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Contract Database Metadata Elements

Title: **Onondaga, County of and County of Onondaga Power Plant Unit, International Union of Operating Engineers (IUOE), AFL-CIO, Local 71-71A (1998)**

Employer Name: **Onondaga, County of**

Union: **County of Onondaga Power Plant Unit, International Union of Operating Engineers (IUOE), AFL-CIO**

Local: **71-71A**

Effective Date: **01/01/98**

Expiration Date: **12/31/00**

PERB ID Number: **7059**

Unit Size: **44**

Number of Pages: **33**

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Onondaga, County Of And luoe
Locals 71-71A (Power Plant Unit)

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AGREEMENT

BETWEEN

THE COUNTY OF ONONDAGA

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 71-71A, AFL-CIO

1998 - 2000

1/1 12/31

THE PUBLIC EMPLOYMENT RELATIONS BOARD
ONONDAGA COUNTY

MAR 01 1999

CONCILIATION

44 EMPLOYEES

Section 204(a) of the Civil Service Law of the State of New York, commonly referred to as the Taylor Law, requires the following paragraph to be included within any labor agreement executed between a public Employer and public employee:

"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."

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Article 1
Preamble

An agreement between the County of Onondaga (hereinafter referred to as the "County") and the International Union of Operating Engineers, Local 71-71A, AFL-CIO (hereinafter referred to as the "Union").

The County and the Union recognize the common interest in the public service of Onondaga County beyond their collective bargaining relationship and pledge to strive together to insure the highest quality of service to the people of Onondaga County and it is with these goals in mind that they have entered into this collective agreement.

This agreement in addition to establishing basic terms and conditions of employment is intended to provide a model and a framework for constructive resolution of any disputes that may arise between them.

Article 2
Agreement Scope

This agreement constitutes the entire agreement between the County and the Union. During its life neither party will be obligated to collectively negotiate with respect to any subject or matter referred to or covered in it or with respect to any subject or matter not specifically covered in it. In reaching this agreement, the County and the Union have considered all matters lawfully subject to collective negotiations.

This agreement may be amended or supplemented only by further written agreement between the parties. A party desiring amendment or supplement will notify the other party in writing stating the substance of the amendment or supplement desired, but the other party will not be obliged to discuss or agree to such proposed amendment or supplement.

It is the policy of the County and the Union that the provisions of this agreement shall be applied to all employees without regard to race, color, religious creed, national origin or sex or in any manner contrary to law.

Article 3
County Management

The Union agrees that the County of Onondaga and/or the County Legislature, hereinafter known as the Employer, shall retain complete authority for the policies and administration of all County departments, offices or agencies which it exercises under the provisions of law and the Constitution of the State of New York and/or the United States of America and in fulfilling its rights and responsibilities under this agreement.

The rights and responsibilities of the Employer include, but are not necessarily limited to the following: (1) to determine the standards of service to be offered by its offices, agencies and departments; (2) to direct, hire, promote, appraise, transfer, assign, retain employees and to suspend, demote, discharge or take disciplinary action against employees; (3) to relieve employees from duties because of lack of work or for other legitimate reasons; (4) to maintain the efficiency of government operations entrusted to them; (5) to determine the methods, means and personnel by which such operations are to be conducted; (6) to take whatever actions may be necessary to carry out the mission, policies or purposes of the department, office or agency concerned; (7) to establish any reasonable rules or regulations; (8) to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions.

The exercise of any such right, power, authority, duty or responsibility by the Employer and the adoption of such rules, regulations and policies as it may deem necessary will, as they apply to employees represented by the Union, be limited only by the specific and express terms of this agreement, and subject to the grievance procedure contained herein.

Article 4 Union Status

A. Recognition

The County hereby recognizes the Union as the exclusive bargaining representative for all full-time County employees except for part-time, seasonal, temporary, or casual employees who engage in the engineering series who are assigned to the following titled positions: Power Plant Worker, Mechanical Systems Maintenance Worker, Boiler Operator, Boiler Operator Maintenance Worker, Power Plant Supervisor, Refrigeration Machine Operator, Control Room Supervisor (District Heating and Cooling).

It is the policy and intent of the County to utilize employees covered under this agreement to perform work generally and ordinarily performed by bargaining unit employees including heating, ventilating and air conditioning work. However, the County reserves the right to contract out any work it deems necessary under such circumstances as lack of skilled personnel or equipment, budgetary constraints, emergencies or the need for short term personnel that would lead to layoffs after the work was accomplished.

The Employer shall advise the Union, at the time of application to the Onondaga County Personnel Office, of any proposed change in title or classification within the bargaining unit.

B. No-Strike Pledge

The Union hereby affirms that it does not assert the right to cause, instigate, encourage, or condone a strike, sympathy strike, slowdown or work stoppage by the employees covered by this agreement nor shall it impose an obligation to cause, instigate, encourage or condone any such strike, sympathy strike, slowdown or work stoppage. In the event of any concerted work stoppage the Union will take prompt and affirmative action renouncing such concerted work stoppage.

C. Payroll Deduction

The County will upon thirty (30) days' notice and receipt of a written and signed direction from each employee deduct from the wages due such employee the regular union dues and initiation fees fixed by the Union and shall remit such amounts to the Union Treasury on a regular monthly basis. Employees may revoke such payroll deduction authorization upon written thirty (30) days' notice to the County Comptroller and to the Union.

The County further agrees that the International Union of Operating Engineers, Local 71-71A, AFL-CIO, having been recognized as the exclusive bargaining agent for all full-time employees with the defined bargaining unit, shall be entitled to have deductions made on regular pay dates from the pay of each employee of the bargaining unit, who is not a member of the Union, the amount equivalent to the membership dues levied by the Union and remitted to the International Union of Operating Engineers, in accordance with Section 208.3(b) of the New York State Civil Service Law.

The Union shall indemnify, defend and hold the County harmless against any and all claim, demand, suit or liability (monetary or otherwise) and for all legal acts which may occur from compliance with this section.

The Union shall notify the Employer in writing of any change in dues structure or formula no later than 90 days prior to the effective date of such change.

D. Union Business - Local Representative

The Union will designate one employee covered by this agreement at each work location (Facilities Management, Van Duyn and Onondaga County Correctional Facility) as its local representative who shall have the right on behalf of the Union to confer with County representatives regarding terms and conditions of this agreement.

The Union shall notify the County of the representative's designation and authority and any change in either. Notice of said designation shall be submitted to the County's Division of Employee Relations.

E. Union Business - General Representative

A duly authorized representative of the Union may visit the County premises by prearrangement with the County at any reasonable time to discharge the Union's duties as the collective negotiating representative.

F. Union Business - Administrative Leave

The County agrees to authorize through the express and written consent of the County Executive or his authorized designee, administrative leave for those employees designated under paragraph (D) of this Article for the sole purpose of attending Union business meetings. Such meetings shall include and are limited to attendance at union, state or regional meetings. The first sixteen (16) hours of such leave in any contract year shall be paid leave at the regular rate of compensation. Thereafter, all leave shall be leave without pay.

Written request for such approved time off shall be forwarded to the County by the duly authorized representative of the Union at least seventy-two (72) hours prior to the date of the time requested.

The County reserves the right to refuse administrative leave for any individual at any time without reason and agrees to accept a request for replacement of any such individual.

G. Union Business - Bulletin Board

The County will provide the Union with bulletin board space on which to post official Union notices and notices required by law. The Union may also post such other matters as the County may expressly and specifically approve. All such notices or other matter will be nonpolitical (in a public political sense) and nondefamatory.

Article 5
Employee Status

A. Employee Scope

This agreement covers each regular full-time employee working in the engineering series for the County in any of the titled positions as defined in Article 4, paragraph (A) of this agreement.

B. Regular Full-Time Employee

A regular full-time employee is one who occupies a line budget position and who is scheduled and works on a full-time basis for the County and is thereby entitled to all rights and benefits of full-time County employment. This section does not imply any rights or benefits under any other collective bargaining agreement or legislative resolution.

C. Seniority

For the purpose of layoff, suspension or demotion upon the abolition or reduction in positions, seniority and the procedure shall be defined and applied pursuant to Section 80, 81, 85, et al., of the New York State Civil Service Law.

The parties further understand and agree that Article 5, paragraph (C) shall also be interpreted and applied to those employees in the labor and/or non-competitive class of the Classified Service to the same extent that competitive class employees currently enjoy.

For the purpose of selecting only vacation time and shift preference, seniority shall be defined as the length of continuous full-time service within each pay grade as set forth in Article 8 - Salaries of this agreement and subject to the extent that when all other relevant factors are equal seniority shall be the determining factor.

Seniority, which for purposes of this paragraph is deemed to include length of service with the Employer (IED), length of service in the bargaining unit, length of service in pay grade and length of service in the department (Department of Facilities Management; Department of Long Term Care Services - Van Duyn; Onondaga County Department of Correction), coupled with the ability to perform the work for government promotion from one classification to another consistent with rules and regulations of the County Personnel Department in its capacity as a Civil Service agent for the County of Onondaga and in full accordance with the State Civil Service Law, shall be considered for promotional opportunities. In doing so the Employer shall first consider current bargaining unit personnel who possess the knowledge, skills, ability and qualifications for promotions within the bargaining unit. It is the intent of the Employer and the Union to identify the types of seniority to be considered without assigning any priority or weight to any particular type.

Article 6
Work Time

A. **Normal Work Day**

A regular full-time employee's normal work day shall not exceed eight (8) consecutive hours in any one twenty-four (24) hour period.

B. **Work Schedule**

The Employer agrees to provide advance notification of ten (10) full calendar days (excluding the day of notification and the effective date) in the event of a change in regular work schedules except in the case of emergencies.

Article 7
Regular Compensation Rate

A. **Definition**

The regular compensation rate is that rate reflected in the Salary Schedules included herein for each employee at each classification grade and column. Said regular compensation rate does not include any premium as defined herein.

B. **Applicability**

A regular full-time employee's regular compensation rate is that rate as defined above and shall be paid for all worked and accrued hours unless expressly modified by this agreement.

C. **Payment**

The County maintains the right to establish and implement payroll periods, pay dates and at its discretion to modify or change such periods or dates upon prior notification to and agreement with union representatives.

Article 8
Salaries

- A. 1. Effective upon adoption of this agreement by the Onondaga County Legislature and retroactive to the first full payroll period of 1998, the following Salary Schedule A shall apply to all employees covered by this agreement who are on the payroll as of April 24, 1998.

SALARY SCHEDULE A

<u>Grade</u>	A	B
2 A	25,140	27,770
H	12.04	13.30
3 A	29,169	32,280
H	13.97	15.46
4 A	31,487	34,953
H	15.08	16.74
5 A	34,181	37,960
H	16.37	18.18

2. Effective with the first full payroll period of 1999, the following Salary Schedule B shall apply to all employees covered by this agreement.

SALARY SCHEDULE B

<u>Grade</u>	A	B
2 A	25,891	28,606
H	12.40	13.70
3 A	30,046	33,241
H	14.39	15.92
4 A	32,427	35,997
H	15.53	17.24
5 A	35,204	39,108
H	16.86	18.73

3. Effective with the first full payroll period of 2000, the following Salary Schedule C shall apply to all employees covered by this agreement.

SALARY SCHEDULE C

<u>Grade</u>	<u>A</u>	<u>B</u>
2 A	26,562	29,349
H	12.77	14.11
3 A	30,826	34,112
H	14.82	16.40
4 A	33,280	36,941
H	16.00	17.76
5 A	36,130	40,123
H	17.37	19.29

B. New Hire Rate

The entry rate of pay for new employees hired in any classification shall be Column A of the Salary Schedule in effect on the date of hire.

Upon successful completion of one (1) year of satisfactory service, a new employee shall be slotted into Column B of the Salary Schedule in effect at that time.

C. Promotion

When an employee covered by this agreement is promoted from a lower classification to a higher classification, the employee shall be slotted into the higher classification in the column on the Salary Schedule in effect on the date of promotion corresponding to the column the employee was located prior to the promotion.

D. Applicability

The parties hereby agree that for purposes of compensation and computation regarding the terms and conditions of this agreement, the hourly rates of pay shown on the Salary Schedules shall be applied to all employees. The annual rate of pay illustrates a suggested base annual salary without premium compensation application.

Article 9
Premium Compensation

A. **Definition**

Premium Compensation is that compensation which is in addition to the employee's regular compensation rate. Such compensation shall include, but is not limited to: Overtime Compensation Premium, Shift Differential Premium, Holiday Compensation Premium and Longevity Premium.

B. **Applicability**

One or more types of such premium compensation as listed and defined herein shall be applicable to all regularly scheduled full-time employees who qualify therefore, except as limited by this agreement.

C. **Premium Compensation Limitations**

Each type of premium compensation described above shall be considered and computed separately. At no time shall such premium compensation earned by an employee be compounded or pyramided.

Payment of premium compensation shall be made in accordance with Article 7 (C) of this agreement.

Article 10
Overtime Compensation Premium

A. **Definition**

1. Overtime compensation shall be paid at the rate of time and one-half the regular compensation rate for hours worked in excess of eight (8) in any work day or in excess of eighty (80) hours in any fourteen (14) day pay period.
2. Employees covered under this agreement shall have the option upon prior written request of and subject to prior authorization by the department head or authorized designee, of receiving straight compensatory time in lieu of monetary compensation provided under (1) of this paragraph. Employees opting for compensatory time shall be able to accrue a maximum of forty hours. Usage of compensatory time shall be as set forth under Article 11 paragraph (03) of this agreement.

B. **Applicability**

Such overtime compensation premium shall apply to all regular scheduled full-time employees covered by this agreement who shall be assigned to a regular operational schedule. All employees must remain on duty until relieved.

C. **Accountability**

With the approval of the administration the following paid accruals shall be considered as time worked for the purposes of computed overtime: holidays, vacations, personal days and sick leave days. The above shall be counted separately and not be compounded as hours worked.

The holiday accrual whether worked or not shall be counted only once. Unpaid absences shall not be considered as time worked.

D. Limitations

There shall be no pyramiding of overtime.

E. Call-In

An employee who is called into work for emergency duty that is contiguous to their next assigned work shift shall be paid at least a minimum of two hours pay at the regular rate of compensation. An employee who is called into work for emergency duty that is not contiguous to their next assigned work shift shall be paid at least a minimum of four hours pay at the regular rate of compensation. Employees may elect to receive compensatory time in lieu of cash payment in accordance with paragraph (A) Definition (2) of this Article.

The County maintains the right to assign, reassign or retain any employee for the duration of the on call assignment.

- F. Overtime work which is planned and scheduled in advance by the Employer shall be assigned to the senior qualified employee(s) in the classification selected by the Employer on a rotation basis insofar as practical.

Article 11

Holidays and Holiday Premium

- 11.01 Subject to the limitations as found elsewhere in this agreement the following legal holidays shall be observed by the County of Onondaga as days off with pay:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

- 11.02 When a regularly scheduled full-time employee is required to work on a holiday as listed in Section 11.01 said employee shall be paid his or her regular compensation rate, except for Christmas Day, New Year's Day and Thanksgiving Day which shall be paid at the rate equal to one and one-half times the regular rate of compensation including Shift Differential Premium, when applicable, for such work performed. Employees who are required to work on a holiday shall be so notified in advance in accordance with current work schedule notification procedures, except in instances of emergencies.

- 11.03 The County agrees that employees required to work on a holiday as listed in Section 11.01, or when an employee's scheduled day off falls on a holiday shall be compensated for such holiday by receiving straight time cash payment or compensatory straight time off in lieu of the holiday. Compensatory time must be expended within six (6) pay periods from the date on which it is earned upon prior written request to and approval of the department head or authorized designee. Compensatory time which is not requested or authorized to be used within the above period shall be paid at the employee's regular compensation rate.

11.04 The County shall determine the calendar date on which the holidays set forth in this Article shall be observed.

11.05 Eligibility

In order to be eligible for the holiday pay as defined in Sections 11.01 and 11.03 those employees covered by this agreement must actually work the last scheduled work day prior to the holiday, the holiday when required to work and the first scheduled work day after the holiday unless otherwise excused by the appropriate authority or his authorized designee.

Article 12

Shift Differential Premium

A. Employees covered by this agreement who work a regularly scheduled full shift on either the second or third shift of the work day shall receive a shift differential premium. The shift differential premium shall be 71 cents per hour. Effective upon adoption of this agreement by the Onondaga County Legislature, the shift differential shall be 75 cents per hour.

B. Applicability

Such shift differential shall be applicable to all regularly scheduled full-time shift employees covered by this agreement.

C. Limitations

Shift differential shall not be used in compounding overtime compensation premiums for regularly scheduled full-time employees.

Article 13

Meal Allowance

Employees covered by this agreement shall be entitled to a meal allowance of \$6.00 per meal when an employee has been called in to work on an overtime basis four (4) hours or more before the start of the scheduled shift or required to work on an overtime basis four (4) hours or more beyond the scheduled shift. However, employees who are provided an appropriate meal by the County under the working conditions set forth in this Article shall not be eligible for the meal allowance. Meal allowances shall be paid by the Employer through the payroll system.

Article 14

Longevity Premium

The County shall pay all regularly scheduled full-time employees who have completed 10, 15, 20 and (commencing January 1, 1970) 25 years, and for each five (5) year interval thereafter of full-time service with the County, a premium of \$125.00 in equal installments which are divisible by 26 or 52, during the year in which the employee first becomes eligible for the longevity premium.

Any employee covered by this agreement hired on or after February 15, 1973 shall not be eligible for such longevity premium.

Article 15
Employee Leave Benefits

A regular full-time employee covered by this agreement shall be entitled to the following leave benefits including but not limited to those set forth on the following Accrual Table. When leave time is requested and approved, and the employee is on such approved leave, all such days off must be charged to the approved leave category and may not be converted to any other leave category during such leave.

ACCRUAL TABLE

EMPLOYEE SCHEDULE	VACATION LEAVE				SICK LEAVE		PERSONAL LEAVE					
	11 days		16 days		17 days		22 days		10 days		3 days	
(Per 2 week Period)	1st anniversary - 4th anniversary		5th anniversary - 9th anniversary		10th anniversary - 14th anniversary		15th anniversary - and thereafter					
FULL TIME (80 hours)	3.39	88.00	4.93	128.00	5.24	136.00	6.77	176.00	3.08	80.00	.93	24.00
	hours per pay period	hours per year	hours per pay period	hours per year	hours per pay period	hours per year	hours per pay period	hours per year	hours per pay period	hours per year	hours per pay period	hours per year

Note: Leave time may not be used in increments of less than 15 minutes (.25)
 .25 = 15 minutes .50 = 30- minutes .75 - 45 minutes

Personal Leave

After one (1) full year of continuous service, and on each succeeding anniversary date, a regular full-time employee shall earn three (3) days of personal leave as set forth in the Accrual Table contained in this Article. Said leave must be approved at least twenty-four (24) hours in advance by the Department Head or his/her authorized designee.

Written application for said leave shall be made to the Department Head or his/her authorized designee stating the time and date of such requested leave.

Personal leave shall be taken in units of one (1) hour or greater.

Personal leave credits shall not accumulate. Any credits remaining unused at the end of the calendar year, subject to the approval of the Commissioner of Personnel, shall be converted into sick leave.

Personal leave shall not be earned during any payroll period where an employee is absent without pay more than 50% of the working days.

Jury Duty and Court Attendance

Upon showing proof of five (5) days in advance of a call to jury duty or to attend court pursuant to a subpoena or other court order not as a party to the litigation, an employee scheduled to work shall be granted leave with pay for such purpose by the department head, less any per diem compensation received by the employee in connection with the performance of jury duty. Employees who are placed on an "on-call" status by the jury shall be required to report for work if so scheduled and shall be released for jury duty in the event the employee is summoned.

Bereavement Leave

Regular full-time employees shall be granted leaves of absence with pay because of death in an employee's immediate family for up to four (4) working days. Immediate family is limited to spouse, parent, child, brother, sister, a person occupying the position of parent or child, or a close relative who is an actual member of the employee's household.

Leave with pay of two (2) working days may be granted to employees in the event of a death of the employee's mother- or father-in-law or brother- or sister-in-law.

Leave with pay of one (1) working day may be granted to employees in the event of death of other near relatives, limited to the employee's aunts, uncles, first cousins, grandchildren, and grandparents.

Vacation Leave

Vacation leave shall be earned by full-time employees in accordance with the Accrual Table contained in this Article.

Vacation leave shall be fully earned upon and may not be drawn until the employee's anniversary date. If desired, the employee may use five (5) days of the first year's entitlement upon completion of six (6) months of service. Vacation leave may be accumulated by an employee up to a maximum of thirty (30) days, subject to the approval of the Department Head and the Commissioner of Personnel. Any unused vacation leave exceeding said maximum accumulation, subject to the approval of the Commissioner of Personnel, prior to his/her anniversary date shall convert to sick leave.

If an observed legal holiday falls within an employee's vacation period, such day will not be charged against accumulated vacation leave credits.

Vacation leave credits shall not be earned or accumulated during any payroll period where an employee is absent without pay more than 50% of the working days.

Sick Leave

All regular full-time employees shall earn sick leave credits in accordance with the Accrual Table contained in this Article.

Sick leave credits shall not be used until an employee has completed six (6) payroll periods of continuous service.

Sick leave credits shall not be earned unless the employee is on full pay status for at least fifty (50) percent of the working days during the payroll period. Days during which the employee is using accumulated sick leave credits shall not be considered as days on full pay status for purposes of earning sick leave.

Unused sick leave credits shall accumulate up to a maximum of one hundred sixty-five (165) days. Upon attaining the maximum accumulation, sick leave is no longer earned.

When an employee is absent on sick leave, the employee shall report the same to the Department Head or his/her authorized designee no later than one (1) hour prior to the normal starting time. In cases of failing to report, said absence shall be considered as time off without pay unless excused by the Department Head.

Sick leave credits may be used by the employee in units of days, half days, or hours.

Sick leave credits, not to exceed a total of five (5) days in any calendar year, may be used for verified, serious illness in the employee's immediate family requiring care and attendance by the employee. Immediate family shall include spouse, parent, child, brother, sister, or any other relatives who are actual members of the employee's household.

A physician's statement verifying the employee's incapacity to perform the job duties shall be required upon the request of the Department Head for absence under the following circumstances:

- a. absence of three (3) consecutive work days or more;
- b. absence occurring on the employee's last scheduled work day before or the employee's first scheduled work day after holidays or vacations;
- c. absence on more than one holiday on which the employee is scheduled to work;
- d. absence on days which have been previously requested and disapproved.

Further verification of illness may be requested at the Department Head's discretion if the attending physician's statement is considered incomplete. If the employee fails to submit sufficient proof of illness when required to do so, or in the Department's Head judgment the submitted proof does not justify the employee's absence, such absence shall be considered time off without pay.

Upon return from sick leave of thirty (30) days or more, the employee shall submit to the Department Head a physician's statement attesting to the employee's recovery and physical fitness to perform the duties of his or her assignment.

Whenever possible, such as for scheduled hospital or office visits, requests for sick leave are to be made in written form and approved by the Department Head or authorized designee in advance of the date leave is to be taken. When sick leave credits have been exhausted, use of annual leave or personal leave may be approved at the discretion of the department head or authorized designee. Otherwise, such absences shall be without pay.

Workers Compensation

Employees covered by this agreement may be eligible for coverage and benefits provided under the New York State Workers Compensation Law. The Employer and Union agree that this section shall not be subject to the provisions of Article 25 - Grievance and Arbitration Procedure. However, the Employer and Union agree to meet and discuss disputes involving this section.

Military Leave

Employees covered by this agreement may be eligible for coverage and benefits provided under the New York State Military Law. The Employer and Union agree that this section shall not be subject to the provisions of Article 25 - Grievance and Arbitration Procedure. However, the Employer and Union agree to meet and discuss disputes involving this section within five (5) working days.

Childbirth Leave

A regular full-time employee may be entitled to a leave of absence without pay for childbirth as follows:

An employee covered by this agreement may be granted childbirth leave provided written notification is submitted to the Department Head at least four (4) weeks prior to her anticipated departure, stating the probable date of departure and duration of leave requested. Such leave may be granted for a period of up to six (6) months, and upon further written request by the employee indicating special circumstances for an extension the Department Head may extend the leave for an additional six (6) months. In no case shall the total period of leave exceed twelve (12) months.

In no case shall the employee be required to leave prior to childbirth unless in the opinion of the Department Head, her performance or attendance becomes unsatisfactory.

Accumulated sick leave credits may be used for any time during pregnancy, delivery, or recovery, when sickness or disability would prevent the employee from performing her normal duties at work. The provisions governing use of such leave pursuant to the Sick Leave section of this agreement shall apply when sick leave is used for this purpose.

Granting of childbirth leave shall not prevent the abolition of a position and/or termination of an employee due to reorganization, lack of funds or other reason unrelated to childbirth.

Leave for Civil Service Exams

Employees covered by this agreement holding permanent Civil Service status shall be granted time off with pay to take open competitive or promotional examinations for positions within the appropriate job family, if such examination is scheduled during the employee's regular working hours.

A provisional employee shall be allowed time off with pay to take the examination for the position in which he or she is serving provisionally, if such examination is scheduled during the employee's regular work hours. Employees will not be required to work eight (8) hours immediately preceding the examination, but shall instead be rescheduled to provide for this time off.

Terminal Leave

Upon resignation or retirement, an employee will receive a lump sum cash payment up to a maximum of twenty-one (21) days of earned and unused vacation, personal leave, and compensatory time credits provided that notice of resignation or retirement is on file in the Department of Personnel at least two (2) weeks prior to the employee's last day of work.

Should an employee be reinstated from resignation within one (1) year of such resignation, any unused sick leave credits, if any, which remained at the time of resignation shall be restored to the employee upon reinstatement. Upon reinstatement, the employee shall then become eligible to begin earning new vacation, personal, and sick leave days.

Extended Sick Leave

Regular full-time employees with five (5) or more years of satisfactory service may receive additional sick leave with full pay in the case of verified serious and protracted illness after all other leave credits have been exhausted. Such additional sick leave may be granted at the discretion of the Department Head and with the approval of the Commissioner of Personnel and shall be up to one (1) calendar month for those having five (5) years and up to ten (10) years employment, two (2) calendar months for an employee with ten (10) to fifteen (15) years of service, and a maximum of three (3) calendar months for an employee with fifteen (15) or more years of service. Extended sick leave may be utilized by eligible employees for the total entitlement as listed above, however, the entitlement may be granted only once during the employee's tenure.

A regular full-time employee may receive only one (1) entitlement during that employee's tenure. An employee who does not use the full entitlement for which he/she is eligible, may use the balance at a future date if necessary.

Effective upon adoption of this agreement by the Onondaga County Legislature, employees shall be limited to the present amount of Extended Sick Leave for which they are eligible and shall not be eligible for any new or additional amounts. Employees hired on or after the date of adoption of this agreement by the Onondaga County Legislature shall not be eligible for any extended sick leave.

Leave Transfer Program

Employees shall be permitted to participate in the Leave Transfer Program subject to the rules, regulations, and standards promulgated by the Employer.

Article 16
Attendance Premium

A. As an incentive for employees of this unit to further improve attendance, to further reduce the excessive or unwarranted absentee rates and to continue to foster high standards of productivity and accountability among said employees, the Employer agrees to grant to all regularly scheduled full-time employees covered by this agreement an attendance premium according to the following schedule:

0 hours used in one year = \$300
more than 0 - 8 hours used in one year = \$253
more than 8 - 16 hours used in one year = \$210
more than 16 - 24 hours used in one year = \$171
more than 24 - 32 hours used in one year = \$136

B. Computation of eligibility and payment of said bonus shall be made on a calendar year basis (January 1 through December 31) and shall occur as soon as practical in the calendar year subsequent to the calendar year in which said bonus is earned. Bonus payments shall be made by the Employer in a separate check on or before March 1 of each contract year.

C. Employees must be hired and on the payroll in the calendar year prior to the calendar year for which the Premium is to be earned.

D. Any employee who fails to maintain active payroll status during the course of any calendar year in which he/she may be eligible for the Attendance Premium shall be deemed ineligible for said Premium for that year.

E. Members shall be eligible to earn and receive only one (1) attendance premium in a calendar year.

Article 17
Retirement

The County agrees to provide Section 75(i), Section 41(j) (Sick Leave Credits and Retirement) and Section 41(k) (World War II Veteran Service Credits) of the New York State Retirement and Social Security Law for all eligible employees covered by this agreement.

Article 18
Health and Dental Benefits

Health Benefits

The Employer agrees to provide health benefits coverage to regular full-time members of the bargaining unit who submit the requisite enrollment card under the Onondaga County Health and Wellness Program (hereinafter "OnPoint Program").

Enrolled members shall contribute in the amount equal to ten (10) percent per month of the premium equivalent rate established for the OnPoint Program for individual coverage and ten (10) percent per month of the premium equivalent rate established for family coverage. The Employer shall collect such contributions by payroll deductions.

The Program shall establish eligibility for health benefit plan benefits on the first day of the fourth month following the date of active full time employment or application for enrollment.

The Program shall provide that health benefit coverage shall terminate at the end of the calendar month in which eligibility or employment terminates.

The County agrees to provide the premium equivalent rate of the OnPoint Program for those employees who elect to enroll in a duly authorized prepaid health plan (PHP) or health maintenance organization (HMO).

Dental Benefits

The County agrees to provide dental benefit coverage under the Onondaga County Dental Benefits Program plus 100% prosthetic coverage to all regular full-time employees in the bargaining unit who submit the requisite enrollment card. Enrolled employees shall contribute \$5 per month for individual coverage. Enrolled employees shall contribute in the amount equal to 20% per month of the premium equivalent rate established by the Employer for dependent coverage. In the event that increases in the premium equivalent rate are established by the Employer, the amount contributed by enrolled members shall increase accordingly. The Employer shall collect such contribution by payroll deduction.

The calendar year maximum for dental benefits reimbursement shall be \$1,000 per person enrolled in the Onondaga County Dental Benefits Program.

The Onondaga County Dental Benefits Program shall require a co-payment of \$8.00 per office visit to be made by enrolled members and dependents for all office visits to participating dental providers.

Applicability

- A. The County reserves the right to self-insure, alter insurance plans or change insurance or benefit carriers provided that any new plan or change shall be the same as or improve the coverage and/or benefits as provided by the above-stated plans.
- C. No employee shall be eligible for health or dental benefits provided herein both as an employee and as a dependent or if enrolled as a dependent under any other health or dental benefit program provided by or offered through the Employer.

Article 19

Long Term Disability Benefits

- A. The Employer agrees to provide coverage under a group long term disability program to regular full-time employees who submit the requisite enrollment card.
- B. Additional "buy up" periods of 120 days, 90 days and 60 days, where available, shall be offered as options for the employee. The cost of coverage shall be paid for by the employee.
- C. The Employer reserves the right to self-insure, alter benefit plans or change benefit carriers provided that any new plan or change shall be the same as or improve the coverage or benefits.

Article 20

Joint Labor-Management Program

With the express purpose of fostering a harmonious relationship, the administration of the employees covered by this agreement in their respective departments and agencies and the duly authorized representative of the union shall establish a Joint Labor-Management Program for the purpose of providing communications and discussion for attempted resolution of employment problems between the respective administrators and the employees.

Article 21

Informational Notification

The County agrees to post in the appropriate locations information concerning available job openings within the departments of Facilities Management, Van Duyn Home and Hospital, and Corrections as they would directly pertain to members of this bargaining unit. The parties further understand and agree that this paragraph shall not be subject to the provisions of Article 25 contained herein.

Article 22
Joint Education and Training Committee

Recognizing the value and necessity of continuing training and education as it relates to the technical expertise and skills necessary to operate and service the equipment and apparatus used by the Employer, the parties agree to establish a Joint Education and Training Committee in order to recommend and/or devise job related programs and courses of continuing advanced training and education for bargaining unit employees. Such training and education is intended to include the knowledge, skills and abilities necessary for promotions within the bargaining unit. Such training and education is subject to and conditioned upon any and all budgetary limitations and/or restrictions established by the Employer.

Article 23
Continuing Education and Training Program

Employees who are approved and authorized by the Employer to attend or receive training and education as may be approved by the Employer shall be reimbursed for receipted expenses for registration fees, tuition and course materials which may be incurred. Such training and education is subject to and conditioned upon any budgetary limitations and/or restrictions established by the Employer.

Article 24
Physical Examinations

- A. During each contract year, members shall be permitted to exchange one (1) accrued sick leave day in return for reimbursement by the Employer for the cost of one (1) physical examination. Examinations must be conducted by a duly licensed medical doctor. Reimbursement by the Employer shall be limited to the cost of the examination or the value of the sick day, whichever is less.
- B. Such exchange shall not be accountable under Article 16 - Attendance Premium provided that the employee has an accrued sick leave balance of at least one (1) day.
- C. The Employer shall provide tuberculosis (TB) tests for employees in the Department of Facilities Management who are assigned to work in the Onondaga County Justice Center on a regular basis. The tests shall be provided in the same manner and extent as those presently provided to employees in the Department of Correction and Department of Long Term Care Services. The department and Union shall jointly determine eligibility for the tests by mutual agreement.

Article 25
Grievance and Arbitration Procedure

General

- 1. It is the intent of this Article to promote and provide for a mutually satisfactory procedure for the peaceful settlement of grievances arising out of the interpretation or application of the terms of this agreement.

2. The Union shall have the right to present grievances to the County on behalf of bargaining unit employees. Employees shall have the right to be represented by the local representative at all stages thereof, provided however, that an employee may not be represented by any person(s) representing any other labor organization.
3. Probationary Employees - It is agreed by and between the parties that any employee covered by this agreement working in a probationary status, other than probationary status due to a promotion, may be disciplined or discharged at the sole discretion of the County and shall not have the right to relief pursuant to the grievance procedures as contained herein. Nothing herein shall be construed to limit or restrict the rights of the Employer under the Onondaga County Department of Personnel Rules for Classified Service or the Civil Service Law of the State of New York.
4. The time limits set forth in this Article are of the essence. They may, however, be extended by mutual written agreement of the parties.

The failure of the Union or grievant to proceed within the time limit set forth shall terminate the grievance at that step. The failure of the County to answer within the time limit set forth will advance the grievance to the immediate next step of the grievance procedure upon written notice to the County.

5. 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 which is subject to complaint.

Definitions

1. "Grievance" shall be defined as a claimed violation, misinterpretation or an inequitable application of a specific and express term of this agreement.
2. "County" shall mean the County of Onondaga.
3. "Employee" shall mean any person employed by the County of Onondaga and described in the bargaining unit pursuant to Article 5 of this agreement.
4. "Local Representative" shall mean that individual as defined by Article 4 contained herein.
5. "Immediate Supervisor" shall mean the person at the next higher level of authority in a non-bargaining unit title who is assigned supervisory or managerial responsibility for an employee covered by this agreement. The Employer shall notify the Union of the person designated as the Immediate Supervisor in each department.

Grievance Procedure

Step 1:

- A. A grievance initiated under this agreement shall be presented orally or in writing by the aggrieved employee to the Immediate Supervisor within ten (10) days from the occurrence of the alleged grievance or within the ten (10) days from the employee's knowledge of the alleged grievance.

- B. The grievant's immediate supervisor shall respond to the grievant in writing within five (5) working days after receipt of the written grievance or after the oral presentation of the grievance.

Step 2:

- A. In the event that the grievance is not adjusted under Step 1, the local representative and the aggrieved employee may request within five (5) days from the date of the answer from Step 1 for a review of the alleged grievance with the department head or his authorized designee.
- B. The department head or his authorized designee shall within five (5) working days following said request, schedule a review of the matter at which time the aggrieved employee and the local representative may appear and present oral and written statements and thereafter the department head shall answer in writing within ten (10) working days from the date of the hearing.
- C. Upon request the time limits may be waived due to the absence of the local representative.

Step 3:

In the event that the grievance is not adjusted under Step 2, the aggrieved employee and the local representative shall notify the County through the Division of Employee Relations within five (5) days from the grievant's receipt of the decision of Step 2. Thereafter, the Director of Employee Relations shall schedule a meeting with the aggrieved employee, his local representative and/or general representative, if any, within ten (10) working days after the notification from Step 2. Within ten (10) working days after the conclusion of the Step 3 meeting, the Director of Employee Relations shall render his decision in writing to resolve the matter.

Step 4:

- A. In the event that the grievance is not adjusted at the conclusion of Step 3, either party may request the appointment of an arbitrator from the American Arbitration Association, State Mediation Board or Public Employment Relations Board within five (5) days after receipt of the decision rendered at the conclusion of Step 3.
- B. It is understood by the parties that the cost of such arbitration shall be borne equally by the parties.
- C. The arbitrator shall not have jurisdiction or authority to add to, modify, detract from or alter in any way the provisions of this agreement or any amendment or supplement thereto, or to add new provisions of this agreement or any amendment or supplement thereto. The parties agree to abide by the rules and regulations of the agency selected to administer the arbitration proceeding.
- D. If the grievance concerns matters not covered by this agreement or the procedures contained herein have not been adhered to, said grievance shall be returned to the parties to the proceeding.
- E. Monetary awards applied retroactively shall not exceed thirty (30) calendar days prior to the initiation of the alleged grievance with the Employer.

Article 26
Discipline and Discharge

The following procedure shall be the exclusive procedure utilized for disciplinary and discharge matters for misconduct or incompetency for all permanent employees covered by this agreement who have satisfactorily completed the initial probationary period with the Employer as provided by local Civil Service Rules and Regulations.

It is the intent of this section to provide for a swift and judicious alternative for handling discipline and discharge matters in lieu of Section 75 and 76 of the Civil Service Law.

Further, the Employer shall follow a policy of progressive discipline, however, this progressiveness shall not preclude the Employer from advancing discipline and disciplinary penalties. If the Employer has any reason to reprimand an employee it shall be done in a manner that will not unduly embarrass the employee before other employees or the public.

Disciplinary action shall include but is not limited to oral reprimands, written reprimands, suspensions, discharge, demotion, monetary fines (except in cases where the incident for which disciplinary action is being taken involves an emergency), or any combination thereof or other such penalties as may be deemed appropriate by the Employer.

Employees will be presumed innocent until proven guilty and the burden of proof shall be the Employer's.

The disciplinary procedure shall be as follows:

1. Upon receipt of the written charges and the disciplinary action proposed to be taken, with a copy to local representative, the employee may, within five (5) working days request the opportunity to meet with the department head or his designee to informally discuss the alleged misconduct and/or proposed discipline. Any settlement agreed upon shall be in writing subject to the approval of the Division of Employee Relations and shall be final and binding upon all parties. A copy of one settlement made at this stage shall be sent to the Union's office.
2. Upon receipt of the written charges and the disciplinary action to be taken, the employee within five (5) working days may appeal the disciplinary action taken by filing a grievance through the Union which shall be treated as a Step 3 grievance in accordance with Article 25 of this agreement. The grievance shall be in writing and shall set forth the reasons for contesting the charges and/or discipline and any mitigating circumstances.
3. Within five (5) working days of the decision rendered pursuant to Step 3, the employee may proceed to Step 4 of the grievance procedure in accordance with Article 25 of the agreement except that the arbitrator in a disciplinary matter shall be limited to determining the guilt or innocence of the employee and the appropriateness of the proposed penalty. Failure to file a grievance within the time frame herein above specified shall constitute acceptance of the penalty as proposed by the Employer by the employee and settle the matter in its entirety.

The disciplinary arbitrator shall not be restricted to the contractual limits on discipline and shall have the authority to devise an appropriate disciplinary action including increasing or decreasing the discipline sought by the Employer.

4. Prior to the completion of the steps and procedures herein specified, an employee may be suspended without pay or other appropriate disciplinary procedures may be imposed, if the department head has determined that the employee's continued presence may be a potential or actual danger to persons or property or may interfere with the efficient operation of the department.

An employee suspended without pay or upon whom other disciplinary procedures have been imposed, may demand at any time during his suspension, a hearing before the department head, his designee and a representative from the Division of Employee Relations to contest the appropriateness of the suspension or other disciplinary action. Said demand shall be in writing and delivered to the office of the department head. The department head or his designee shall hear the employee no later than two (2) working days after receipt of the written demand and the determination of the department head or his designee shall be made no later than one (1) working day after the completion of the hearing and shall be final subject to the following paragraph.

If the disciplinary arbitrator determines such part of all of the suspension or other disciplinary procedures was unwarranted, the employee shall be reinstated and compensated for all, part or no compensation for time lost without loss of seniority, less any compensation which may have been received in other employment or in the form of any federal, state or local benefits.

Article 27 Conformity to Law

This agreement and its component provisions are subordinate to any present or future laws and regulations. If any Federal or New York law or regulation, or the final decisions of any Federal or New York court or administrative agency, affects any provision of this agreement, each such provision will be deemed amended to the extent necessary to comply with such law, regulation or decision, but otherwise this agreement will not be affected.

Article 28 Ratification of Agreement

It is understood between the parties that no provisions contained within this agreement are binding upon either party until this agreement has been reduced to writing, ratified by the Union and duly approved, ratified and executed by the Onondaga County Executive and the Onondaga County Legislature.

It is further understood between the parties that the Onondaga County Legislature reserves the right to approve or reject any provisions of this agreement together with the whole thereof.

Article 29
Productivity - Efficiency Clause

The International Union of Operating Engineers, Local 71-71A, and the County recognize the paramount importance of delivering the public service in the most courteous, efficient and effective manner.

The Union agrees that the County has complete authority over the policies, regulations and administration of its departments under the provisions of law, including the establishment of work rules and regulations not inconsistent with the terms of this agreement. It is hoped that appropriate standards developed by usual work measurement procedures may be used to determine acceptable work performance levels, prepare work schedules and to measure the performance of each employee or group of employees.

Since experience indicates that it is important to involve employees in the process of implementation, the Union hereafter agrees to meet with the Division of Employee Relations for the purpose of assisting in the development and implementation of such procedure.

The parties further agree to cooperate in the development and implementation of a training program to improve the effectiveness and efficiency of employees and to enhance their job satisfaction.

Article 30
Tardiness/Attendance Rule

Tardiness will not be tolerated and will result in loss of pay as determined by the following schedule:

<u>Tardy/Absent</u>	<u>Loss of:</u>
0 minutes through 7* minutes accumulated/payroll period	= 0
8 minutes through 22* minutes accumulated/payroll period	= 15 minutes
23 minutes through 37* minutes accumulated/payroll period	= 30 minutes
38 minutes through 52* minutes accumulated/payroll period	= 45 minutes
53 minutes through 60* minutes accumulated/payroll period	= 60 minutes

The foregoing schedule shall also apply for purposes of pay deduction in instances of stopping work or leaving work area prior to the end of a work shift without authorization.

In addition to the loss of pay, employee tardiness and attendance will be subject to review for disciplinary action up to and including discharge. *Cumulative per/day/payroll period.

Article 31
Terms of Agreement

The terms of this agreement and each of its provisions, unless expressly modified herein, shall be effective as of the date of adoption by the Onondaga County Legislature and shall continue in full force and effect until December 31, 2000 unless expressly modified herein. Retroactivity of benefits shall only be applicable to Article 8 - Salaries and Article 10 - Overtime Compensation Premium.

For the International Union
of Operating Engineers,
Local 71-71A, AFL-CIO

For the County of Onondaga

James M. Mather

X Nicholas J. Puro

John F. Palmer

Peter J. Scrima

Henry S. Wood

DATED THIS 9 DAY OF
February, 1998 AT
SYRACUSE, NEW YORK

APPROVED AS TO FORM:

County Attorney

1998 FEB 16 PM 3:22

COUNTY OF CINCINNATI



DEPARTMENT OF PERSONNEL
DIVISION OF EMPLOYEE RELATIONS

JOHN H. MULROY CIVIC CENTER
421 MONTGOMERY STREET - 5TH FLOOR
SYRACUSE, NEW YORK 13202

315-435-3455

NICHOLAS J. FERRO
COUNTY EXECUTIVE

PETER TROIANO
DIRECTOR

August 23, 1994

Mr. Michael J. Scahill
Business Representative
IUOE, Local 71-71A
510 Lyell Avenue
Rochester, NY 14606

RE: Personally Fitted Protective Equipment

Dear Mike:

This will confirm our agreement of August 18, 1994 concerning the above matter.

For purposes of our agreement, "personally fitted protective equipment" shall be defined as safety work boots or shoes and eye protection containing prescription lenses.

The Employer and Union agree that in the event that the Employer is required by the New York State Department of Labor, Occupational Safety and Health Bureau to comply with or enforce safety rules or regulations requiring members of this unit to wear personally fitted protective equipment as defined herein, the terms of any agreement in effect between the Employer and any other employee organization involving personally fitted protective equipment shall be applied to members of this unit. In the event that no agreements exist, the Employer and Union shall meet to negotiate over the impact of the requirement to comply with or enforce such safety rules or regulations.

Sincerely,

Agreed and Confirmed:

Handwritten signature of Peter Troiano in cursive.

Peter Troiano
Director of Employee Relations

Handwritten signature of Michael J. Scahill in cursive, dated 9/15/94.
Michael J. Scahill

PT/dm

AGREEMENT

This AGREEMENT made this 23 day of SEPTEMBER, 1994 by and between the COUNTY OF ONONDAGA (hereinafter "Employer") and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 71-A-5 (hereinafter "Union").

WITNESSETH

WHEREAS, the Employer and Union are parties to a collective bargaining agreement effective JANUARY 1, 1994 through DECEMBER 31, 1996, setting forth terms and conditions of employment for all employees represented by the Union working at the DEPARTMENT OF LONG TERM CARE SERVICES. (VAN DUYN) of the Employer; and

WHEREAS, the Employer and Union have met and discussed the establishment of a twelve (12) hour work shift schedule program and are now prepared to proceed with its implementation.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

- 1) The work schedule attached hereto as Schedule II shall be in effect for the term of this agreement.
- 2) The provisions of the current collective bargaining agreement covering the following terms and conditions of employment shall be considered modified in application to the union employees of the Department of Long Term Care Services (Van Duyn) and to conform with the twelve (12) hour work shift schedule including, but not limited to the following.

Normal Work Day - shall not exceed 12, 8, or 4 consecutive hours in any one 24 hour period, as the normal work schedule dictates.

Normal Work Period - shall be 40 hours in any seven (7) day consecutive period.

Regular Compensation Rate - shall be paid for all hours worked in a normal work day of 12, 8, or 4 hours, or normal work period of 40 hours per week.

Overtime Compensation Rate - shall be paid at the rate of 1-1/2 times the regular compensation rate for hours worked in excess of 12, 8, or 4 hours in any normal working day or 40 hours in any normal work period (7 days). Except for emergency situations, at no time will an employee work more than 16 consecutive hours.

Holidays and Holiday Premium - shall be paid on the basis of a normal work day of eight (8) hours. Scheduled days off that fall on an observed holiday shall be paid at the regular compensation rate of eight (8) hours. Scheduled vacation days that fall on an observed holiday shall be paid at the regular compensation rate of eight (8) hours without charge to vacation leave accruals.

Sick Call-Ins - Employee must call in two (2) hours before their regular scheduled shift, if working evenings, nights, or weekends. Day employees must call in one (1) hour before the start of their regular scheduled shift.

Meal Allowance - shall be paid at the rate of \$6.00 on the basis of a normal work day of 12, 8, or 4 hours, when an employee has been called in or has to work on an overtime basis of four (4) or more hours before or beyond their scheduled shift.

Employee Leave Benefits - for the following benefits, employees shall earn leave benefits in units of hours based on the formula (number of days in contract x 8 hours = number of hours of benefits):

Sick Leave - Four (4) hours per payroll period of continuous service up to a maximum of twelve (12) days (96 hours) per calendar year.

Vacation Leave - 11 days per year x 8 hours = 88 hours
15 days per year x 8 hours = 128 hours
17 days per year x 8 hours = 136 hours
22 days per year x 8 hours = 176 hours

Personal Leave - 3 days per year x 8 hours = 24 hours

Terminal Leave - 21 days per year x 3 hours = 63 hours

The remaining Employee Leave Benefits (Extended Sick Leave, Bereavement Leave, Jury Duty and Court Attendance, Civil Service Examination, and Childbirth Leave) shall be administered on the basis of a normal work day of 12, 8, or 4 hours.

All other rules, conditions, and requirements pertaining to Employee Leave Benefits shall remain in full force and effect unless otherwise agreed upon by the parties.

Meal Break/Rest Break - shall be in accordance with the following schedule:

<u>4 Hour Shifts</u>	
(7 - 11 a.m.)	1 - 15 minute break
(11 a.m. - 3 p.m.)	1 - 30 minute meal break
<u>8 Hour Shifts</u>	1 - 15 minute break plus
	1 - 30 minute meal break
<u>12 Hours Shifts</u>	2 - 15 minute breaks plus
	1 - 30 minute meal break

All breaks are to be taken in accordance with the needs and responsibilities of the Department.

Shift Differential - shall apply for all hours worked after 1500 hours and before 0700 hours; except regularly scheduled day employees i.e. 0800 - 1600 hours no shift differential until after 1600 hours.

Attendance Premium - the following schedule shall be applied in lieu of the schedule set forth in Article XVI of the current collective bargaining agreement.

0 hours used in one year	= \$300
more than 0 - 8 hours used in one year	= \$253
more than 8 - 16 hours used in one year	= \$210
more than 16 - 24 hours used in one year	= \$171
more than 24 - 32 hours used in one year	= \$136

Personal and Vacation Leave Time Notification - Employee must notify the supervisor in writing at least three (3) working days prior to the requested leave date, leave must have supervisors approval.

Shift Rotation - shall be implemented every 28 days, i.e. day 12 hour work shift will switch with corresponding night 12 hour shift.

3) The Employer and Union expressly agree that this agreement shall apply exclusively to all bargaining unit employees working at the Department of Long Term Care Services (Van Duyn) only.

4) The Employer and Union enter into the 12 hour work shift schedule program with concerns about the effect it would have on employee productivity and safety. The parties agree to monitor these factors and to meet under the Joint-Labor Management Committee format to address these matters as necessary.

5) The Employer and Union agree that at any time during the term of this agreement, either party, upon written notice to the other, may cancel the 12 hour work shift schedule program and return to the previous work shift schedule which shall take effect 30 days after receipt of such notice. In the event such notice is given, the Employer and Union agree to meet to discuss the reasons for the cancellation prior to the effective date.

6) This agreement constitutes the entire agreement between the Employer and Union on the 12 hour work shift schedule program. During its life, neither party will be obligated to collectively negotiate with respect to any subject or matter referred to or covered in said agreement or with respect to any subject or matter not specifically covered in it. In reaching this agreement, the Employer and Union have considered all matters lawfully subject to collective negotiation. This

agreement may be amended, supplemented or renewed only by further written agreement between the parties. A party desiring amendment, supplement or renewal will notify the other party in writing stating the circumstances of the amendment, supplement or renewal desired, but the other party will not be obligated to discuss or agree to such proposed amendment, supplement or renewal. Any amendment, or supplement agreed upon by the parties shall become effective thirty (30) days after the date of agreement.

7) The terms of this agreement and each of its provisions shall become effective on SEPTEMBER 23, 1994 by the signature of the parties below and shall continue in full force and effect through DECEMBER 31, 1996.

For the Union:

Michael J. ... 9/15/94

Ray A. Wood 1 1

Robert B. 1 1

For the Employer:

Donald Brown 10/3/94

Peter ... 9/24/94

1 1