step of the grievance procedure within ten (10) work days of receipt of such notification and the matter shall be handled in accordance with this procedure through the arbitration step, if deemed necessary by the Union.

9.6 Reinstatement

9.6.1 If, in any case where an employee has been suspended pending the outcome of an arbitration proceeding, an Arbitrator finds that such suspension or discharge was unwarranted or that the penalty was too severe, then the employee shall be reinstated and compensated for all lost time, and all other rights and conditions of employment as may be determined by the Arbitrator.

ARTICLE 10 SENIORITY

10.1 Probationary Employees: A newly-hired, regular employee shall be considered as probationary for a minimum period of eight (8) weeks and a maximum of twenty-six (26) weeks from the start of his/her employment, during which time such employee may be disciplined or discharged by the Employer with or without cause, and such discipline and discharge shall not be subject to the Grievance and Arbitration procedure set forth in the contract. Upon completion of said probationary period, such regular employee shall attain permanent status, and shall accumulate seniority retroactively from date of hire.

10.2 Loss of Seniority

10.2.1 An Employee shall lose his/her seniority if:

10.2.1.1 He/she quits or retires, unless he/she returns within one (1) year.

10.2.1.2 He/she is discharged and the discharge is not reversed or is sustained through the Grievance and Arbitration procedure.

10.2.1.3 He/she is absent for 10 consecutive working days without notifying the Employer, unless a reasonable excuse or cause is given for failure to notify the Employer. After such absence, the Employer will send written notification to the employee at his last-known address that he/she has lost his/her seniority and his/her employment has been terminated.

10.2.1.4 He/she does not return to work within ten (10) days of receipt of written recall from layoff. If said notice is undeliverable, a second written notice shall be sent to the employee. If he/she does not return to work within ten (10) days of the mailing of the second notice, he/she shall be deemed to have quit.

10.2.1.5 He/she does not return to work on the 5th working day following the end of sick leave (paid or not paid), or a leave of absence, unless mutually extended.

10.2.1.6 He/she fails to return to work within 90 days after termination of military service.

10.2.1.7 He/she is laid-off for a period beyond one (1) year's duration or beyond his/her length of seniority, whichever is the shorter period.

10.3 Seniority List: Every 6 months the Employer shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the local Union when it is posted. The seniority list will show the names, job titles and date of hire of all employees in the unit entitled to seniority.

10.4 Lay-Off and Recall

10.4.1 In the event the Employer plans to lay-off employees for any reason the Employer shall meet with the Union to review the lay-off thirty (30) days prior to the date. When such action takes place, it shall be accomplished by laying off temporary and probationary employees first.

10.4.2 Should it be necessary to reduce the work force further, then regular employees shall be laid off in the inverse order to seniority, as provided in this paragraph. Employees to be laid off will have at least fourteen (14) calendar days notice of layoff. When an employee is laid off, he/she shall be permitted to exercise his/her seniority right to bump an employee with less seniority as follows:

10.4.2.1 For those employees hired prior to January 1, 1977, the senior employee shall be able to displace a junior employee in any non-competitive title or comparable title previously held by that senior employee on a permanent basis prior to January 1, 1977, and remain in the same pay grade or higher, whichever is applicable.

10.4.2.2 For those employees hired after January 1, 1977, a senior employee shall be able to displace a junior employee in any non-competitive title or comparable title previously held by that senior employee on a permanent basis.

10.4.3 Recall

10.4.3.1 When the work force is increased after a layoff, employees will be recalled upon one week's written notice in order of seniority, if his/her seniority status has not been lost, provided, however, that if the more senior employee is not qualified and capable of performing the required work, he/she shall not be recalled, regardless of seniority. Notice of recall shall be sent to the employee at his/her last known address by registered mail. If any employee fails to report for work within ten (10) days from the date of receipt of notice of recall, he/she shall be considered a quit. Recall rights for an employee shall expire after one year. Written notice of expiration of recall rights shall be sent to the employee at his/her last known address by registered or certified mail.

10.4.3.2 No new employee shall be hired until all qualified and capable employees on layoff status desiring to return to work have been recalled.

10.4.3.3 It shall be the responsibility of an employee to keep his/her Department Head informed of his/her current name and address for recall purposes. The County shall have no obligation to notify employees at home under this Article if an employee fails to keep his/her Department Head so informed.

10.5 Seniority Outside the Union

10.5.1 In the event that an employee covered by this Agreement is transferred to any job outside the coverage of this Agreement (whether by promotion, demotion or lateral transfer) that employee shall continue to accumulate seniority under this Agreement during this entire transfer period only to the extent that he/she shall have accumulated such seniority if and when he/she returns to work covered by this Agreement, but any discipline or discharge of such employees while outside the coverage of this Agreement shall be within the exclusive discretion of the Employer and shall not in any way be subject to review by the Union or through the Grievance and Arbitration procedures of this Agreement. If the employee is terminated from his/her outside-the-unit job, he/she shall be given preference for employment should a vacancy exist within the unit, and if he/she meets the minimum qualifications for the position.

10.6 Promotions and Transfers

10.6.1 In the event of a vacancy in any position, the Employer may temporarily fill such vacancy and shall post notice of such vacancy in a conspicuous place for five (5) calendar days from the date of the notice, notifying employees of their rights to bid for such job. Such notice shall be posted on the Highway Department and Buildings and Grounds Department bulletin boards stating the job classification, rate of pay, and the nature of the job requirements in order to qualify. During this time period, employees who wish to apply for the open position, including employees on layoff, may do so by completing an application and submitting same to the Department Head or his/her designee. If there is a question related to the qualifications of an applicant, the application will be reviewed by the Civil Service Department before the final decision is made by the Department Head. A notice listing the person selected for the position shall be posted by the Employer on the above mentioned bulletin boards within two (2) working days of the selection, and continue to be posted for a period of at least ten (10) working days. Bidding in the Highway Department is on the basis of job classification not equipment.

10.6.2 Permanent promotions, transfers or assignments of employees within the unit shall be made by the Employer on the basis of relative qualifications of the employees. If all qualification factors of two or more employees are equal, the Senior employee shall be promoted or transferred. Any employee permanently transferred, promoted or assigned shall be paid at the rate of his/her new classification at the same seniority increment level that he/she held in his old classification. The probationary period of such an employee shall be in accordance with Civil Service Rules and Regulations.

10.6.3 An employee may be temporarily assigned to a job or classification other than his/her own for a period of one month or such longer period allowed by law for a temporary assignment. Any such employee so assigned shall be paid his/her own rate, if assigned to a lower classification, or the higher rate if assigned to a job in a higher classification. Effective upon ratification of the 1999-2002 Agreement by both parties (April 29, 1999), employees working in the Highway Department shall be paid the higher rate, after one working day (8 hours) per occurrence in a higher classification. Similarly, employees in Buildings and Grounds shall be paid the higher rate, after five working days (40 hours) per calendar year in a higher classification.

10.7 Veterans and Exempt Volunteer Firemen

10.7.1 It is hereby specifically understood and agreed that the provisions of this Seniority Article are subject to and shall be applied in accordance with the provisions of the NYS Civil Service Law and particularly Article VI thereof relating to special rights of Veterans and Exempt Volunteer Firemen.

10.8 Demotions

10.8.1 The term demotion, as used in this provision, means the reassignment, not requested by the employee, of an employee from a position in one job classification to another job classification with a lower rate of pay. In any action involving demotion, the employee involved shall have the right to elect to accept the demotion or to take a layoff. An employee who was promoted under Section 6 of Article 10, and is relegated back to his/her previous position because he/she was not able to perform the work satisfactorily in the new position or who voluntarily relinquished such job or accepts demotion to avoid layoff, shall not be considered as demoted.

10.9 Appointments to Lower Classifications

An employee who voluntarily applies for and is appointed to, a position in a lower-grade classification, shall be placed on that step in the lower grade which corresponds with the total years of continuous service of the employee with the County.

ARTICLE 11 SUB-CONTRACTING

11.1 For those employees hired prior to the ratification of the 1999-2002 Collective Bargaining Agreement by the Union (April 2, 1999), the employer agrees to negotiate with the Union prior to a decision to sub-contract any work regularly performed by employees covered by this Agreement or its decision to consolidate, merge, transfer, terminate or eliminate any of its work, property or facilities, if, and only if, any such decision would by itself, directly result in the loss of jobs by employees covered by this Agreement or a reduction of their work week to less than 40 hours. Even where there is no loss of jobs by employees covered by this Agreement or a reduction of their work week to less than 40 hours, the County agrees not to subcontract any work except when it is not feasible to economic for the employees to perform the work. In such case, the County agrees to discuss the impact of a decision to sub-contract with the Union prior to the sub-contracting.

11.2 For those employees hired after the ratification of the 1999-2002 Collective Bargaining Agreement by the Union (April 2, 1999), if the County decides to sub-contract, consolidate, merge, transfer, terminate, or eliminate any of its work, property, or facilities, and the decision would directly result in the loss of jobs or a reduction in the forty (40) hour work week, the County agrees to discuss the impact of such a decision with the Union prior to implementing it. Even where there is no loss of jobs by employees covered by this Agreement or a deduction of their work week to less than forty (40) hours, the County agrees not to sub-contract any work except when it is not feasible or economic for the employees to perform the work. In such case, the County agrees to discuss the impact of the decision to sub-contract with the Union prior to the sub-contracting.

ARTICLE 12 REINSTATEMENT OF VETERANS LAW

12.1 The re-employment rights of employees and probationary employees will be governed by applicable laws and regulations.

12.2 A probationary employee who enters the Armed Forces must complete his/her probationary period and upon completing it, will have seniority equal to the time he/she spent in the Armed Forces.

ARTICLE 13 EDUCATION AND MILITARY LEAVE OF ABSENCE

13.1 Employees shall be granted a leave of absence for a period of up to one (1) year in order to attend school full-time, provided that the attendance of such courses is of mutual benefit to the Employee and the Employer.

13.2 Employees who are in any branch of the Armed Forces Reserve and/or the National Guard will be compensated in accordance with the Military Law of New York State.

ARTICLE 14 LEAVE OF ABSENCE

14.1 All applications for a leave of absence by a permanent employee shall be made to the County Manager who shall fix and prescribe the terms and conditions thereof. All applications for a Leave of Absence must bear the recommendation of the Department Head prior to presentation to the County Manager. Leaves of absence for reasonable periods as defined below will be granted without loss of seniority for:

- A)** Serving in any elected position in the Union: One year.
- B)** Maternity Leave: Shall be granted in accordance with applicable law.
- C)** Illness leave (Physical or Mental): Up to one (1) year, subject to certification by a Medical Doctor on a form supplied by the County.
- D)** Prolonged illness in immediate family of spouse, children, step-children or wards: Up to one (1) year, subject to certification by a Medical Doctor on a form supplied by the County.

14.2 Leaves described in Section 14.1 above may be extended for like cause with departmental and County Manager approval.

14.3 Leave of absence without loss of seniority may be extended for similar causes to the above, but the decision to apply such special treatment shall be in the sole discretion of the Department Head and County Manager. If the above request for 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 15 LEAVE FOR UNION BUSINESS

15.1 A maximum of two (2) members of the Union elected to attend a function of the International Union, such as conventions or educational conferences shall be allowed a maximum of one work week per year in time off with compensation at 50% of the

individuals regular weekly wage.

ARTICLE 16 WORKING HOURS

16.1 The regular working day shall consist of eight (8) hours work, Monday through Friday including one-half (1/2) hour paid lunch, which normally will fall between 11:30 and 12:30 hours and the regular work week shall consist of forty (40) hours work.

16.1.1 The work day will be measured from 00:00 hours until 24:00 hours and may be divided into as many regular hour shifts as the Employer may determine. All shifts shall be standard work day shifts except that any shift in which the majority of the hours fall outside the hours of the standard work day and which is scheduled for at least one week, shall be a second shift. It is understood that the standard work day for most employees runs from 07:00 hours to 15:00 hours on Monday through Friday. The Employer intends no change from that but may make such change only after previous discussion with the Union.

16.1.1.1 Effective 1/1/04, an additional shift premium of 35 cents per hour shall be paid to employees scheduled to work for one week or more to work the second shift.

16.1.1.2 Upon ratification of the 1999-2002 Collective Bargaining Agreement by both parties (April 29, 1999), an employee assigned as a crew chief by the Highway Superintendent and/or designee, and functioning in that capacity shall receive fifty-two cents (\$.52)/hour for any hours worked during the assignment. An employee will be considered eligible for an assignment as Crew Chief if and when the employee has four (4) years of permanent status in a title in Grade 11 or higher on the AFSCME wage schedule.

16.1.2 The work week which presently consists of five 8 hour days (Monday through Friday) shall be measured from 00:00 hours Monday through 24:00 hours or shifts of forty (40) hours each as the Employer may determine, except that the Employer shall guarantee to each full-time permanent employee forty hours during the days of Monday through Friday if work is available. This shall not be construed as a guarantee of pay. Holidays, vacations, personal days and other compensated time off shall be deemed to be available work days or hours. If any employee fails to work for any other reason, he/she shall be deemed to have had work available to him/her for the hours he/she would have worked, but he/she shall not be paid for such time and such time shall not be considered in computing overtime for the applicable work week.

16.1.3 In lieu of the standard five, 8-hour day work week, the Employer may institute a four, 10-hour day work week during the summer construction, beginning the Monday after Memorial Day and ending the Friday before Labor Day. The four-day work week will consist of four, 10 hour days (Monday through Thursday) with the work day falling between the hours 0600 and 1600 hours, including a one-half (1/2) hour paid lunch. Employees will utilize 2 hours of vacation or compensatory time on observed Holidays in addition to the 8 hours of paid holiday time during the

summer construction season resulting in a total of ten (10) paid hours for the day.

16.2 During the course of the working day, each employee will be allowed up to fifteen (15) minutes of "break" time, at the job site, while the job operation continues.

16.3 Overtime shall be defined as any hours worked in excess of 8 on Monday through Friday or 40 in each work week but shall not be compounded. Vacation days, holidays, sick leave days, personal leave days and funeral leave days shall be counted as 8 hours on Monday through Friday, worked by employees, for the purpose of computing overtime in excess of 40 hours per week. Overtime shall be compensated at the rate of time and one-half the employee's hourly rate. Overtime shall be divided as equally as possible among employees during each calendar year quarter and a summary of such overtime will be posted quarterly on the bulletin board.

16.4 It is hereby agreed that when employees are working on snow and ice control and removal or any other emergency, all hours worked outside the hours falling between 07:00 hours and 15:00 hours on Monday through Friday shall be overtime hours to be compensated by 1-1/2 the employee's rate, provided, however, that a minimum of 8 consecutive hours on Monday through Friday be worked by an employee before this provision shall be effective and provided further that all such hours shall not be cumulatively paid (i.e., any employee shall not be paid 1-1/2 times his/her rate for such hours outside 07:00 hours to 15:00 hours and again for such hours because they result in an excess of 8 hours for that work day or 40 hours for that work week).

16.5 Whenever overtime is required the person with the least number of overtime hours in that classification within his/her Department will be called first and so on down the list in an attempt to equalize the overtime hours. Employees in other classifications may be called if there is a shortage of employees in the classification needed. In such cases, they would be called on the basis of least hours of overtime in their classification provided they are capable of doing the work. For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged to the employee at the average number of overtime hours of the employees working during the call-out period.

16.6 Employees shall report directly to the job site when requested by their supervisor.

16.7 Effective January 1, 1993, any employee who **(1)** reports for work at his/her regularly scheduled reporting time (unless he/she is notified at least one (1) hour prior thereto that he/she is not to report) or **(2)** is called back to work after he/she has been dismissed at the completion of his/her regular shift, shall be guaranteed four (4) hours of work.

16.8 Effective 1/1/04, employees on modified or restricted duty per Doctor's

certification are not eligible to work overtime. For the purposes of this clause, time not worked as a result of modified or restricted duty will be charged to the employee at the average number of overtime hours of the employees working during the call-out period. Physician certification is required pursuant to Article 24.2 of this contract.

ARTICLE 17 LONGEVITY

17.1 Effective January 1, 1990 the longevity increment shall increase to ten cents (\$.10) per increment, per hour for every five (5) years of continuous service to a maximum of twenty-five (25) years of service, except that those employees who as of January 2, 1981, have more than five (5) increments (twenty-five (25) years) shall retain that number of increments for the future.

17.2 Longevity 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 this Article.

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

17.4 When an employee terminates his/her employment under conditions described in Rule 20 of the Genesee County Civil Service Rules and Regulations, any accrual of longevity credits ceases at that point.

17.5 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 18 EARLY DISMISSAL

18.1 Any employee called into work three (3) or more hours prior to the start of his/her regular shift may, at the discretion of the Highway Superintendent or the Supervisor of Buildings and Grounds, have their work day completed after eight (8) hours. In such instances the employee shall be compensated at the rate of one and one-half times his/her regular rate of pay for the entire eight (8) hour shift.* If the Highway Superintendent or the Supervisor of Buildings and Grounds does not decide to end the shift after eight(8) hours, employees will be compensated in accordance with Article 16.

*In lieu of being paid at one and one-half times the regular rate, employees may request compensatory time of four (4) hours.

ARTICLE 19 CLASSIFICATION AND WAGES

19.1 Within 30 days of the effective date of this Contract the Personnel Office will provide the Union with the most current copy of the job specification for each title in the Bargaining Unit. Any revisions to said job specification will be provided to the Union within 30 days of said revision. Whenever a non-competitive job classification is added or changed or abolished to the Bargaining Unit a copy of such action will be sent to the President of the Union one week prior to implementation.

19.2 Exhibits A, B, C and D attached are the schedules of the basic hourly rates for each title covered by this Agreement for the years 2007, 2008, 2009 and 2010. Effective January 1, 1999, all employees covered under this contract will be on a three step schedule that will be labeled Hire Rate, Middle Rate, and Final Rate. Employees hired on or after January 1, 1999 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 shall move to the Final Rate (Step 5).

HIRE RATE
(2 years)

MIDDLE RATE
(2 years)

FINAL RATE

For employees hired prior to 1/1/99 who are already on the salary schedule, and not at the top step, they will advance to the next rate and remain there in accordance with the new three step/rate system.

19.2.1 Effective the first full payroll of 2007, employees covered under this Agreement and on the payroll at that time shall receive 3% increase in his/her 2006 hourly rate.**

19.2.2 Effective the first full payroll of 2008, employees covered under this Agreement and on the payroll at that time shall receive 2.5% increase in his/her 2007 hourly rate.**

19.2.3 Effective the first full payroll of 2009, employees covered under this Agreement and on the payroll at that time, shall receive 2% increase in his/her 2008 hourly rate.**

19.2.4 Effective the first full payroll of 2010, employees covered under this Agreement and on the payroll at that time, shall receive 3% increase in his/her 2009 hourly rate. Each employee due an increment shall receive such increment pursuant to 19.2 and 19.5.

**Each employee due an increment shall receive such increment pursuant to 19.2 and 19.5.

19.3 Wages, less appropriate deductions shall be paid every other Friday for the two week period preceding the week in which payment is made.

19.4 Increments payable on or after the effective date of this 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.

- 19.5** Effective January 1, 1999: Grade 12 will be increased by \$.10/hour
Grade 13 will be increased by \$.05/hour

ARTICLE 20 USE OF COMPENSATORY TIME

20.1 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 requiring written approval by the Department Head or his/her designee before Compensatory Time may be earned. Written approval will be waived in emergency or call in situations. There is no cap on the number of Compensatory Hours an employee may accrue.

20.2 Compensatory Time shall be accrued at a rate equal to the overtime rate pursuant to Article 16.3

20.3 The maximum Compensatory Time usage for any employee is limited to eighty (80) hours in any given calendar year with the following limitation. Up to a maximum of forty (40) hours of Compensatory Time may be used while the employee has available Vacation Leave credits. Only after an employee's Vacation Leave credits have been depleted, may the employee request to use his/her remaining hours of Compensatory Time, if available.

20.4 An employee wishing to use Compensatory Time must submit his/her request, in writing to the Department Head or designee twenty-four (24) hours in advance of the desired time off. Requests for the use of Compensatory Time will be considered on the order in which the requests are received by the Department Head or designee. If two or more requests for the same time off are received simultaneously, then the order of the requests will be determined by the seniority of the employees making the requests.

20.5 As far as possible, Compensatory Time shall be granted to employees at the time most desirable to them, but the final right to determine when Compensatory Time shall be taken by an employee is expressly reserved to the Department Head in order to insure orderly operation of its business.

20.6 Compensatory Time may be used in segments no less than one (1) hour, and in segments no more than forty (40) consecutive hours.

20.7 Either the employee or the Department Head/designee may cash out accrued Compensatory Time. If the Employer exercises his/her right to cash out such accrued Compensatory Time, the cash out will not be done in an arbitrary or

capricious manner. An employee desiring to cash out part or all of the accrued Compensatory Time shall provide such notice in writing to the Department Head/designee. Such payment shall be paid at the employee's current rate of pay in effect at the time of the payment. All Compensatory Time must be cashed out before the last payroll of any calendar year.

20.8 Compensatory Time shall be considered as hours worked for the calculation of Overtime pursuant to Article 16.3.

20.9 The Department Head may at his/her discretion, release any employee from his/her regular work shift. Such time shall be charged to the employee/s accrued Compensatory Time, and shall not exceed sixteen (16) hours in any given calendar year.

ARTICLE 21 HOLIDAY PROVISIONS

21.1 The following days shall be holidays for which an employee shall receive time off and 8 hours pay at his/her then current rate, provided such employee shall work the scheduled work days immediately before and after such holidays or present a reasonable excuse for failure to so work; but such holidays shall not be paid or granted to any employee on leave of absence as defined in Section 14.1 (a) of this Agreement, or leave of absence under Section 14.1 (b), (c) or (d) which has exceeded 30 days by the day the holiday is celebrated:

The holidays are as follows:

New Year's Day	July 4th	Thanksgiving Day
Martin Luther King Jr. Day	Labor Day	Christmas Day
President's Day (observed)	Columbus Day	Floating Holiday
Memorial Day	Veteran's Day	

21.2 Any employee who works on the holiday shall be paid time and one-half of his/her straight hourly rate for his/her hours worked on that day in addition to his/her holiday pay, if he/she has qualified for such holiday pay.

21.3 Unless otherwise agreed, a holiday which falls on a Saturday shall be celebrated on the preceding Friday, and a holiday which falls on a Sunday shall be celebrated on the succeeding Monday.

21.4 Neither the Employer nor any employee may require the use of any vacation day for its or his/her convenience on the day before or day after a holiday, provided, however, that if requested by the Union at least 7 days prior to the holiday, the Employer may schedule a closing of business on the day before or after the holiday for the purpose of providing a long weekend and such closing day shall be charged against each and every employee's vacation or shall be a day off without pay for any

employee who has no unused vacation days remaining for the year.

21.5 No time off with pay shall be taken by any employee, except as specifically authorized by this Agreement.

ARTICLE 22 VACATION ELIGIBILITY

22.1 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:

Years of Employment	Days earned per Month	Maximum Days earned	Maximum Days to be taken
First year of hire (as long as employed on or prior to October 1st)	1	11	None
2nd	1	11	Number actually earned in previous year
3rd	1	11	11
4th	1	11	11
5th	1	12	11
6th	1	13	12
7th	1-1/2	14	13
8th	1-1/2	15	14
9th	1-1/2	16	15
10th	1-1/2	17	16
11th	1-1/2	18	17
12th	1-3/4	19	18
13th	1-3/4	20	19
14th	1-3/4	21	20
15th	2	22	21
16th	2	23	22
17th and each succeeding year	2	23	23

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

22.2.1 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 immediate supervisor in writing ten (10) working days prior to the termination date.

22.2.2 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 the Highway Superintendent or Supervisor of Buildings and Grounds.

22.3 Vacations shall be taken by the employee or paid by the Employer on the basis of 8 hours per day and 40 hours per week, at the employee's applicable rate at the time he/she takes his/her vacation or is paid for it. Effective 1/1/04, accrued vacation time can be used in one (1) hour increments.

22.4 An employee wishing to use Vacation Leave must submit his/her request, in writing to the Department Head or designee at least twenty-four (24) hours in advance of the desired time off. If two or more requests for the same time period are received simultaneously, then the order of the requests will be determined by the seniority of the employees making the requests. An employee wishing to use Vacation Leave during the month of December, must submit his/her request, in writing, to the Department Head no later than September 30th. Approval of such requests will be based solely upon employee seniority.

22.5 As far as possible, Vacation Leave shall be granted to employees at the time most desirable to them, but the final right to determine when Vacation Leave shall be taken by an employee is expressly reserved to the Department Head in order to insure orderly operation of its business.

22.6 There shall be no carry-over of vacation from one year to the next except where an employee is required to work during previously approved vacation time and is actually unable to reschedule vacation within the vacation year.

ARTICLE 23 RETIREMENT

23.1 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.

23.2 Effective January 1, 1974, all employees shall be granted the application of unused sick leave as additional service credits upon retirement up to one hundred sixty-five (165) days, maximum.

23.3 Effective January 1, 1974, each Employee who is a member of the New York State Retirement System is granted the maximum Death Benefit available under either Section 60-b or Section 448 of the New York State Retirement and Social

Security Law.

It is understood that any such benefits are to be paid through the New York State Retirement System and that Genesee County is assuming no responsibility for any payments in connection with such death benefits.

ARTICLE 24 SICK LEAVE

24.1 Each full-time permanent employee shall earn one and one-quarter (1-1/4) days of paid sick leave for each month of employment, which leave may be accumulated to a maximum of 200 days. During any year when the number of accumulated sick days exceeds 200 the employee shall be paid for the number of days over 200 in the last pay period of that year. Sick leave shall be paid in a separate check.

24.2 Sick leave may be taken only in the event of sickness which shall be defined as illness, bodily injury or quarantine. The first five (5) days of annual sick leave taken, except as provided in this subparagraph, will be compensated without proof of sickness by a physician's certificate. Thereafter, proof of illness may be required. After the third day of any single illness, a physician's certificate may be required and in the case of a protracted sickness, such a certificate must be presented at the end of each calendar month of absence.

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.

25.2 Requests for personal leave shall be made in conjunction with the Personal Leave Request Form attached to this Agreement as Exhibit E. At least twenty-four hours' notice of personal leave to be taken must be given to the Employer by the employee. An exception to the twenty-four hour notice may be given in an emergency situation only upon approval by the Department Head or his/her designee.

25.3 Days of personal leave shall not be taken off on consecutive Fridays and Mondays. No employee can take a personal leave day off prior to the start of 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.

25.4 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 weeks of compensated employment, to a maximum of five personal days credit, subject to the normal requirement for using such leave. In subsequent years, such employee will have five personal leave days credited as of January first of each such 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 interment). In the event of the death of a grandparent, brother-in-law, sister-in-law, an employee may have one day off with pay on the day of the funeral.

* Individual who stood "in loco parentis" to an employee when the employee was under the age of eighteen (18) years

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

ARTICLE 27 JURY DUTY LEAVE

27.1 In accordance with NYS Judiciary Law, employees will be paid their full wages, for the first three days of jury service if these days fall on days the employee is scheduled to work for any time necessarily and actually missed as a result of such jury duty. After the first three days of jury service, an employee will be paid his/her full wages less \$40 for each day of jury service on a scheduled work day for that employee if he/she were not required to report for jury service. An employee must notify his/her supervisor upon receipt of a summons for jury duty. An employee serving as a juror shall not be entitled to overtime pay while serving. All employees serving on jury duty shall be absent from work only during the times required by the courts.

ARTICLE 28 SUBPOENA BY COUNTY ATTORNEY

28.1 An employee required to lose time from work as the direct result of his/her subpoena by the County Attorney shall be compensated for such lost time at his/her regular rate of pay.

ARTICLE 29 UNION BULLETIN BOARDS

29.1 The Employer shall provide a 4' X 4' bulletin board, which shall be located in the employee's lunchroom and shall be for the sole and exclusive use of the Union in posting notices.

ARTICLE 30 ACCESS TO PREMISES

30.1 The Employer agrees, upon prior notice, to permit representatives of the American Federation of State, County and Municipal Employees AFL-CIO to enter the premises at any reasonable time for individual discussion of working conditions with employees, if such visitation does not unduly interfere with the performance of duties assigned to employees.

ARTICLE 31 RATES FOR NEW JOBS

31.1 When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer or his representative will notify the Union prior to

implementing a classification and rate structure. In the event that the Union does not agree that the description and rate are proper, it shall be subject to negotiation.

ARTICLE 32 HOSPITALIZATION MEDICAL COVERAGE

32.1 The Employer agrees to provide single coverage for each single employee and family coverage for each family exclusively through the Genesee County Self Funded Medical Benefits Plan or the agreed upon replacement, for each full-time regular employee within thirty (30) days of hire. The Plan will be administered by a Third Party Administrator. Disputes regarding "equivalency" shall be submitted to arbitration prior to implementation of any new medical benefits plan, pursuant to the Grievance and Arbitration Article set forth by this Collective Bargaining Agreement. Should other County bargaining units initiate similar grievances regarding "equivalency", any and all such unions shall be allowed to merge their separate grievances into a single arbitration proceeding should they so desire.

Effective January 1, 2005, all employees covered by this contract shall pay 10% of the annual "premium" for the level of coverage selected by the employee, subject to a cap of three percent (3%) of the employees' annual base wages. The Employer shall pay ninety percent (90%) of the said annual premium (or more if so affected by the employee's annual base wage cap). If the employee changes the level of coverage at any time, the ten percent (10%) co-pay shall be adjusted to reflect the "premium" of the newly selected coverage. The employee's contribution to medical premiums can be made on a pre-tax basis.

The County and this Union and the other County unions will work cooperatively to investigate and implement changes in the plan to achieve cost savings. In the event that these cost savings measures lead to changes in the level of the County's Self Insured Plan, contract language related to Medical and Hospitalization Coverage will be negotiated through a specific re-opener solely for this section of the agreement.

32.2 In the event that both spouses in a 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 in circumstances of the spouse in whose name the family policy is issued.

32.3 The County's practice prior to January 1, 1981 allowing both spouses employed by the County, to each have hospitalization coverage, shall continue for those employees.

Effective January 1, 1981, only one spouse may obtain County hospitalization coverage, where both spouses are employed by the County, and one or both were hired after December 31, 1980.

32.4 Medical benefits coverage will be equal to or better than the Genesee Self Funded Medical Plan in effect on May 1, 1990.

32.5 Effective January 1, 1991, the Age 23 Dependent Rider and Managed Care Services will be added to the employee's health benefits coverage. Managed Care Services will be performed by a designated provider. These services will include:

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

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

Concurrent Utilization Review and Discharge Planning.

Case Management for medical, alcohol, drug, and psychiatric.

Medical Claims Review.

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

32.7 Spousal Buy Back: Effective January 1, 2005, members of the bargaining unit 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. (Copy in Appendix F) In lieu of the employee's participation in the County's Self -Funded Medical Plan, the employee will receive an annual cash settlement of two thousand five hundred dollars (\$2500). The cash settlement shall be paid in two equal annual installments, one during the month of July, and one during the month of December upon certification of the Highway Superintendent or the Supervisor of Buildings and Grounds to that effect. Any employee wishing to participate in this program, must initiate the process by requesting the release form from the Personnel Office, completing and returning same to the Personnel Office. The employee's participation will commence on the first of the month following the receipt and approval by the Personnel Office. The annual cash settlement will be prorated effective the month following

the ratification of the 1999-2002 Agreement by both parties (April 29, 1999).

32.7.1 An employee who opts for the spousal buy back may only re-enter the Medical Plan once per calendar year or upon the occurrence of a “qualifying event” (divorce, death of a 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/Reentry in the Medical Plan will be at the copayment level/conditions set forth in Article 32.1. If an employee is reentering the Medical Plan he/she will be given credit for the months of copayment contribution they made while previously participating in the Medical Plan. The eleven (11) month pre-existing condition clause as explained in the Genesee County Medical Benefits Plan Document will be governed HIPAA. (Health Insurance Portability & Accountability Act)

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

32.8 The Union and the Employer agree to commence a joint Labor Management Committee Meeting with other Collective Bargaining Units within the County to review the benefit levels outlined in the medical and dental plan documents, and to formulate changes to same, based upon the reallocation of available funds. Any changes in the medical plan document will be incorporated into the Genesee County Self Funded Medical Plan upon ratification by AFSCME Local 392.

32.9 Effective January 1, 2000 the County offers 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.

32.10 Effective January 1, 2005, 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 six (6) or more. If at any time the number of Medical Spousal Buy Back participants falls below six (6), 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 six (6). The County will review the number of participants in the Medical Spousal Buy Back Program, during open enrollment to determine if the Twenty Four Month Vision Coverage Plan will again be offered to employees at the beginning of the next fiscal year.

ARTICLE 33 DENTAL INSURANCE COVERAGE

33.1 The Employer shall provide single coverage for each single employee and family coverage for each family in accordance with the payment schedule outlined in the Genesee County Self Funded Dental Plan, adopted May 1, 1990, or its equivalent. The Employer shall pay the full cost of such a Plan in accordance with the type of coverage (single or family) desired by the employee. The Plan will be managed by a Third Party Administrator. When a change to the County Self Funded Dental Plan is negotiated with any other Union group in the County, the same change will be offered to AFSCME.

33.2 The disputed Claim Adjudication Procedure is outlined in Article 32.6 Hospitalization/Medical Coverage.

33.3 Members of the Bargaining Unit, who are eligible for dental benefits insurance through the Genesee County Self Funded Dental Plan, whether or not an employee is participating in the Plan, may participate in the Spousal Buy back Program, upon submitting an appropriate signed release form to the Personnel Office (Copy in Appendix F). In lieu of participation in the County's Self Funded Dental Plan, he/she will receive an annual cash settlement of one hundred dollars (\$100). This cash settlement shall be paid in two equal installments, one during the month of July, and one during the month of December upon certification of the Highway Superintendent or the Supervisor of Buildings and Grounds to that effect.

33.3.1 An employee may join or leave the plan at any time. An employee's termination or reentry shall be limited to once each calendar year. Re-entry is available to the employee upon written thirty day (30) notice. Any employee who leaves the plan and then rejoins will be considered a "new" member of the plan, subject to the same limitations and provisions as other new members who enroll in the Dental Plan.

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

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

33.4 Pursuant to January 1, 1995, the Union and the Employer agree to commence a joint Labor Management Committee Meeting with other Collective Bargaining Units within the County to review the benefit levels outlined in the 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 Health Economics Group, Inc., and will be incorporated into the Genesee County Self Funded Dental Plan upon ratification by AFSCME Local 392.

ARTICLE 34 DEFERRED COMPENSATION PLAN

34.1 If the County maintains a Deferred Compensation Plan under Section 457 of the Federal Internal Revenue Code, at no cost to the County other than the administrative arrangements that would be required of the Employer, the County will make such plan available to the Union and all employees of the Highway Department and the Buildings and Grounds Department.

ARTICLE 35 PART-TIME REGULAR EMPLOYEES

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

35.2 All such employees shall be covered under all provisions of this Agreement on a pro-rated basis with the exception of hospitalization and medical coverage which shall be fully provided at no cost to the employee.

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

ARTICLE 36 TEMPORARY EMPLOYEES

36.1 When necessary, temporary employees shall be hired for a period not to exceed ninety (90) days.

36.2 Temporary employees shall not be entitled to receive fringe benefits or seniority and shall not be members of the unit.

ARTICLE 37 SEASONAL EMPLOYEES

37.1 Seasonal employment shall be defined as employees whose tenure is for a specific period of time and season. These employees shall be discharged upon the completion of the seasonal program, and during the terms of employment shall receive no fringe benefits, acquire no seniority and replace no permanent employee.

ARTICLE 38 PROBATIONARY EMPLOYEES

38.1 Probationary employees shall be entitled to the same rights and benefits as permanent employees with the exception of personal leave days.

ARTICLE 39 DISABLED EMPLOYEES AND JOB DANGEROUS TO HEALTH

39.1 The Employer shall make every effort to place employees who, through physical sensitivity, or otherwise, become partially disabled on their present jobs, on work which they are able to perform.

ARTICLE 40 ADA REASONABLE ACCOMMODATION

40.1 With respect to the County's obligation to provide a reasonable accommodation in accordance with the provisions of the ADA and regulations pursuant to the Act, discussions will be conducted with the Union in LMC regarding any such accommodation.

ARTICLE 41 PLEDGE AGAINST DISCRIMINATION

41.1 The provisions of this Agreement shall be applied equally to all employees in the Bargaining Unit without discrimination as to age, gender, marital status, race, color, creed, national origin, veteran's status, disability, or political affiliation, and without coercion because of union activity.

41.2 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.

ARTICLE 42 UNIFORM OR UNIFORM ALLOWANCE

42.1 Mechanics and other workers who in the opinion of the Employer may require them, shall be furnished laundered uniforms on a full or part-time basis, as in the opinion of the Employer the job shall require.

42.1.1 Annually, the County will provide for the Building and Grounds personnel covered by the Bargaining Agreement, eleven (11) sets of uniforms (five (5) in, five (5) out, and one (1) on) to be used in the performance of work duties. The employer shall also provide for the laundering of these uniforms on a scheduled basis. The employees agree to have the uniforms at the workplace at the time of the scheduled laundry pickup.

42.1.2 Annually, the County will provide for Highway personnel covered by the Bargaining Agreement reflective or fluorescent safety t-shirts as needed.

42.2 Unless otherwise indicated by supervisory staff, appropriate clothing for employees shall consist of long pants, t-shirt, and work boots/shoes.

42.3 For those employees who purchase and wear a departmental approved Personal Protective Equipment on the job, the County will reimburse said employee for the purchase of such items to a maximum of \$115 per year. A list of approved Personal Protective Equipment qualifying for reimbursement pursuant to this Article will be developed by a designated Safety Committee. In order to receive reimbursement, the employee must provide his/her Departmental Head with a valid store proof of purchase along with a voucher, signed by the Superintendent of Highways or the Assistant County Manager, and submitted to the Treasurer's Office.

ARTICLE 43 PROTECTIVE DEVICES

43.1 The Employer shall provide initial rain gear and equipment to properly protect the employees from injury and inclement weather that must be worn by the employee when required by his/her supervisor or conditions of the job. The employee shall return such gear upon termination of his/her employment.

43.2 The Superintendent of Highways and the Supervisor of Buildings and Grounds or his/her designee, shall conduct an annual inventory to determine the condition of all issued equipment and uniforms. The cost of any such equipment or uniforms lost or damaged through the employee's negligence shall be charged to the employee. The amount charged to employees will be based upon a schedule of depreciation mutually agreed upon by the Employer and the Union. It shall be the responsibility of the employee to notify the Department Head of any damage to equipment or uniforms as soon as possible. The employee shall not be held responsible for errors in calculation or replacement which occur and are not the fault of the employee.

ARTICLE 44 DISABILITY INSURANCE PREMIUM DEDUCTION

44.1 It is understood that the Union and its membership wish to arrange on their own for Disability Benefits coverage for the membership, through an insurance carrier to be selected by them and with no cost of any kind to the Employer. The Employer agrees, if furnished with written authorization and if not contrary to law, to deduct the monthly or other periodic premium for such insurance from the pay of each employee who executes and delivers such written authorization to the Employer and to remit the same in accordance with Article 5, Section 5.3.2.2 of this Agreement. It is agreed that the Employer shall be fully entitled to the same indemnity hereunder as provided in Article 5, Section 5.2.1 of this Agreement for the Union Dues deductions and that Section 5.3.2.1 and Section 5.3.3.1 of Article 5 shall also apply hereto.

ARTICLE 45 CIVIL SERVICE LAW

45.1 It is hereby understood and agreed that this Agreement and each and every part thereof is subject to the provision of the New York State Civil Service Law, any rules, regulations, provision, ordinances, resolutions or action of any kind or nature of the State or Local Civil Service Commission or Personnel Officer (all collectively referred to as the "Law") and shall be construed and enforced only to the extent allowable and within the limits of the Law, as if such Law were 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 this Agreement.

45.2 PURSUANT TO SECTION 204a OF THE NEW YORK STATE CIVIL SERVICE LAW, IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT IT'S

IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 46 SAVINGS CLAUSE

46.1 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 or all of this Agreement.

ARTICLE 47 TERMINATION AND MODIFICATION

47.1 Unless otherwise noted, this Agreement shall be effective as of the 1st day of January 2007, and continue in full force and effect until the 31st day of December 2010.

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

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

47.4 Notice of Termination or Modification

47.4.1 Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to the Local Union Chapter Secretary and District Council Staff Director, and to the Employer, or any such address as the Union or the Employer may make available to each other. During negotiations, all benefits will remain in effect.

ARTICLE 48 LICENSES

48.1 Employees in the titles of Motor Equipment Operator, Heavy Equipment Operator, Automotive Mechanic, Assistant Automotive Mechanic, Automotive Mechanic Supervisor, Bridge Maintenance Worker, Automotive Parts Worker, and Highway Maintenance Supervisor may be required by the Highway Superintendent to obtain and maintain an appropriate CDL and/or Inspection

License in order to perform the duties of the job.

48.1.1 Those employees who obtain and maintain a class A CDL will receive an additional \$.05/hr over and above his/her base hourly rate.

48.1.2 Those employees who obtain and maintain the CDL X endorsement will receive an additional \$.05/hr over and above his/her base hourly rate.

48.1.3 The County agrees to pay the X endorsement examination fee for those employees with either a Class A CDL or Class B CDL. The County will pay for two employee attempts to pass the examination for the X endorsement to obtain or maintain such endorsement. After two attempts, the fee shall be paid by the employee.

48.1.4 The County agrees to pay the Motor Vehicle Inspection License fee for those employees in the title of Auto Mechanic, Assistant Automotive Mechanic who are required to obtain and maintain such license.

48.1.5 Supervisor/Department Head approved license training will be facilitated by the employer.

48.1.6 It is understood that all employees will be required to maintain his/her level of licensure and endorsements in effect on the ratification date of this Agreement.

48.1.7 Effective upon the ratification of the 1999-2002 Agreement by both parties (April 29, 1999) an employee working in the Buildings and Grounds Department who has a City of Batavia Plumber's License will receive an additional \$.10/hour over and above his/her base hourly rate.

ARTICLE 49 FAMILY MEDICAL LEAVE ACT

49.1 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 the Employer.

ARTICLE 50 TUITION REIMBURSEMENT

VOLUNTEER SERVICE TUITION PROGRAM

50.1 It is understood that AFSCME and CSEA will come to some agreement that will allow CSEA to administer the VSTP for AFSCME covered employees. This will include the compilation and maintenance of unit member's records and accounts and all aspects of the administration of the VSTP.

50.1.1 Effective the first full semester after the ratification and signing of this Collective Bargaining Agreement, and during the term of this Agreement, the

dependent child/(ren) and/or spouse 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 Semester Applicants) and March 15 (Spring Semester 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.

50.1.2 Tuition waivers shall be made available to the dependent child(ren)/spouse 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, 1995, will be credited upon receipt of verification from the volunteer organization pursuant to the VSTP guidelines.

50.1.3 For every full semester tuition waiver used, the VSTP administrator will deduct 250 community service hours from the total accumulation. In addition, each employee requesting such tuition waiver shall have served 35 hours community service hours in the same year in which the waiver is used. The VSTP

Administrator 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 submitted by an employee.

50.1.4 An annual accounting will be made to the County of the number of community service hours credited and the number of tuition waivers granted for the dependents of unit members.

50.2 The tabulation of volunteer hours will include any hours accrued subsequent to 1/1/95.

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

FOR GENESEE COUNTY:

FOR AFSCME LOCAL 392:

DATE: _____

**EXHIBIT E
PERSONAL LEAVE REQUEST FORM**

_____ hereby request (1) (1/2) (1/4)* day of personal leave on
(Name of Employee)

_____, 19____, from____ (a.m.) (p.m.)* to____ (a.m.) (p.m.)*.

The reason for the requested personal leave time is:*

- 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 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 leave will be used, such as the name of a doctor or lawyer.

(Date of Request)

(Signature of Employee)

*(Select One)

Approved: _____
Signature of Authorized
Representative

Denied: _____
Signature of Authorized
Representataive

Reason for Denial:

(Date of Approval or Denial)

APPENDIX F

**GENESEE COUNTY
HOSPITALIZATION MEDICAL COVERAGE WAIVER**

Name _____ Title _____ Please
check one of the following:

- _____ Management
- _____ DSA
- _____ AFSCME-392
- _____ Other

Please check one of the following:

_____ I do not wish to participate in the Genesee County medical benefits program. By not participating, I wish to exercise my option for the medical buy back offered by the County.

_____ I do not wish to participate in the Genesee County medical benefits program, and waive my option for the medical buy back offered by the County.

By signing this waiver of hospitalization medical benefits coverage, I indicate that I do not wish to participate in the hospitalization medical benefits program with Genesee County. In order to participate in the County's medical buy back option, I agree to present satisfactory evidence of dual hospitalization medical coverage to the Personnel Officer at the time I sign this waiver. Furthermore, I understand that if, at some future date, I decide to rejoin/join the hospitalization medical benefits plan with the County, I will be subject to the same limitations and provisions that apply to new members who enroll in the hospitalization medical benefits plan.

I am presenting one of the following as evidence of dual hospitalization medical coverage:

- _____ Original membership card from a health insurance carrier verifying coverage.
- _____ Letter from spouse's or other individual's employer attesting to dual coverage.
- _____ Letter from spouse's or other individual's health insurance carrier attesting to dual coverage.

Employee Signature: _____ **Date:** _____

Department Head Signature: _____ **Date:** _____

Personnel Officer Signature: _____ **Date:** _____

APPENDIX G

**GENESEE COUNTY
DENTAL BENEFITS WAIVER**

Name: _____

Title: _____

Please check one of the following:

- Management
- DSA
- AFSCME-392
- Other

Please check one of the following:

_____ I do not wish to participate in the Genesee County dental benefits program. By not participating, I wish to exercise my option for the dental buy back offered by the County.

_____ I do not wish to participate in the Genesee County dental benefits program, and waive my option for the dental buy back offered by the County.

By signing this waiver of dental benefits coverage, I indicate that I do not wish to participate in the dental benefits program with Genesee County. I understand that if, at some future date, I decide to rejoin/join the dental benefits plan with the County, I will be subject to the same limitations and provisions that apply to new members who enroll in the dental insurance plan.

Employee Signature: _____ **Date:** _____

Department Head Signature: _____ **Date:** _____

Personnel Officer Signature: _____ **Date:** _____

**MEMORANDUM OF AGREEMENT
BETWEEN
COUNTY OF GENESEE
AND
AFSCME LOCAL 392**

Overtime Policy Memorandum of Understanding (May 9, 1995)

It may be imperative to work overtime because of the specifics of the job, public safety and/or emergency situations. Unreasonable and nonjustifiable refusal to work can warrant disciplinary action pursuant to the contract.

Employees will be required to work overtime consistent with the Collective Bargaining Agreement. Every effort will be made to schedule overtime in advance bearing in mind such uncertainties as weather, unscheduled employee absence and the like, whenever feasible upon forty-eight (48) hours notice.

Any disagreements about the meaning of the Collective Bargaining Agreement or this memorandum may be grieved under Article 8 of the Agreement.

This memorandum will be in full force and effect on June 21, 1995, and will continue in effect so long as the Collective Bargaining Agreement which is the successor to the 1992-94 Collective Bargaining Agreement remains in effect.

FOR GENESEE COUNTY

Jay Gsell

Roger Peterson

Martha Standish

FOR AFSCME LOCAL 392

Rick Burgett

Joel Poch

Dated: 6/21/95

LETTER OF UNDERSTANDING**Early Closings on Good Friday, Christmas Eve, and New Year's Eve**

Local 392 and the County of Genesee recognize that it has been the practice to release employees early with no loss in pay or benefits on Good Friday, Christmas Eve, and New Year's Eve under the following conditions:

- (1) The Good Friday, Christmas Eve, and New Year's Eve is on an actual Monday thru Friday workday;
- (2) The employee is currently on the payroll (i.e. not on an unpaid Leave of Absence);
- (3) The employee is released at 1:00 p.m. on the day on which the early closing takes place; and
- (4) Weather conditions are such that employees are not involved in snow-plowing and/or sanding operations.

FOR GENESEE COUNTY

Gary Loveland

Alan Todd

FOR AFSCME LOCAL 392

Charles Meyer

3/17/88

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