AGREEMENT

BETWEEN

MONROE COUNTY

AND

THE CIVIL SERVICE EMPLOYEES ASSOCIATION

MONROE COUNTY EMPLOYEE UNIT, LOCAL 828

2000 - 2003

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AGREEMENT

This agreement entered into this 14th day of December, 1999, by and between Monroe County, a municipal corporation with offices in the County Office Building, 39 West Main Street, Rochester, New York, hereinafter called the "County", and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Monroe County Employee Unit, Local 828, hereinafter referred to as the "Union."

ARTICLE 1 - PREAMBLE

The County and the Union declare it to be their mutual policy that in order to promote harmonious labor relations between the County and its employees, the principle of collective negotiations is to be employed pursuant to the New York State Public Employees' Fair Employment Act and that no Article or Section in this contract is to be construed to be in violation of New York State Civil Service Law. Both parties to this agreement, furthermore, affirm that public employment is to be regarded as a lifelong career and that as such the terms, conditions of employment and working conditions shall be of the highest caliber to attract and maintain in employment with Monroe County the best personnel available. We furthermore affirm that each employee shall at all times be a dedicated, courteous and representative of public employment, realizing full well that he is under the constant scrutiny of the public at large, and that he is performing an essential service private enterprise cannot undertake. Recognizing the moral principles inherent in Federal legislation, we hereby agree not to limit employment with the County or membership in the Unit to any person because of their sex, race, color, creed or national origin.

The Union pledges its full cooperation to the County for purposes of implementing the Monroe County Affirmative Action Policy. In the event of a conflict between such policy and the specific and express provisions of this agreement, the contractual provisions shall prevail.

The County and the Union agree to consult in respect to any Affirmative Action problem which may arise, with a sincere effort to resolve such problem.

ARTICLE 2 - RECOGNITION

SECTION 2.1: The County recognizes the C.S.E.A. as the sole and exclusive representative for all employees described in Article 3 for the purpose of collective bargaining and processing of grievances for the maximum period defined in the Taylor Act. In no event shall such sole and exclusive representation exceed the duration of this contract.

SECTION 2.2: The County shall accord the Union separate deductions on its payroll for membership dues as authorized by the employees in writing to the Department of Human Resources. The County shall also accord the Union separate deductions on its payroll for the insurance plans of the Unit, not to exceed four (4) in number.

No other unrecognized employee organization shall be accorded any such payroll privilege.

SECTION 2.3: Effective upon execution of this agreement, the County shall deduct from the wages of each employee who is not a member of the Union an Agency Shop fee equivalent to the regular dues levied by the Union in accordance with the provisions of Section 208 (3) (b) of the Civil Service Law and to remit such Agency Shop fees in accordance with Section 2.2 of this article.

SECTION 2.4: The C.S.E.A. shall indemnify and save the employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or for reason of action taken by the employer, in reliance upon payroll deduction authorization cards submitted by C.S.E.A. to the employer.

SECTION 2.5: The C.S.E.A. affirms that it does not assert the right to strike against the County, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike or concerted withholding of services.

ARTICLE 3 - COLLECTIVE BARGAINING UNIT

SECTION 3.1: A general unit consisting of all County employees in pay groups 16 and below, employees of the Sheriff's Department Supervisory Section as set forth in Article 51, Section 51.1, and employees working in an out-of-title assignment in pay group 17 and above, with the following exceptions:

(1) Part-time employees
(2) Seasonal employees
(3) Temporary employees
(4) Employees classified as Managerial and/or Confidential as defined in the Act or as agreed to between the parties to this agreement
(5) Unclassified employees
(6) Employees represented by other negotiating units
(7) Per diem employees

SECTION 3.2: Definitions: A part time employee shall be defined as one who is regularly scheduled to work less than twenty-five (25) hours per week.

A seasonal employee is defined as one who is employed in a seasonal type position for a portion of a year only.

A temporary employee is defined as one who is employed in a temporary position which is not intended to be ongoing.

Unclassified employees are as defined in Section 35 of Civil Service Law, e.g., elected officials; officers and employees of the County Legislature; appointing authorities;

members, officers, and employees of the Board of Elections.

SECTION 3.3: The County agrees that any new title created which may be within the bargaining unit shall be submitted in writing to the unit president. The salary group of any title created within the bargaining unit of the Union shall be determined by the County of Monroe. If there is disagreement regarding the County's determination of the salary group attached to such new title, the County agrees to enter into discussions with the Union.

The County agrees to notify the CSEA Unit President in writing of any proposed, new bargaining unit title or any proposed change in a Civil Service job description for a bargaining unit title prior to action by the Civil Service Commission.

ARTICLE 4 - COMPENSATION

SECTION 4.1: Effective with the first pay period of 2000, each employee shall receive an increase equal to the Consumer Price Index (as set forth below), with a minimum of 2.5%, and a maximum of 3.5%.

SECTION 4.2: Effective with the first pay period of 2001, each employee shall receive an increase equal to the Consumer Price Index (as set forth below), with a minimum of 2.5%, and a maximum of 3.5%.

SECTION 4.3: Effective with the first pay period of 2002, each employee shall receive an increase equal to the Consumer Price Index (as set forth below), with a minimum of 2.5%, and a maximum of 3.5%.

SECTION 4.4: Effective with the first pay period of 2003, each employee shall receive an increase equal to the Consumer Price Index (as set forth below), with a minimum of 2.5%, and a maximum of 3.5%.

The Consumer Price Index to be used for the above salary schedule increases shall be the national CPI-U index (All Urban Consumers), unadjusted, for the 12-month period of July 1--June 30, as published by the U.S. Bureau of Labor Statistics. Thus, the wage increase for 2000 (effective pay period 1) will be the national CPI-U index for July 1, 1998--June 30, 1999, subject to the minimum and maximum stated above. Wage increases for 2001, 2002, and 2003 shall be set in the same manner, based upon the previous July 1--June 30 period.

SECTION 4.5: All employees coming on the payroll of the County shall be hired at Step "X" of the salary schedule, or at a higher step at the discretion of the County Executive or designee. The County agrees to notify the Union in writing in respect to any employees who have been hired at a step higher than "X."

An employee commencing at Step "X" of the salary schedule shall, upon satisfactory completion of the probationary period, be upgraded to Step "A," effective with

the first payroll period following the end of the probationary period.

An employee commencing employment at a step higher than "X" of the salary schedule shall upon satisfactory completion of one (1) year of service be upgraded to the next step of the salary schedule.

SECTION 4.6: When employees are promoted to a job title having a higher salary range, they shall, upon promotion, be paid the salary step in the higher pay group which is immediately above the salary being received in the old title, plus one additional step. (See agreement, dated September 28, 1999, attached to this contract, for certain exceptions.) Employees who move to a new title without a change in pay group shall, for purposes of increment evaluation, retain their anniversary date prior to the title change.

SECTION 4.7: An employee whose check is lost shall, upon completion of a certification of a lost check, be issued another check within five (5) working days of reporting the incident.

Employees in pay group 7 and below who receive an incorrect paycheck shall receive a "makeup" check within five (5) working days of reporting the incident.

Employees in pay group 8 and above who receive an incorrect check which is short Fifty Dollars ($50) or more shall receive a makeup check within five (5) working days of reporting the incident. If the incorrect check is short less than Fifty Dollars ($50), the shortage shall be made up on the following payday.

SECTION 4.8: Pay days shall be bi-weekly on Friday. If the pay day falls on a holiday, the preceding work day shall become the pay day.

SECTION 4.9: All County of Monroe employees' pay checks will show the number of hours worked and the overtime hours worked.

SECTION 4.10: The results of any comparable worth study involving employees covered by this agreement shall be made available to CSEA. The County shall meet and confer with the Union as to the results as well as any implementation of corrective action necessary.

SECTION 4.11: Effective January 1, 1990, the classification of "30-hour Cleaner" shall be abolished and employees in that classification shall be moved to the classification of "Cleaner," pay group 1. The employees affected shall have the option of working a regular 30-hour schedule, should they so desire.

SECTION 4.12: The pay groups for Public Health Nurse (group 12), Assistant Supervisor PHN (group 13), Supervising PHN (group 15), Health Services Coordinator (group 15), Respiratory Therapy Technician-Grade 1 (group 10), Registered Nurse (group 11), Nurse Manager (group 13), Nursing Supervisor (group 14), Nurse Clinician (group 15), Nurse Practitioner (group 15), Pediatric Nurse Specialist (group 11), Supervising Nurse (group 14), Court Nurse (group 12), Senior Court Nurse (group 14), and Registered Nurse--

College (group 14) shall be extended by two steps equal to 2% each, effective with the first pay period of 1991.

ARTICLE 5 - DIRECT PAYROLL DEPOSIT

SECTION 5.1: Employees may elect to have their paycheck deposited or a partial deduction (for savings only) made directly into a savings or commercial bank which shall be selected by the employee from among the various banks which have been approved to participate in the direct-deposit program by the County.

ARTICLE 6 - MANAGEMENT RIGHTS

SECTION 6.1: The County Legislature, on its own behalf and on behalf of the electors of the County, hereby retains and reserves unto itself all right, power, authority, duty and responsibility conferred on and vested in it by the laws and Constitution of the State of New York and/or United States of America.

The exercise of any such right, power, authority, duty or responsibility by the County Management on behalf of the County Legislature and the adoption of such rules, regulations and policies as it may deem necessary shall, as they apply to employees represented by the C.S.E.A., be limited by the specific and express terms of this agreement, and subject to the grievance procedure.

ARTICLE 7 - PERSONNEL RULES

SECTION 7.1: The County has the right to adopt additional personnel rules which are not in conflict with the provisions of this agreement.

SECTION 7.2: The County agrees to conform to the specific and express provisions of this agreement, for the term of this agreement and will not alter or modify any such provision without negotiating with the Union prior to any such modification or alteration.

ARTICLE 8 - RETENTION OF BENEFITS

SECTION 8.1: All benefits previously enjoyed by the employees are continued herein unless otherwise modified.

SECTION 8.2: Subsequent to June 20, 1978, any newly created benefits not provided for in this agreement shall become binding upon the County under the following circumstances:

The Department of Human Resources must be notified in writing by either the Department Head or the Union, of the establishment of an employee benefit not covered by

the agreement.

If within ten (10) working days following the receipt of notification from either the Department Head or the Union of the establishment of an employee benefit no action is taken by the Department of Human Resources, the establishment of such employee benefit shall become binding upon the County and continue for the duration of this agreement.

In notification to the Department of Human Resources, the Department Head shall simultaneously send a copy of such notification to the President of the Union. If the Department Head fails to do so, the Department of Human Resources shall supply a copy to the President of the Union.

ARTICLE 9 - WORKING CONDITIONS

SECTION 9.1: The County shall notify the Union at least seven (7) days in advance of any policy change which affects the terms and conditions of employment, except where such change is required because of an emergency over which the County has no control.

SECTION 9.2: The County agrees to reimburse employees for damages to clothing, eyeglasses or time pieces when damages are a direct result of a physical assault upon the employee due to client contact in the course of County business.

A maximum of Seventy-Five Dollars ($75.00) will be reimbursed to the employee under the following conditions:

1. The incident must be promptly and fully documented.

2. The incident must be promptly reported to a police agency and a police report must be submitted; and,

3. The damages are not otherwise recoverable.

SECTION 9.3: At the discretion of the Department Head or designee, reimbursement will be made to an employee (to a maximum of $75) for repair or replacement to clothing, eyeglasses, or time pieces, where the damage resulted from a work function, under the following conditions:

1. The incident must be promptly reported and fully documented;

2. The damages are not otherwise recoverable.

SECTION 9.4: Effective January 1, 1996, the County will reimburse to any employee who is required by the County to wear safety shoes seventy-five percent (75%) of the cost of safety shoes, to a maximum of seventy-five dollars ($75) for one pair per year, upon submission of receipt of purchase. Any employee failing to wear required safety shoes shall be subject to disciplinary action.

Section 9.5: Employees who are volunteer members of a fire department or ambulance squadron may, when engaged in an emergency, report to work late and may use leave credits for such absence. Employees shall report the need for such absence to their supervisor as soon as possible.

Section 9.6: When new license requirements are imposed that affect employees then on the payroll, such as by local, state, or federal governments, the first additional cost of such requirements will be paid by the County. Subsequent fees will be paid by the employees.

ARTICLE 10 - WORK WEEK

SECTION 10.1: The basic work week shall be forty (40) hours, except as set forth in the agreement, dated September 28, 1999, attached to this contract. The exact work days and working hours shall depend on the individual position held and shall be determined by the County.

SECTION 10.2: An unpaid lunch period of a maximum of one hour shall be allowed for each full work day, except for those employees who are required to be on continuous operation who shall be entitled to a twenty minute paid lunch period. Brief coffee breaks may be taken in the morning and afternoon.

ARTICLE 11 - FLEXTIME AND JOB SHARING

SECTION 11.1: Voluntary agreements for flexible work schedules may be agreed to by the Director of Human Resources, the Department Head, and the Union. However, the County or the Union may cancel such flexible work schedules at any time, upon seven days' notice.

SECTION 11.2: Job sharing shall be defined as two employees sharing one full-time position. Job sharing employees shall be in the bargaining unit. Current full-time employees, within a job title and within a Department, shall be given preference in job sharing. If no such employee wishes to job share, a job sharer may be recruited from any other source.

SECTION 11.3: Employees wishing to job share shall submit a plan to the Department Head 30 days prior to the proposed start of the job sharing. All job sharing arrangements must be approved by the Department Head and agreed to in writing by the Department Head and the job sharers. A copy of job sharing agreements shall be sent to the Unit President.

SECTION 11.4: The County contribution for medical coverage may be split between the job sharers. Dental coverage may be selected by only one of the job sharers. The

sharing of holidays shall be set forth in the job sharing agreement. All other benefits granted to full-time employees shall be granted to job sharers on a prorated basis according to the time each employee works. However, job sharers shall receive full-time credit for years of service.

SECTION 11.5: The hourly rate for each job sharer shall be equal to the rate that each would be eligible for as a full-time employee.

SECTION 11.6: The work load for each job sharer shall be prorated, and the total shall be equivalent to that of a similar full-time position. Job sharers may recommend methods for providing coverage in emergencies in their plan. The Department Head shall determine how absences or vacancies will be covered.

SECTION 11.7: A job sharing arrangement may be abolished by the County or by the job sharers when a vacancy exists in the same job title. The County and the job sharers must notify the other party and the Union of their intent to discontinue the job-sharing agreement 30 days prior to the discontinuation date. When a job share is abolished by one employee resigning, the remaining employee shall be required to find a replacement or work full-time hours.

SECTION 11.8: The Union and the County will include job sharing on their Labor-Management agendas when appropriate.

ARTICLE 12 - ATTENDANCE

SECTION 12.1: The Department of Human Resources, with the cooperation of the Department of Information Services, will maintain records of attendance for all County employees. Each Department Head is responsible for the accuracy of each attendance record, and for following the prescribed procedures. Each Department Head and employee is responsible for reporting attendance and leave data.

Each employee shall sign a time accounting card attesting to the fact that the employee was "to duty" or on designated type of leave during each day of the pay period. This must be countersigned with an approved signature in the employee's Department. Pay will be authorized only after submission of an approved time accounting card.

SECTION 12.2: Excessive tardiness and/or absenteeism may result in disciplinary action by the Department Head or designee.

SECTION 12.3: In the event of public transportation difficulties, severe storms, floods or similar uncontrollable conditions affecting a group of employees, tardiness and absenteeism may be excused from disciplinary action.

SECTION 12.4: The County may institute or modify employee time recording procedures following notification to and concurrence by the Union. The Union agrees that concurrence will not be unreasonably denied.

ARTICLE 13 - PAYROLL PERIODS

SECTION 13.1: The parties agree that all employees shall be paid in twenty-six (26) equal payroll periods during the course of the year. When requested by the employee, regular authorized deduction plans that have been approved by the Director of Human Resources shall be made each pay day.

ARTICLE 14 - ACCRUAL AND USE OF CREDITS

SECTION 14.1: Credits shall be earned by full-time employees during all payroll periods in which the employee is on full-pay status. Credits shall accumulate in days and hours, and can be used in no less than one-quarter (1/4) hour units as approved by the Department Head or designee.

SECTION 14.2: All credits must be earned before they can be used. Credits accrued shall be noted on each time accounting card in terms of days and hours appropriate to the job.

SECTION 14.3: Earned credits are based upon an employee's hiring date, which shall remain constant. If job changes occur between County Departments, credits shall remain with the employee.

SECTION 14.4: Employees who receive pro rata credits shall receive such credits based on the following formula. Employees regularly employed between twenty-five (25) and twenty-nine (29) hours per week -- five (5) hours for each day of credit; employees employed between twenty-nine (29) and thirty-four (34) hours per week - six (6) hours per day of credit; employees employed between thirty-four (34) hours and thirty-nine (39) hours per week, in a forty (40) hour position -- seven (7) hours per day of credit.

SECTION 14.5: The maximum amount of non-F.L.S.A. compensatory time off which may be accrued shall be forty (40) days.

The amount of compensatory time earned due to F.L.S.A. overtime shall be limited to 240 hours and such hours shall be dissipated within one year of the date credited.

ARTICLE 15 - WORKERS' COMPENSATION

SECTION 15.1: If an illness or injury occurs as a result of employment, salary will be paid without charge against credits (under A code on the time card) for up to five (5) days immediately following the date of disability, under the following conditions:

1. The five (5) days salary will be paid only once during any twelve (12) month period, unless otherwise authorized by the Department Head or designee. Any claim of an

unreasonable denial under this subsection may be submitted for review at Step 3 of the grievance procedure. The decision at Step 3 shall be final and not subject to arbitration.

2. An accident or situation that may cause illness or injury must be reported to the employee's supervisor immediately, or as soon thereafter as possible.

3. The employee must have received medical care relating to a work-related illness or injury. The initial doctor's visit shall be paid for by the County as duty time. Verification of this treatment, the diagnosis, and the term of disability must be substantiated by the attending physician's completion of Workers' Compensation Form C-4, "Attending Doctor's Report."

4. If the attending doctor does not submit a Form C-4 to the County or its Workers' Compensation third-party administrator within 30 calendar days of the date of disability, the employee will be notified in writing by Employee Health and Safety that such form must be produced within two weeks. Failure to produce the form shall result in the time coded A being deducted from the employee's time banks or paycheck.

Further compensation will be paid according to the rules of the Worker's Compensation law.

SECTION 15.2: Employees not eligible to use the A code, pursuant to Section 15.1, may use other time credits, with the approval of the supervisor. These credits will not be reimbursed to the employee unless the term of disability extends beyond 14 days, in which case, pursuant to Workers' Compensation Law, the five-day waiting period is waived. In this case, the employee's time bank will be reimbursed according to the Workers' Compensation payment schedule.

An employee whose disability does not extend beyond 14 days shall be reimbursed for the period of disability between five and 14 days, according to the Workers' Compensation payment schedule.

SECTION 15.3: If a Workers' Compensation case is controverted by the County, and the County is successful, any payments under the A code may be recouped by the County, through deductions from the employee's time credits or, in the absence of such credits, through payroll deductions, at the rate of one day per pay period.

SECTION 15.4: An employee subject to Workers' Compensation shall be placed on leave of absence due to temporary disability until such time as the employee returns to work or until such time as the employee is adjudged to be permanently disabled from performing the employee's job duties.

Application for reinstatement must be made within twelve months after termination of such disability.

SECTION 15.5: Employees may choose to use full pay sick leave credits (U Code) while disabled from work due to a work-related illness or injury, rather than receive

payment, as authorized by the Workers' Compensation Board (X Code). Upon final award by the Board, the employee's sick leave bank will be credited the dollar amount (in terms of hours) equal to the payments, as previously prescribed by the Workers' Compensation Board.

SECTION 15.6: An employee on leave due to a compensable illness or injury shall receive longevity payment, pursuant to Article 36, and health insurance, pursuant to Article 32, for a maximum period of one year of leave.

ARTICLE 16 - MILITARY LEAVE

SECTION 16.1: If an employee is required to render military duty, he shall be granted a military leave of absence, pursuant to Section 243 of the Military Law of the State of New York.

SECTION 16.2: Application for reinstatement must be made within 90 days from the day military service is terminated. Upon return to County service, all credits to which an employee was entitled at the beginning of that leave will be restored. Adjustments that would regularly be made to an employee's job title will be awarded in accordance with Civil Service Law and Section 243 of the Military Law of the State of New York.

SECTION 16.3: Consistent with Section 242 of the Military Law of the State of New York, members of the National Guard or the Reserve of the Army, Navy, Marine Corp, Air Force, or Coast Guard will be granted a military duty leave of absence up to 30 working days with pay in a calendar year.

ARTICLE 17 - DEPARTMENTAL TRANSFERS

SECTION 17.1: Transfer to another Department into a job with the same classification and qualifications is permissible for the benefit of the County upon agreement with the employee in question.

Request for a transfer by an employee to another Department into a job with the same classification and qualifications will be made to the Department Heads involved and to the Director of Human Resources. Employees transferring between County Departments will not lose any accumulated time or any other fringe benefits.

SECTION 17.2: Where there is a conflict of requests by two or more employees with equal skills and qualification, seniority in the job classification shall be the deciding factor.

SECTION 17.3: Nothing contained in this Article shall be construed to prevent the temporary assignment of employees from the Parks Department to the Departments of Environmental Services, Transportation, Aviation, and Facilities Management.

The maximum period of such temporary assignment shall not exceed twelve (12)

months.

The County agrees that a reassigned employee shall receive at least forty-eight (48) hours verbal notification of reassignment, except under emergency conditions. Within fifteen (15) business days following the employee's reassignment, the County shall send written notice to the unit president of the employee's reassignment with a copy to be placed in the employee's personnel file.

SECTION 17.4: In the event an employee engages in a promotion or lateral transfer between a County of Monroe facility and the Monroe Community College, or vice versa, leave credits shall be retained by the employee and accumulate based upon the employee's original seniority date.

ARTICLE 18 - RESIGNATION OR RETIREMENT

SECTION 18.1: In cases of resignation or retirement, a written notice of intention shall be given to the Department Head at least two weeks prior to the last day of employment. Compensation will be made for unused vacation and compensatory days, up to forty (40) days in each category.

An employee who fails to give two (2) weeks' notice in case of resignation or retirement will forfeit compensation for unused vacation credits, except under special circumstances; in which case, the Department Head or designee may waive the notice requirement.

An employee who is discharged after a determination of incompetency or misconduct will forfeit compensation for unused vacation credits.

In the event of an employee's death, compensation for unused vacation and compensatory time credits will be paid to the employee's estate.

SECTION 18.2: An employee removed for just cause from County service will not be eligible for reinstatement.

ARTICLE 19 - REDUCTION OF FORCE

SECTION 19.1: Reduction of force among non-competitive and labor class employees:

(a) Where, because of economy, consolidation or abolishment of functions, curtailment of activities or otherwise, the County finds it necessary to abolish positions, such abolishments shall be made in accordance with the provisions hereinafter set forth.

(b) Seniority for purposes of this section shall be defined as the period of service of

an employee with the County dating from the first date of employment in the collective bargaining unit, provided such employee is retained by the County past the probationary period.

(c) The County will make every reasonable effort to discuss with the Union any and all anticipated job abolishments before such anticipated action is made public. The County will notify and discuss with the unit president prior to the County notification to affected employees in respect to any and all anticipated job abolishments.

(d) Competitive, non-competitive, and labor class employees subject to layoff as a result of job abolishment shall be given at least thirty (30) calendar days' notice prior to the date of termination. Employees subject to being bumped as a result of job abolishments shall be given at least fifteen (15) calendar days' notice prior to the date of termination. This prior notice shall cover competitive, non-competitive, and labor class employees.

(e) Reinstatement of laid off employees under this section shall be in inverse order of layoff, in accordance with the provisions of this agreement or of Civil Service Law, Rules, and Regulations.

(f) Any non-competitive or labor class employee subject to layoff under this section who refuses appointment in a lower title as set forth in this section shall forfeit all rights contained in this section.

(g) A competitive, non-competitive or labor class employee shall be deemed to have seniority in accordance with this section and shall not be laid off as a result of job abolishment until County funded, part time, temporary, seasonal and probationary employees within the job title within the functional unit in which such job abolishments occur have been laid off. If such full-time employees are laid off, they shall be offered, in seniority order, any part-time positions for which they qualify within the Department.

(h) Any labor class or non-competitive employee subject to lay-off as a result of job abolishment may exercise seniority rights to displace an incumbent with the least seniority in a lower rated title where there is a direct line of promotion or demotion or where the displaced incumbent has previously served in another position prior to serving in the position from which he is being displaced, providing the employee is physically capable of performing the work. The employee shall have the option of electing whether to displace a person in a lower rated job title or retreat to a previously held position.

ARTICLE 20 - LEAVE OF ABSENCE

SECTION 20.1: During any leave of absence without pay, credits and benefits do not accrue. Employees may choose to keep, in the employee time bank, five days of paid leave before being placed on an unpaid leave of absence. This time may be used when the employee returns to work.

SECTION 20.2: Maternity Leave: An employee who is pregnant may continue

working as long as she and her physician feel she can adequately perform her work. In maternity cases, the employee will be allowed to use her accrued vacation and compensatory time credits during the non-disability period of maternity leave.

A pregnancy related disability shall be treated in the same manner as any other non-occupational disability in respect to sick leave benefits, except that pregnancy related disability shall be certified by the attending physician prior to the payment of sick leave benefits to which the employee may be entitled.

The employee has the right to be reinstated in a position of equivalent pay within six months of the granting of unpaid maternity leave, subject to the written approval of her attending physician.

SECTION 20.3: Adoption Leave: Any employee who is adopting a child five years of age or younger will be granted leave of absence for a period not to exceed six months. In such adoption cases, the employee will be allowed to use accrued vacation and compensatory time credits before being placed on leave without pay. The employee has the right to be reinstated in a position of equivalent pay within six months of adoption leave.

SECTION 20.4: A written request for a leave of absence without pay for reasons not cited in this contract must be submitted to the employee's Department Head. Upon the approval of the Director of Human Resources, leave may be granted for no more than two (2) consecutive years.

At the option of the County Executive, an employee may be granted up to two (2) years leave of absence for specialized services such as the Peace Corps upon the presentation of sufficient proof.

ARTICLE 21 - EDUCATIONAL LEAVE

SECTION 21.1: Subject to the recommendation of the Department Head and prior approval of the Director of Human Resources or designee, leave without pay may be granted for the purpose of acquiring educational training. A written request for educational leave must be made to the Department Head. Educational leave without pay for a period not to exceed two (2) consecutive years may be granted for the purpose of obtaining additional educational training. Such two (2) year consecutive education leave shall depend upon an employee successfully completing the first (1st) year of educational training.

SECTION 21.2: In certain cases where educational leave with pay is desired, a written request must be submitted to the Department Head and approved by the Director of Human Resources or designee. The student does not earn credits during this time. A person requesting educational leave with pay must sign a statement promising to work for the County a length of time equal to the educational leave with pay after finishing the leave.

SECTION 21.3: The County agrees to award available educational leave on a fair

and equitable basis among qualified employees within a Department.

ARTICLE 22 - CONFERENCE ATTENDANCE

SECTION 22.1: The County agrees to award available opportunities for conference attendance on a fair and equitable basis among qualified employees within a Department.

SECTION 22.2: Legitimate expenses incurred at conferences which have been approved by the Department Head and the County Controller's Office shall be reimbursed to the employee.

SECTION 22.3: The maximum meal allowance incurred in attending out-of-County conferences shall be thirty-two dollars ($32) per day.

SECTION 22.4: Meal allowance incurred while an employee is on out-of-County business shall be reimbursed up to the following maximum amounts:

Breakfast	$ 6.50
Lunch	7.50
Dinner	18.00

The rules and regulations of the County Controller's Office shall apply in respect to this Article.

ARTICLE 23 - TUITION REIMBURSEMENT

SECTION 23.1: Tuition reimbursement will be granted to employees only for course work or degree programs taken outside of normal working hours.

Approval for reimbursement will be limited to locally accredited institutions.

The desired course work or degree program must be directly related to work actually done by an employee or work which may be reasonably expected to be performed by the employee in the near future. All course work, including electives, taken to complete approved degree requirements will be eligible for tuition reimbursement.

SECTION 23.2: The maximum reimbursement to any employee will be equal to 75% of the tuition, to a maximum of $1,125 in any calendar year (maximum is $1,225 in 1997, $1,325 in 1999).

SECTION 23.3: Employees enrolled in a certificate or licensing program or matriculated in a degree program in a field of study related to health care shall receive 100% tuition reimbursement up to a maximum of $1,500 in any calendar year (maximum is $1,600 in 1997, $1,700 in 1999). Reimbursement shall be granted only for course work taken outside of normal working hours. Approval for reimbursement shall be limited to

locally accredited institutions.

Employees who qualify for health-related tuition reimbursement may also receive tuition reimbursement in accordance with Sections 23.1 and 23.2, provided that total reimbursement does not exceed $1,500 in any calendar year ($1,600 in 1997, $1,700 in 1999).

SECTION 23.4 Employees shall be required to work for the County for 12 months after the completion of any tuition-approved courses. Employees not fulfilling the 12-month employment obligation must reimburse the County for any such courses completed within the last 12 months of employment. Such reimbursement may be deducted from the employee's pay checks.

Employees shall be exempt from the 12-month employment obligation if they must leave County employment because of circumstances beyond the employee's control.

ARTICLE 24 - CIVIL SERVICE EXAMS

SECTION 24.1: If death occurs in the immediate family of an employee or in the event of serious illness or emergency of an employee who is scheduled to take a Civil Service examination, an equivalent examination shall be given upon approval of the Director of Human Resources.

Provisions for alternate examination dates shall not be inconsistent with Civil Service Rules and Regulations.

SECTION 24.2: The County will comply with rule twelve, part four, and five (a) and (b) of the present County Civil Service Rules as they pertain to employees' rights to inspect examination papers.

In the case of continuous recruitment examinations where the test booklet will not be provided, the County agrees to provide the answer sheet, the key answers and a summary of the general nature of the scope of the questions to the person taking the examination.

SECTION 24.3: Employees in group 10 and below shall not be charged Civil Service examination fees for any examination. Employees in group 11 and above shall not be charged Civil Service examination fees for promotional examinations.

ARTICLE 25 - RESIDENCY

SECTION 25.1: Requirements of residency for purposes of hire, tenure and taking of competitive and promotional examinations shall be in accordance with the rules and regulations of the Local Civil Service Commission of September 1, 1974.

SECTION 25.2: Employees hired subsequent to January 1, 1978, shall, as a

condition of employment, reside within the County of Monroe. This requirement may be waived by the County Executive because of special circumstances.

ARTICLE 26 - SENIORITY

SECTION 26.1: Seniority shall be defined as total continuous length of service in the County or another governmental agency whose function has been transferred to the County, including time spent on layoff, as defined by this article, or approved leave of absence granted for any reason. Employees shall lose their seniority upon the following:

(a) Resignation or retirement (except where reinstated within a period permitted by applicable provisions of Civil Service Law).

(b) Discharge (in accordance with contract or Civil Service Law).

(c) Failure to report to work within ten (10) days following notification of recall from lay-off as defined by this article.

(d) Failure to be recalled within four years of layoff.

SECTION 26.2: Effective January 1, 1975, seniority shall be decided for all new employees hired or appointed on the same day by drawing lots.

All incumbent employees hired or appointed on the same day, for the purpose of permanent seniority, shall draw lots only if a situation develops which requires a seniority decision.

SECTION 26.3: The employer shall make all seniority lists available to the president of the unit, providing that the County receives five (5) days' advance notice.

The name, title, and Department of all resignees will be sent to the president of the unit within thirty (30) days of resignation.

ARTICLE 27 - OUT-OF-TITLE WORK

SECTION 27.1: Except in the event of a bona fide emergency, no employee shall be required to assume the duties of a higher classification except when directed in writing by the supervisor. In the event such out-of-title service exceeds ten (10) consecutive work days, the employee will receive out-of-title pay for the entire assignment.

Out-of-title pay shall correspond to the salary step in the higher title, which is immediately above the salary being received by the employee in the permanent classification, plus one additional step.

Temporary out-of-title assignments in a lower title shall not result in a salary

reduction. Out-of-title assignment shall be designated to the employee in writing, setting forth the commencement date of the out-of-title assignment.

An employee claim for out-of-title pay shall not be valid unless such employee, upon being designated to perform the duties of a higher title, receives a written designation from the Department Head or designee. Failure to receive a written designation shall require the employee to file a written grievance within fifteen (15) business days following the unwritten designation to out-of-title work.

SECTION 27.2: Any other claim by an employee that he is working out-of-title may be processed through the Department of Human Resources in a request for a job audit. Any employee contesting the findings of the Department of Human Resources may appeal to the Monroe County Civil Service Commission, whose determination shall be final.

SECTION 27.3: The CSEA Unit President will be notified in writing when a bargaining unit employee is assigned to work out of title in group 17 and above.

ARTICLE 28 - SHIFT PREFERENCE

SECTION 28.1: After one year of continuous service on a particular shift, an employee, unless unqualified, may exercise seniority in respect to choice of shift.

When an employee chooses to exercise seniority for choice of shift, the employee may not utilize that process more than three times per year. This procedure may be utilized only when a shift vacancy exists.

For purposes of this section, seniority shall be defined as the length of continuous service within a functional unit.

ARTICLE 29 - REINSTATEMENT

SECTION 29.1: If an employee has passed the probationary period and has resigned, the employee may be reinstated without examination within one year of the date of such resignation. Reinstatement into the same or similar position in the same or lower grade will be subject to Civil Service regulations.

A reinstated employee shall have restored all leave credits which were lost due to the resignation.

ARTICLE 30 - PERSONNEL FILES

SECTION 30.1: No material related to an employee's conduct, performance,

character, or personality which is derogatory in nature shall be placed in the personnel file without notification to the employee. Employees shall be given an opportunity to read such material and shall acknowledge that they have read such material by affixing their signature on the material to be filed, with the understanding that such signature merely acknowledges that the employee has read such material and does not indicate agreement with its contents. The employee shall receive a copy of such material upon request. Employees who have derogatory material lodged against them shall have such material deleted from their personnel file when such material has been determined invalid by normal grievance procedures, Civil Court action, or by formal or informal hearings with County representatives.

SECTION 30.2: Employees shall have an opportunity to review their personnel file in the presence of an appropriate County official upon five (5) days' notice, and to place in such file a response of reasonable length to anything contained therein which the employee deems to be adverse.

SECTION 30.3: Except for performance evaluations, any report of an adverse nature which is three or more years old shall, upon written request of the employee, be removed from the personnel file and placed in a sealed envelope and may be opened only after reasonable notification to the employee and only for purposes of defense by either the employee or the County in a legal or administrative proceeding. The removal of such report shall not take place during any period in which the employee has been issued discipline within the prior thirty days or has a pending grievance. Material which has been removed and which has been placed in a sealed envelope will not be referred to in any step of the contractual grievance procedure.

The employee shall have the opportunity to be present at the time the sealed file is opened, which shall be stored in the Department of Human Resources.

SECTION 30.4: The County agrees that there shall not be more than one (1) personnel file in any facility of the County covered by this agreement, which shall be maintained in the personnel office of such facility.

ARTICLE 31 - JOB POSTING, PROMOTION, & EXAM ANNOUNCEMENTS

SECTION 31.1: All promotional job openings in the competitive (except where there is a valid list), non-competitive and labor classifications, will be posted in the functional unit in which the job opening exists for at least ten days prior to the filling of such position, except in emergency situations. All job postings shall contain the following: the job title, the number of vacancies, salary and current work locations of the openings, and the current shift. Posting requirements shall not apply to entry-level positions.

All competitive positions which are to be filled will be filled in accordance with the Civil Service Law.

SECTION 31.2: All examination announcements in the competitive class will be posted in all work locations for fifteen days prior to the examination closing date in accordance with Civil Service rules and regulations.

The President of the Union and the section president shall receive copies of all posted exam announcements, where appropriate, at the earliest possible time prior to posting such notices.

SECTION 31.3: Any non-competitive or labor-class employee may submit a request for a promotional, non-competitive, or labor-class position posted within the functional unit in which the employee is employed.

In the Departments of Aviation, Environmental Services, Facilities Management, Transportation, and Parks, if no qualified employees in a functional unit respond to a posting, the position shall be posted throughout these Departments.

The functional unit shall establish the qualifications for the posted positions, and they shall be included in all postings.

Job postings that include additional qualifications beyond the minimum qualifications shall include the following language:

> In order to perform the duties of this position, an applicant should be able to: [list additional qualifications].

An applicant who does not meet such additional qualifications may be disqualified.

When the qualifications of two or more employees are relatively equal, seniority shall be the deciding factor.

An employee promoted to a higher classification in the non-competitive or labor class shall serve a six-month probationary period, during which time the employee may be returned to the former position without recourse to the grievance procedure.

For the purposes of this section, seniority in the non-competitive and labor class shall be defined as the length of continuous employment with the County.

SECTION 31.5: When a posting is issued by a Department for a specific assignment, an employee in that title, in that Department, may apply for that assignment. The Department, in its discretion, may select any such employee or fill the position as provided elsewhere in this Article.

SECTION 31.6: If no qualified employee applies for the position, the County shall fill such position at its discretion from any other source.

SECTION 31.7 The promulgation of the County policy on employment and

assignment of relatives will be considered in making promotional decisions. However, the County shall not act in an arbitrary or capricious manner in denying promotions.

ARTICLE 32 - HEALTH INSURANCE

SECTION 32.1: Full time employees may, by application, become members of Blue Cross/Blue Shield plan of the Rochester Hospital Service Corporation, including Blue Million Preferred coverage, the full hospital out-patient rider, the $3-generic, $6-non-generic, co-pay prescription drug rider, and the federally mandated maternity rider.

Effective July 1, 1991, employees hired by the County prior to January 1, 1986, shall pay 4% of the health insurance premium for the coverage they select. The contribution shall be made by payroll deduction.

Effective July 1, 1991, employees hired by the County after January 1, 1986, shall pay 15% of the health insurance premium for the coverage they select. The contribution shall be made by payroll deduction.

Effective pay period 1 of 2000, employees hired by the County after January 1, 1986, who choose Blue Choice Select or Preferred Care Community coverage, shall pay 8% of the health insurance premium for such coverage. The contribution shall be made by payroll deduction.

SECTION 32.2: The County reserves the right to change insurance carriers or to become self-insured if it deems necessary; however, the County agrees to provide at least equal benefits to the coverage contained in the Blue Cross/Blue Shield contract. At least equal benefits shall be construed to mean acceptability of the coverage in the medical community.

In the event the County is to consider an alternative health coverage plan, the County agrees to convene a committee to study such proposal or proposals and agrees to include a representative of the Union on such committee.

If the Union does not agree that the proposed change of insurance carriers provides at least equal benefits, the parties shall enter into negotiations in respect to the equal benefits proviso in an attempt to resolve the controversy.

SECTION 32.3: The alternative health care plans (HMO) will be made available to each active employee covered by the Blue Cross/Blue Shield plan wherein the employee will pay the difference between the cost of the alternative health plan and the premium which is paid by the County.

The County shall provide a payroll insert on an annual basis with a one month advance notice notifying each employee of the option to change employee's health insurance coverage.

SECTION 32.4: Retirees of the County shall receive fully paid Blue Cross/Blue Shield protection which is in effect at the time of retirement under the following provision: Five years of continuous full-time service immediately preceding date of retirement under the NYS Retirement System or under Social Security.

It shall be the employee's responsibility to make application for continuation of health insurance coverage to the Department of Human Resources prior to the date of retirement from the County.

SECTION 32.5: Retiring employees meeting the foregoing provisos may continue participation in the alternative health care plan in which they are participating immediately prior to retirement.

The retiring employee shall remit advance payments of the difference between the cost of the alternative health care premium and the health insurance premium paid by the County. The advance payment shall be made to the County in a manner prescribed by the Department of Human Resources. Failure of the employee to make the prescribed advance payments shall result in removal of the employee from the group coverage of the alternative health care plan.

The surviving spouse of an employee who has completed ten continuous years of service and who is covered by Blue Cross/Blue Shield in accordance with Section 32.4 of this agreement, shall be entitled to continued fully paid Blue Cross/Blue Shield coverage (single or family whichever is applicable) for the lifetime of the surviving spouse or until remarriage.

SECTION 32.6: It shall be the employee's responsibility to initiate membership in the plan and any change in family status in the Department of Human Resources. For the employee beginning County service on or after January 1, 1973, the Blue Cross/Blue Shield plan currently in existence will not be offered if the employee is covered by another Blue Cross/Blue Shield plan or any other comparable medical/surgical insurance of any company.

SECTION 32.7: The spouse of a deceased County retiree may participate in the County's Blue Cross/Blue Shield plan by remitting the appropriate premium to the Department of Human Resources.

Such person shall have full responsibility to remit to the County of Monroe the periodic premium required. Failure of the person to comply with requirements of premium remittance shall relieve the County of any obligation to continue such person on its health insurance roster.

The County agrees that at the time of such person's application to continue coverage in the County's group plan, it will, in writing, fully inform such person of the procedure necessary, and of the remittance requirement in order for such person to continue participation in the County's Group Health Insurance Program.

ARTICLE 33 - DENTAL CARE COVERAGE

SECTION 33.1: Employees may, at their option, enroll in the County dental program which is set forth in the Memorandum of Agreement between the parties hereto, and dated January 1, 1980.

Each new or existing employee shall be eligible for participation in the program, commencing with the forty-sixth (46) day following the date of enrollment.

SECTION 33.2: The dental plan coverage shall be in accordance with the agreement between the County and the Union, and executed on March 4, 1983. The dental insurance cap shall be increased from $750 to $1,000, effective January 1, 1996.

SECTION 33.3: Participating employees shall, by payroll deduction, be required to contribute $1.64 per month per family contract and $.66 per month per single contract. Any increase in employee contribution shall be in accordance with the agreement stated in Section 33.2 of this Article.

SECTION 33.4: Retirees with ten or more continuous years of service who are eligible for Blue Cross/Blue Shield coverage pursuant to Section 32.4 of this agreement, shall be entitled to fully paid dental coverage (single or family whichever is applicable) which is in effect at retirement.

ARTICLE 34 - RETIREMENT

SECTION 34.1: Section 75-I of the New York State Retirement System shall be continued for County employees for the duration of this agreement.

SECTION 34.2: All members are granted the application of Section 41-J, which provides that unused sick leave may be used as additional service credit upon retirement up to 165 days (not to be paid in cash, however).

SECTION 34.3: All members are provided with the prerogative of purchasing service credit for World War II military service (Section 41-K and 341-K). This includes regaining service credit (Section 43-G) while a member of any other retirement system operated by the State of New York by making the member contributions.

SECTION 34.4: The County will continue the provisions of Section 60-B which guarantees a minimum death benefit.

The parties agree that the provisions of this article shall not be inconsistent with the provisions of the New York State Retirement System as enacted by the New York State Legislature.

ARTICLE 35 - OVERTIME

SECTION 35.1: The County agrees to distribute authorized overtime on a fair and equitable basis among qualified employees performing similar work within a functional unit.

SECTION 35.2: Overtime shall be paid at the rate of time and one-half the employee's base hourly rate or compensatory time off at time and one-half (at the option of the employee) for all hours worked over 40 hours per week to all employees in pay groups 11 and below, and to all employees who are covered by the Fair Labor Standards Act in pay groups 12 through 16.

Straight time pay or compensatory time off (at the option of the employee) shall be paid to all employees who are in the exempt category under F.L.S.A. in pay groups 12 through 16, for all hours worked in excess of forty hours per week.

SECTION 35.3: Hours paid for but not worked for holidays, compensatory time off, and vacation shall be counted as time worked for the purpose of calculating overtime. Sick leave time shall not be counted as time worked in the calculation of overtime.

SECTION 35.4: All time worked between thirty-five (35) hours and forty (40) hours per week shall be compensatory time off or, upon the employee's request and with Department Head approval, shall be paid at the straight time rate.

SECTION 35.5: Employees called into work outside of regularly scheduled hours shall be guaranteed a minimum of three (3) hours pay or compensatory time at the rate of time and one-half (employee option). Such call-in pay shall not apply to hours which immediately precede or follow the employee's regularly scheduled work hours.

SECTION 35.6: If the Fair Labor Standards Act is rescinded, amended or modified, this article shall be subject to re-negotiation.

SECTION 35.7: Employees mandated to work overtime shall be notified forty-eight (48) hours in advance whenever possible. Where practice has been to notify in writing, it shall continue for the life of this agreement.

SECTION 35.8: An employee on stand-by will be credited with .67 of an hour payment at the rate of time and one-half (1 1/2) or in compensatory time off at the option of the employee for each eight (8) hours of stand-by or major portion thereof. If the employee is required to report for duty as a result of a stand-by call, the provisions of Section 35.5 of this article shall apply.

An employee who is on stand-by and who fails to respond to a call as directed shall be subject to disciplinary action.

ARTICLE 36 - LONGEVITY

SECTION 36.1: All employees covered by this agreement who have given ten continuous years of service as of July lst of any year to the County of Monroe shall receive $475 each year.

All employees covered by this agreement who have given fifteen continuous years of service as of July 1st of any year to the County of Monroe shall receive $575 each year.

All employees covered by this agreement who have given twenty continuous years of service as of July 1st of any year to the County of Monroe shall receive $675 each year.

All employees covered by this agreement who have given twenty-five continuous years of service as of July 1st of any year to the County of Monroe shall receive $775 each year.

SECTION 36.2: Longevity payments shall be made in the payroll period following July 1st of each year.

ARTICLE 37 - MILEAGE REIMBURSEMENT

SECTION 37.1: The County shall provide mileage allowance in the same amount and on a retroactive basis as that which is promulgated by the Internal Revenue Service to those employees required to use their personal motor vehicles on County business. In the event that public transportation or other private transportation is required and in the event that parking or toll fees are incurred on County business, such fees and expenses shall be reimbursed upon proper proof thereof. Reimbursement shall not include any reimbursement for parking fees normally incurred at the employee's place of business.

SECTION 37.2: Subject to the policies of the Office of the County Controller, reimbursement shall be made on/before the twentieth day of the month following the month in which these expenses were incurred, subject to the employee's submitting a completed voucher by the fifth working day of that month.

Any mileage or parking expense claimed which is less than Ten Dollars ($10) shall not be submitted for payment until the claim exceeds Ten Dollars ($10). In no event, however, shall mileage or parking claims be submitted later than December 1 of any year.

SECTION 37.3: It is understood that the use of County vehicles utilized by employees and which are driven to and from work does not constitute an employee benefit under this agreement and such use may be withdrawn by the County after thirty (30) days written notice to the affected employee.

ARTICLE 38 - HOLIDAYS

SECTION 38.1: Legal holidays constitute days off with pay.

Holidays to be observed by Monroe County shall be:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
The Day after Thanksgiving
Christmas Day

and a floating holiday which may be taken at a time mutually agreed to between the employee and the Department Head or designee. If the employee is prevented by the Department from taking the floating holiday during each calendar year of this agreement, such floating holiday shall be converted to the compensatory time bank of the employee. To receive a floating holiday during any year, the employee must have been hired prior to pay period 21 of that year.

Observance of the above-stated holidays shall be in accordance with the observance prescribed by State and/or Federal Law.

SECTION 38.2: When a legal holiday falls on a Saturday, the preceding Friday will be considered a holiday with pay. When a holiday falls on a Sunday, the following Monday will be considered a holiday with pay.

However, employees engaged in a continuous operating function in the Departments listed below shall observe the stated holidays on the calendar date of the holiday: Medical Examiner's Office, Environmental Services, Aviation, Office of the Sheriff-Records, Parks Department, and Facilities Management.

SECTION 38.3: Employees who work on holidays shall receive holiday pay, plus time and one-half for hours worked, providing the hours worked or paid for during that holiday week equal 40 hours or more.

ARTICLE 39 - SICK LEAVE

SECTION 39.1: Sick leave is earned and posted at the rate of one day per month of

service, up to 200 days maximum. Effective in the first pay period of 1992, the maximum shall be 230 days. Sick leave is neither earned nor posted when the employee is at this maximum. If sick leave credits are exhausted, existing vacation credits can be applied toward days absent only with the express permission of the Department Head or designee.

Sick leave constitutes absence for reasons of illness or injury, dental, optical or medical appointments, quarantine regulations and serious illness in the immediate family requiring care and attendance by the employee or when through exposure to a contagious disease a physician certifies that the employee's presence at place of duty jeopardizes the health of others.

Immediate family includes parents, spouse, children, brother, sister, grandparents, grandchildren or any relative who is an actual member of an employee's household.

Any employee engaging in gainful outside employment while on sick leave from the County shall not be entitled to sick leave payment, and may be subject to disciplinary action by the County.

SECTION 39.2: When absence is required under the provisions of sick leave, an employee or a person acting for the employee must notify the employee's supervisor of the reason at least one hour prior to the commencement of the work day, or as soon thereafter as is possible. Failure to report within stated time limits without satisfactory reason shall cause the action to be considered leave without pay. Sickness during the working day must be reported to the Department Head or designee.

Sick leave which extends three or more consecutive working days shall be supported by a standard medical certificate completed by the attending physician, only if the employee's supervisor has reasonable doubt as to the validity of the employee's absence. The medical certificate shall, upon request, be submitted to the supervisor within seven days after returning to work.

SECTION 39.3: Notwithstanding the foregoing, if the employee's supervisor has reasonable doubt as to the validity of the employee's absence and notifies the employee in writing prior to the return to work, a medical certificate shall be submitted to the employee's supervisor upon the return to work.

If the employee does not receive a request in writing prior to the return to work, and the employee's supervisor has reasonable doubt in respect to the validity of the employee's absence, then a medical certificate shall, upon request, be submitted to the employee's supervisor within seven days following the employee's return to work.

SECTION 39.4: When sick leave is used for three or more consecutive days because of illness in the immediate family, certificate by the attending physician covering the nature of the illness and need for the employee to be in attendance of the relative may be required upon reasonable doubt of the supervisor as to the validity of the absence.

SECTION 39.5: The Director of Human Resources may verify the validity of any

absence under these regulations. Should a doctor or other County representative be assigned to visit an employee during an illness, such person shall be allowed into the employee's home.

Failure to submit evidence of illness when required will cause the absence to be considered as time off without pay.

ARTICLE 40 - HALF-PAY SICK LEAVE

SECTION 40.1: Employees who have been employed by the County for one to two years shall be entitled to half-pay sick leave for a maximum period of three months under the following conditions:

1. The employee has exhausted all accumulated leave time;

2. The employee is subjected to an unpaid waiting period of ten working days; and

3. The employee has not abused the sick leave privileges during County employment.

Employees who have been employed by the County for two to three years shall be entitled to half-pay sick leave for a maximum period of six months under the following conditions:

1. The employee has exhausted all accumulated leave time;

2. The employee is subjected to an unpaid waiting period of five working days; and

3. The employee has not abused the privileges of sick leave during County employment.

Employees who have been employed by the County for three years or more shall be entitled to half-pay sick leave for a maximum period of six months under the following conditions:

1. The employee has exhausted all accumulated leave time;

2. The elimination of an unpaid waiting period; and

3. The employee has not abused the sick leave privileges during County employment.

It is understood that the foregoing half-pay provision applies to the employee only and may be granted more than once during any twelve month period.

SECTION 40.2: Sick leave at half-pay shall not be unreasonably denied; challenges to an unreasonable denial of half-pay sick leave shall be processed through the grievance procedure, commencing at step two of the grievance procedure.

If a grievance is not resolved at step two or step three of the grievance procedure, the case shall be presented to the Director of Human Resources for final determination. The parties agree that a grievance in respect to half-pay sick leave shall not be arbitrable. When the case is presented to the Director of Human Resources for determination, a Union representative shall be allowed to participate in such presentation.

SECTION 40.3: Upon the recommendation of the Department Head and the approval of the County Executive or designee, an extension of half-pay sick leave may be granted.

SECTION 40.4: Employees may choose to keep, in the employee time bank, five days of paid leave before being placed on half-pay sick leave. This time may be used when the employee returns to work.

ARTICLE 41 - DEATH IN THE FAMILY

SECTION 41.1: An employee covered under this agreement shall be granted up to a maximum of five (5) working days, three of which must be consecutive, with pay due to the death of a parent, spouse, child, person occupying the position of a parent, or relative who is an actual member of the employee's household. A maximum of three (3) consecutive working days with pay shall be granted due to the death of a brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, or person occupying the position of parent of the spouse. This absence must be reported to the employee's Supervisor as soon as possible and at least by the first day of absence.

Upon reasonable doubt, the Department Head or designee may request that the employee submit a notice of death or other evidence attesting to the validity of the absence.

ARTICLE 42 - SHIFT PREMIUM

SECTION 42.1: An employee whose major part of the working day falls between the hours of 6:00 p.m. and 6:00 a.m. on a regular basis shall be paid $.70 per hour shift premium. The major part of a working day is defined as 50% or more of the employee's hours.

Any regular shift which extends past 6:00 p.m. shall be paid for at the rate of $.70 per hour for each hour past 6:00 p.m.

An employee who is not regularly scheduled to work between the hours of 6:00 p.m. and 6:00 a.m. shall be entitled to the shift premium only when filling in for an absent employee whose regularly scheduled hours are between 6:00 p.m. and 6:00 a.m.

Shift premium shall be paid at the rate of 1 1/2 when overtime is worked on a premium shift.

Effective in pay period 1 of 2003, the shift premium rate shall be $.80 cents per hour.

ARTICLE 43 - VACATION

SECTION 43.1: Full time employees will earn a paid vacation allowance determined by length of service as prescribed below. Vacation time taken shall only be granted when approved by the Department Head or designee.

SECTION 43.2: Vacation preference shall be selected by virtue of seniority within each functional unit.

An employee may not exercise seniority for vacation preference for a period in excess of three consecutive weeks.

Employees wishing to exercise seniority shall enter their name and the vacation period desired on a vacation sheet which shall be posted in each functional unit. The vacation sheet shall be posted no later than March 1st of each year for a fourteen (14) day period for vacation leave to be taken from April 1 through September 10.

A vacation sheet shall be posted no later than August 1 for a fourteen (14) day period for vacation leave to be taken between September 11 and March 31.

Upon expiration of the fourteen (14) days, each employee may select additional vacation time to which he may be entitled, without regard to seniority.

Having once made a choice, no employee may change scheduled vacation if such change will conflict with the choice of any other employee in the unit or unless the affected employee and management agree to such change.

Employees must be notified of the approval or denial of vacation requests within 14 days after the end of the posting periods. All other vacation requests shall be responded to within 7 days.

For purposes of this article, seniority shall be defined as length of continuous service within the County, except as otherwise agreed to.

SECTION 43.3: Accumulation of vacation credits is allowed up to a maximum of forty (40) working days. Vacation credits are neither earned nor posted when an employee is at the maximum. Vacation earned will be granted and posted on the following schedule:

FIRST YEAR AND SECOND YEAR: Starting with the first month and ending with the twenty-fourth month of service, vacation shall be earned and be posted at the rate of 5/6 days per month of service. This is at an annual rate of 10 days per year.

THIRD YEAR THROUGH EIGHTH YEAR: After two years of service, starting with the twenty-fifth month and ending with the ninety-sixth month of service, 1-5/12 days per month shall be earned and posted per month. This is at an annual rate of seventeen days vacation per year.

NINTH THROUGH FOURTEENTH YEAR: After eight years of service, starting with the ninety-seventh month and ending with the one-hundred sixty-eighth month, 1-1/2 days per month vacation shall be earned and posted. This is at an annual rate of 18 days vacation per year.

FIFTEENTH YEAR AND OVER: Commencing with the one-hundred sixty-ninth month of service, 2 days per month vacation shall be earned and posted. This is at an annual rate of 24 days vacation per year.

ARTICLE 44 - PARKING

SECTION 44.1: The County agrees for the life of this agreement to continue free parking in those areas where County employees are allowed to park without fee.

Expansion or alteration of parking lots with no fee status shall not affect the free parking status of such parking lots.

ARTICLE 45 - JURY DUTY AND COURT ATTENDANCE

SECTION 45.1: To meet an obligation as a citizen by serving on juries, an employee will be granted time off with pay for jury duty.

Compensation received by the employee, except mileage fees, will be paid by the employee to the County of Monroe.

SECTION 45.2: Leave with pay is also granted pursuant to subpoena or other order of court, providing the employee is not a direct litigant in action before the court.

SECTION 45.3: An employee who works the afternoon or night shift who is summoned to jury duty, shall be considered to be on the day shift working a normal work week for the duration of the jury service.

ARTICLE 46 - ASSOCIATION BUSINESS

SECTION 46.1: The Union will be granted use of designated meeting rooms during non-working hours for general membership meetings with advance approval by the appropriate supervisor.

SECTION 46.2: The County will distribute on behalf of the Union a reasonable amount of appropriate literature by paycheck envelope.

SECTION 46.3: The Union shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the County, subject to the advance approval of the contents of such notices and communications by the County Executive or designee.

SECTION 46.4: The County recognizes the right of the employees to designate representatives of the Union to appear on their behalf for the purpose of conducting negotiations, to discuss salaries, working conditions, grievances and disputes, and to visit employees during working hours for such purposes. Such employee representatives shall also be permitted to appear at public hearings before the County Legislature.

Any member of the Union shall have the right to present a grievance to representatives of the County or to file such grievance with the designated Union representative without loss of pay. Representatives of the Union shall be allowed release time with pay for the purpose of meeting with County representatives. Representatives of the Union shall be allowed release time with pay for the purpose of representing employees in a grievance at any stage of the grievance procedure.

Immediately upon execution of this agreement, the President of the Union shall submit to the Special Counsel for Labor Relations the names and work locations of all Union representatives and shall provide the names of new or changed representatives within five (5) working days of such change. No employee shall have official Union status until such time as the County has been notified in writing by the Union.

The County agrees to submit to the Union, upon 5 days' notice, the names and locations of any new employees who are within the Union's bargaining unit.

SECTION 46.5: The President of the Union or designee shall be allowed full release time with pay for purposes directly related to the contract or other Union functions. The President of the Union shall receive increments if due in the same manner as any other County employee who performs satisfactorily. The release time for the President of the Union or designee shall be excluded from the aggregate total of 1950 hours in Section 46.6.

The President of the Union, upon leaving that office, shall be returned to the position and, if it still exists, the assignment that the employee held prior to holding the office of President.

SECTION 46.6: Representatives of the Union shall be allowed an aggregate total of 1950 hours per contract year release time with pay for the purposes set forth below:

(1) Attendance of a total aggregate of five (5) officers and delegates to C.S.E.A. conventions.

(2) Meetings with employees and/or County representatives to discuss grievances and disputes relating to the terms and conditions of employment and this agreement, represent employees at any stage of the grievance procedure and for the purpose of assisting in the administration of the provisions of this agreement.

(3) A maximum of twelve man-days per year for the purpose attending C.S.E.A. state-wide committee work.

The parties to this agreement agree to the following procedure for release time for Union business:

(1) Union representatives shall notify the immediate supervisor or designee, if available, of the requirement for release time and shall specify the place of intended visitation, the purpose of release time, and the estimated duration of stay. If the supervisor or designee is unavailable, this provision shall be waived.

(2) Prior to arrival at destination, the Union representative shall notify the Department Head of the intended presence, purpose, and estimated duration of stay.

(3) The Union representative shall, upon return to work, notify the supervisor of the time of return.

(4) All notification by the Union representative to the immediate supervisor shall be in writing whenever possible.

(5) Release time for Union business shall not be unreasonably denied.

SECTION 46.7: Members of the Board of Directors of the C.S.E.A. who are shift employees will be allowed time off to attend C.S.E.A. Board of Directors business meetings without loss of pay.

SECTION 46.8: The Union shall be allowed eleven (11) members on the negotiating team. All time spent in negotiations shall be with no loss of pay and shall not be included in the aggregate total hours stated in Section 46.6 of this article.

ARTICLE 47 - GRIEVANCE PROCEDURE

SECTION 47.1: Each employee shall have the right to present a grievance to representatives of the County free from interference, coercion, restraint, discrimination or reprisal and shall have the right to representation at all stages of the grievance procedure.

A grievance shall be defined as any claimed violation of this contract or of rules, procedures, regulations, administrative orders or work rules which relate to employee health, safety, physical facilities or equipment furnished to employees; provided, however, that such term shall not include any matter involving an employee's pay group placement, retirement benefits, position classification, or any other matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law (or as to any matter on which the County is without authority to act).

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

Step 1: A grievance as defined hereinabove between an employee or a group of employees and the County shall be initiated in the first instance by the employee(s) involved and/or the employee(s) representative with the immediate supervisor of the Department involved, or the Department's authorized designee. The grievance shall be submitted in writing and signed by the aggrieved party or, in the event of a grievance on behalf of a group of employees, by the representative of such group of employees. A grievance, if it is to be considered, shall be presented within fifteen (15) business days from its known occurrence.

The immediate supervisor shall serve a written reply to the aggrieved party or parties within three (3) business days of the submission of the grievance.

Step 2: In the event the grievance is not disposed of under Step 1, the aggrieved employee(s) may request a review of the grievance with the Department Head. Such request shall be submitted to the Department Head in the same manner provided for in Step 1 of the grievance procedure within five (5) business days of the conclusion of Step 1.

The Department Head or authorized designee shall conduct an informal hearing at which all parties involved may present oral or written statements in support of their position. The hearing shall take place within ten business days following the submission of the grievance to Step 2 of the grievance procedure.

The Department Head or authorized designee shall serve a written reply to the aggrieved employee(s) and the Union within five (5) business days from the close of the hearing.

Step 3: In the event the grievance is not disposed of under Step 2 of the grievance procedure, the Union may request a review of the grievance with the Special Counsel for Labor Relations. Such request shall be submitted in the same manner provided for in Step

2 of the grievance procedure and shall be submitted within ten (10) business days from the conclusion of Step 2. The Special Counsel for Labor Relations shall serve a written reply to the Union within ten (10) business days following the close of the Step 3 review.

Step 4: In the event the grievance is not disposed of under Step 3 of the grievance procedure, the Union may submit the grievance to arbitration by filing a demand for arbitration with the Special Counsel for Labor Relations within twenty (20) business days from the conclusion of Step 3.

The County and the Union shall establish a permanent panel of 12 arbitrators to hear all arbitrations. The panel shall be selected by mutual agreement. Each year, the entire panel shall be reviewed by both parties. At that time, deletions may be made by either party, and additions may be mutually agreed to.

The top name on a rotating, alphabetical list shall be selected for the next arbitration. The selection shall be made when an arbitration demand is received by the Special Counsel for Labor Relations. Within ten (10) business days of the receipt of an arbitration demand, the Special Counsel for Labor Relations shall notify the arbitrator who is selected for that case. If an arbitrator is selected for an arbitration that is settled, that name shall be restored to the top of the list.

Arbitrations involving patient abuse at Monroe Community Hospital shall be heard only by arbitrators on the panel who are also on the statewide CSEA patient abuse panel.

The arbitrator, after reviewing oral and written statements and testimony presented at such hearings, shall respond in writing to both parties to the dispute within thirty (30) days following the close of such hearings. The decision of the arbitrator shall be final and binding upon both parties to the dispute.

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. If the grievance concerns matters not covered by this agreement or the procedures contained herein have not been adhered to, the grievance shall be denied by the arbitrator.

In any back-pay award, the arbitrator shall be limited to a back-pay award not to exceed the period commencing fifteen (15) business days preceding the filing of the grievance.

The time limits as set forth in this article shall be strictly adhered to and shall be binding upon the parties unless waived by mutual agreement.

The fees and expenses of the arbitrator shall be shared equally by the parties to this agreement.

ARTICLE 48 - DISCIPLINARY PROCEDURES

SECTION 48.1: Any employee who has completed the probationary period shall not be disciplined or discharged without just and sufficient cause.

The probationary period for permanent competitive employees shall be as set forth in Civil Service law. The probationary period for non-competitive or labor class employees shall be one year.

Any employee who has completed the probationary period who is disciplined or discharged shall be served with a notice of the action taken and the specific reasons therefore. A copy of the notice of action shall be served simultaneously upon a representative of the Unit and a copy mailed to the Union President.

This notice is to be presented to such employee at the time the action is taken. When an employee presents a clear and present danger to the County or fellow employees, the employee may be suspended and the serving of notice shall be waived for a period of forty-eight hours.

Any such employee alleging that action taken was without just and sufficient cause shall have full recourse to the grievance procedure commencing at Step 2, as set forth in Article 47, providing that such grievance is filed within fifteen (15) working days following the action being grieved.

A grievance relating to suspension or discharge may be filed beginning at Step 3 of the grievance procedure within fifteen (15) working days following such action. A grievance relating to discharge may also be filed beginning at Step 4 of the grievance procedure within fifteen (15) days following such action.

The pendency of a grievance under this article shall not restrict the County's right to take the action being contested by the employee.

ARTICLE 48A - EMPLOYEE INTERROGATIONS

The parties agree that employee interrogations shall be conducted as follows:

1. This section shall apply only to employees who have completed a probationary period.

2. Interrogation. The term "interrogation" shall be defined to mean the questioning of an employee who, at the time of such questioning, appears to be a likely target or subject for disciplinary action.

3. No employee shall be required to submit to an interrogation by the County unless the employee is notified in advance of the interrogation that he or she has the right to have CSEA representation present or to decline such representation.

4. Signed statement. No employee shall be required to sign any statement regarding their incompetency or misconduct unless the employee is notified in advance that they have the right to have Union representation present or to decline such representation. The statement shall be submitted to the employee within a reasonable time after an interrogation, if one has been held. Prior to signing the statement, the employee may make such modifications or deletions in such statement that the employee deems necessary. A copy of the statement shall be supplied to the employee at the time the employee is required to sign the statement. Any statements or admissions signed by him or her without having been so supplied to him or her may not subsequently be used in any disciplinary proceeding.

5. Representation. If an employee requests Union representation, he or she shall be given a reasonable period of time to obtain representation. If the employee requests representation and the Union or employee fails to provide such representation within a reasonable period of time, the interrogation or statement signing may proceed. An arbitrator under the collective bargaining agreement shall have the power to find that a delay in providing such representation was unreasonable.

6. When an employee is represented by the Union, the employee may consult with the Union representative in a manner that does not interrupt the flow of an interrogation.

7. Recording devices/Transcripts. No recording devices or stenographic or other record shall be used during an interrogation unless the employee is advised in advance that a transcript is being made. A copy of any stenographic record (verbatim transcript) and/or tape recording made pursuant to this provision shall be supplied to the employee.

8. Remedy. If an employee is improperly subjected to an interrogation in violation of the provisions of this agreement, an arbitrator appointed pursuant to the collective bargaining agreement shall have the authority only to exclude information obtained thereby or other evidence derived solely through such interrogation. The County shall have the burden of proof to show that, upon the preponderance of the evidence, evidence sought to be introduced was not derived solely by reason of such interrogation and was obtained independently from the statements or evidence so provided by the employee.

9. Burden of proof. In all disciplinary proceedings, the employee shall be presumed innocent until proven guilty, and the burden of proof on all matters shall rest upon the employer. Such burden of proof, even in serious matters which might constitute a crime, shall be preponderance of the evidence on the record and shall in no case be proof beyond a reasonable doubt.

10. Coercion/Intimidation. Employees shall not be coerced, intimidated, or caused to suffer any reprisals, either directly or indirectly, that may adversely affect their hours, wages, or working conditions, as a result of the exercise of their rights under this agreement.

ARTICLE 49 - OFFICE OF PROBATION - COMMUNITY CORRECTIONS

All provisions of the basic collective bargaining agreement, unless modified herein, shall apply to members of the Collective Bargaining Unit.

SECTION 49.1: The County agrees to provide the Probation Officers with an identification emblem for use in entering and leaving the Civic Center Garage expressly for the purpose of picking up or delivering a client. Such privilege shall be limited to a short-term stopover for this purpose and not for the purpose of parking the individual vehicle. Use of the identification badge for other than the above purpose shall constitute a violation of this section, and those employees who violate this section will have the privilege revoked indefinitely. This clause is limited to Probation Officer Trainees, Probation Officers and Senior Probation Officers.

SECTION 49.2: It is agreed that attendance at professional conferences is a desirable part of continuing professional education of Probation Officers; therefore, the County agrees to reimburse Probation Officers for expenses incurred in attending conferences as approved by the Director of Public Safety, the Controller's Office, and the availability of funds in the Department budget. The Director of Public Safety or designee shall include in his budget submission an amount sufficient to cover reimbursement for the number of personnel which he feels shall attend such conferences in the following year.

The County of Monroe concurs that Probation service and Probation personnel will benefit by programs encouraging postgraduate education by Probation Officers. Accordingly, it is agreed that the management of the County will recommend to the County Legislature, the Probation Officers be granted leave with full pay, for the purpose of pursuing courses at the graduate level in such subjects as Probation, Social Science, Education Law, Correction Treatment, Corrective Administration, Criminology, Psychology, Sociology, Social Work and related fields. This leave with pay will be granted on the following conditions, and it is understood that this provision is to apply equitably to employees of the Monroe County Probation Department:

(a) Approval of the Director must be obtained, and the Division Head must certify that the absence of the employee will not cause a hardship on the Department.

(b) Appropriate forms shall be filed in advance with the Department so that necessary approval can be obtained from the Director, and the matter can be processed through the County Legislature in accordance with its rules and procedures.

(c) The employee is accepted in an approved graduate training program.

(d) The employee signs a written statement affirming that he will return to the employ of the County for a period equal to that for which he is granted leave with pay for graduate education.

(e) In a case of a disturbance affecting the school program, the employee who is on educational leave and in attendance at the school shall continue in the full-time school program as long as the school remains open, or if that is not possible, shall immediately report to the employing agency for instructions. There will be no reimbursement made for tuition, travel, books, or any other fees incurred by the employee on leave. Educational leave shall be counted as time worked for all purposes, except that credit shall not accrue during the period of educational leave.

(f) The County further agrees that at such time as the New York State Legislature approves legislation funding an employee's base rate for graduate education, the County will implement the legislation without delay and without awaiting the end of the contract period in which such legislation becomes effective.

SECTION 49.3: The Probation Officer Trainee I shall be hired at a flat salary which shall correspond to Step 11-X of the salary schedule. Upon completion of a one-year period as Probation Officer Trainee I, and after evaluation by the supervisor, the Division Head may recommend to the Director of Public Safety that the Probation Officer Trainee I be promoted to Probation Officer Trainee II, which shall correspond to Step l2-X of the salary schedule. Such Probation Officer Trainee, upon the completion of one year as Probation Officer Trainee II, and after a satisfactory evaluation, may be recommended by the supervisor to the Director, that the Probation Officer Trainee be promoted to the classification of Probation Officer, which shall correspond to Step 13-A of the salary schedule. After six months service as a Probation Officer, such employee shall, upon satisfactory evaluation, be moved to Step 13-B of the salary schedule.

It is understood between the parties hereto, that the anniversary date, for increment purposes, shall remain at the point of entry into the classification of Probation Officer.

SECTION 49.4: The County agrees to maintain open competitive and promotional lists for Probation Department titles by instituting timely requests to the State Civil Service Commission for appropriate examinations.

SECTION 49.5: In-Service Training:

(a) The County shall provide relevant training for each new, reassigned or promoted employee, and the minimum training shall consist of on-the-job training by the immediate supervisor in addition to the Departmental orientation program in existence.

(b) Each employee within the bargaining unit shall be entitled to up to one hour of individual supervision per week, if needed.

(c) The County shall provide relevant training for any employee deemed not to be performing adequately in a given area. Training is to be carried out by the immediate supervisor in groups, if there is a group need or individually, if

there is an individual need.

(d) The County recognizes that the County-sponsored training conferences are an integral part of in-service training. When institutes are held, they shall be provided at no cost for bargaining unit employees.

(e) A representative of the Association shall be included on any educational committee which may be established by the Department.

(f) The County shall provide legal consultation to staff involved in probation work when needed, and shall also hold training sessions for staff as to the legal aspects of probation work on an as-needed basis.

(g) Employees being reassigned within the Probation Department shall receive two (2) weeks' notice of such reassignment, except in emergency situations. Notification will be made by the Director of Public Safety or designee.

SECTION 49.6: Work Load:

(a) The County and the Union endorse the principle of a fair day's work for a fair day's pay, and agree to cooperate in promoting this principle. The provisions of this article are intended to elaborate the joint understanding by the parties of the meaning of a fair day's work for a fair day's pay.

(b) The County agrees to use its best efforts to achieve a relatively equal distribution of work load among employees performing similar work within a unit, i.e., intake, investigation, supervision and such other units as may be established due to any reorganization.

(c) In the event that work load standards are mandated by the State Department of Probation, the County and the Association shall negotiate the impact of such mandate.

(d) In the event any employee in any unit finds it necessary to consistently request overtime approval to meet workloads, the matter will be referred to the labor/management committee for investigation and recommendations.

(e) The County shall conduct an inventory of work load distribution on a monthly basis, with a copy of such inventory submitted to the Probation Officer's Unit of the Association.

SECTION 49.7: Personnel Practices:

(a) Typing of derogatory material relating to an employee's performance shall be performed by administration supportive services personnel.

(b) There shall be an evaluation of all probationary personnel, which shall occur

approximately mid-point between the employee's date of hire and the end of the employee's probationary period.

(c) When an employee has probationary status, the supervisor shall, unless impossible, make an interim evaluation in writing of such employee prior to either the employee or supervisor leaving the unit, whether this be due to transfer or reassignment. When a conflict exists, such interim evaluation shall be combined with a composite mid-point evaluation within the Director of Probation's office, which shall provide the probationary employee with the most objective evaluation possible.

(d) The annual performance evaluation form shall be made available to the evaluator not less than fifteen (15) working days prior to the date the evaluation is due.

(e) An employee shall, upon request, be given a copy of an evaluation prepared by the supervisor. Employees shall have the right to discuss such evaluation with their supervisors. Employees shall acknowledge that they have read such material to be filed by affixing their signature on the actual copy to be filed, with the understanding that such signature merely signifies that they have read the material to be filed and do not necessarily indicate agreement with its contents.

(f) No employee shall receive a below-average evaluation, unless said employee has been summoned to a counseling interview prior to the evaluation date. A record shall be made of the interview and shall encompass the specific areas of deficiency and the improvements which must occur in order for said employee to receive a positive evaluation. The employee shall be given ample time to discuss the deficiencies and the improvements which must occur in order for said employee to receive a positive evaluation. The record of the interview shall be dated and signed by the supervisor and the employee and placed in the personnel file.

(g) An employee shall have the right to answer the material relating to an evaluation, interim evaluation, or record of counseling interview and such answer shall be attached to the evaluatory material filed. Supervisors shall acknowledge that they have read such answer by affixing their signature to the answer filed. The affixed signature of the supervisor merely signifies that they have read such answer and does not indicate that such supervisor agrees with such answer.

(h) No person other than authorized personnel shall have access to a covered employee's personnel file. For the purposes of this section, authorized personnel shall be defined as the employee's immediate supervisor, the Director of Probation, the County Executive or the respective designees. No other person shall have access to a personnel file without the employee's permission in writing to the Director of Human Resources.

SECTION 49.8: If annual physical examinations are required by the County, they shall be provided for employees at no cost.

SECTION 49.9: Any employee required to appear at court hearings outside of regularly scheduled hours, shall be guaranteed a minimum cash payment of two hours pay at the rate of straight time.

SECTION 49.10: Prior to work-site moves to new facilities, the County shall notify the Union at least 45 days in advance of such moves, and upon the Union's request, consult with the Union in advance of such moves. It is the County's intent to provide employees with a safe work facility.

ARTICLE 50 - MONROE COMMUNITY HOSPITAL

All provisions of the basic collective bargaining agreement unless modified herein, shall apply to members of the Collective Bargaining Unit.

SECTION 50.1: Compensatory time off shall be taken at a time desired by the employee, providing it does not create a staffing hardship in the Department.

SECTION 50.2: The County agrees to supply, launder, and maintain uniforms which employees are mandated to wear in the performance of their duties. Employees are expected to take reasonable care of such uniforms.

SECTION 50.3: Employees covered by this agreement who are employed on a forty hour per week basis shall receive time and one-half for all hours worked in excess of eight hours per day or eighty hours per pay period. All other provisions of Article 35 of the collective bargaining agreement shall apply.

SECTION 50.4: When an employee is in an incubation period due to a communicable disease and is not permitted to remain at work, the employee will be placed on "administrative leave" with pay for the duration of the incubation period. The Hospital, at its discretion, may require an examination to be conducted prior to the employee returning to duty.

SECTION 50.5: The County agrees that the shift premium for Registered Nurses, Licensed Practical Nurses, and Nursing Assistants shall be $.70 per hour. Effective in pay period 1 of 2003, the shift premium rate shall be $.80 per hour.

The County further agrees that the above-stated shift premiums shall also apply to those Registered Nurses, Licensed Practical Nurses and Nursing Assistants who are normally scheduled to work the day shift, but are pre-scheduled to work a shift between 6:00 p.m. and 6:00 a.m. on an irregular basis. Such shift premium shall apply only to those shifts worked between the hours of 6:00 p.m. and 6:00 a.m.

Registered Nurses, Licensed Practical Nurses, and Nursing Assistants will be paid a weekend differential of thirty-five cents ($.35) per hour for hours worked on the day, afternoon, and night shifts occurring on Saturday and Sunday.

SECTION 50.6: Observance of the holidays as set forth in Article 38 of this agreement shall be on the calendar date of such holiday for those employees functioning in a continuous operation.

SECTION 50.7: Employees who work on holidays shall receive their regular compensation for the hours worked plus time and one-half (cash or time off, at the option of the employee), providing the hours worked or paid for during that pay period equal 80 hours or more.

SECTION 50.8: Nursing employees only, who work on a continuous operation schedule, will be entitled to lump sum payment for a maximum of twelve holidays which will be made on or about December 15th of each year.

If the employee requests time off on a stipulated holiday, the employee will be required to utilize holiday pay for such time off.

Lump-sum payment for a maximum of eleven (11) holidays will be made on/about December 1 of each year.

Employees referred to herein who work on holidays shall be paid time and one-half (1 1/2) for the hours worked on stipulated holidays.

All other 40-hour per week employees of the Monroe Community Hospital will be governed by the Holiday Section as contained in paragraph 1 of Section 50.7 of the agreement.

SECTION 50.9: Vacation preference will be determined by seniority within the County and within the employee's unit of operation.

SECTION 50.10: The Hospital will attempt at all times to schedule two weekends off per month to those employees who are required to work in a continuous operation.

If the staffing in any unit of the Hospital falls below the mandated minimum, the Hospital will solicit volunteers to fill the mandated minimum coverage for the weekend.

If an insufficient number of qualified employees volunteer for the required weekend coverage, the Hospital shall modify the staffing schedule in order to meet the mandated minimum requirements.

Any employee who is scheduled to work more than two weekends out of four shall receive at least 48 hours notice of the scheduled modification. Once an employee's schedule has been modified, it shall not again be modified without the employee's concurrence.

The County agrees to act equitably in distribution of mandated assignments of employees for weekend coverage.

SECTION 50.11: Uniformed employees of the Security Division of the Hospital shall receive One Hundred Sixty-five Dollars ($165) per year as uniform allowance, pro-rated on the basis of one-twelfth (1/12) for each month of employment during each year of this agreement.

Lump-sum payment will be made on or about December 1 of each year of this agreement.

SECTION 50.12: Uniformed employees of the Security Division will receive will receive an unpaid lunch period of thirty (30) minutes on each shift.

ARTICLE 51 - OFFICE OF THE SHERIFF, SUPERVISORY SECTION

This Article was not settled as of the time the contract was printed.

SECTION 51.1: Collective Bargaining Unit:

The Collective Bargaining Unit shall consist of the following titles:

Deputy Sheriff Major
Deputy Sheriff Captain
Deputy Sheriff Lieutenant
Deputy Sheriff Supervisor (Civil)
Deputy Sheriff Court Security - Supervisor

All members of the collective bargaining unit shall be deputized.

SECTION 51.2: Applicability:

All provisions of the basic collective bargaining agreement, unless modified herein, shall apply to members of the collective bargaining unit.

SECTION 51.3: The twenty-year retirement plan (Section 89B) shall be continued to members of the unit who are qualified pursuant to the regulation of the New York State Retirement System.

All other members of the Unit who do not qualify for Section 89B shall be covered by Section 75I of the New York State Retirement System.

SECTION 51.4: Working Hours:

The basic workweek shall be 37.5 hours which shall consist of either a 4 and 2 workweek or a 5 and 2 workweek, as determined by the Sheriff.

Employees shall receive compensatory time off for all hours worked between 37.5 and 40 hours.

Employees shall be allowed, during a pay period, to use time worked beyond the regular schedule to offset up to four hours of regular work time on a day. Such offset shall be approved in advance by the Sheriff.

SECTION 51.5: Overtime:

Straight time pay or compensatory time off (at the option of the employee) shall be paid to all employees for all hours worked in excess of forty (40) hours per week in which overtime has been authorized by the Sheriff. Lieutenants, the Deputy Sheriff Supervisor (Civil), and the Deputy Sheriff Court Security Supervisor shall be paid time and one-half overtime, as if governed by the Fair Labor Standards Act, if hours worked exceed 86 hours in a pay period.

Employees required to appear at court hearings, Grand Jury hearings, or Motor Vehicle Bureau hearings outside of regularly scheduled hours shall receive three (3) hours at the rate of straight time in either cash or compensatory time off, at the option of the employee.

SECTION 51.6: Holidays:

The provisions of the holiday section shall be pursuant to Article 38 of the basic agreement, except that employees covered by this section shall receive lump-sum payment or compensatory time for the number of holidays to which they are entitled on/about December 1st of each year, by separate check if paid in cash. This shall not include the floating holiday which shall be taken during the course of each calendar year of this agreement, pursuant to Article 38.

SECTION 51.7: Survivor Benefits:

The employer shall provide fully paid Blue Cross/Blue Shield coverage for the surviving spouse and children up to the age of 19 (single or family, whichever is applicable) of employees who die as a result of action in the line of duty. Such coverage shall continue for the life time of the surviving spouse or until remarriage.

SECTION 51.8: Uniform Maintenance and Allowance:

The Sheriff agrees to continue to pay the cost of dry cleaning of uniforms for the Sheriff's uniformed personnel.

The County will issue a supplemental payment for clothing maintenance to those plain clothes employees assigned to CID, Internal Affairs, and to the Deputy Sheriff Supervisory - Civil, in the amount of Three Hundred Dollars ($300) per year, effective in 1996. This amount will be paid in lump-sum on or about December 1 of each year of this

agreement.

SECTION 51.9: Longevity

All employees covered by this agreement who have given five (5) years of continuous service based upon anniversary date of employment shall receive Two Hundred Dollars ($200) each subsequent year.

All employees who are covered by this agreement who have given ten (10) years of continuous service based upon anniversary date of employment shall receive Four Hundred Fifty Dollars ($450) each subsequent year.

All employees who have given fifteen (15) years of continuous service based upon anniversary date of employment shall receive Five Hundred Fifty Dollars ($550) each subsequent year.

All employees who have given twenty (20) years of continuous service based upon anniversary date of employment shall receive Six Hundred Fifty ($650) each subsequent year.

Longevity payments shall be made in the payroll period following July 1 of each year and shall be made to each employee in lump-sum payment. An employee who is eligible for longevity payment shall, upon separation from the County, receive a pro-rata longevity payment based upon one-twelfth (1/12) of the annual longevity payment for each full month of service from the last anniversary date.

SECTION 51.10: Personal Damages:

The employer agrees to reimburse employees of the Office of the Sheriff for damage to clothing sustained in the performance of duty in accordance with the rules and regulations of the Office of the Sheriff. The County shall also replace or repair any employee's glasses and timepieces when damaged or broken in the performance of duties in a documented situation promptly submitted.

The employer's financial obligation in respect to the aforementioned matters shall be limited to $75.00 on each item.

SECTION 51.11: False Arrest and Abuse of Power:

Defense: The County shall be responsible for providing at no cost to the employees the defense in all cases where a civil suit is brought against such employees alleging false arrest or abuse of power arising out of their actions in the performance of their duties provided, however, that the County shall not be obligated to provide such a defense where it is reasonably established that the suit arises from intentional wrongdoing or gross negligence on the part of the employee. In the event that this contract provision is contested, a court or arbitrator will be limited to a review of the County's determination and will not make a determination on the ultimate merits of the civil litigation.

Indemnification: The County of Monroe in addition to providing the legal defense for employees, shall indemnify such employees from any judgement rendered against them as a result of any civil suit arising in the performance of their duties and in the scope of their employment, provided that the judgement did not result from the intentional wrongdoing or gross negligence of the employee.

The County of Monroe shall provide the legal defense for the employees as stated above and should a judgement be rendered against any employee in a civil suit arising out of the employee's actions in the performance of his duties, the County of Monroe shall indemnify the employee provided that the judgement against the employee did not result from the intentional wrongdoing or gross negligence of the employee.

Accountability: Any employee involved in an action in which physical force was utilized or in which the employee discharges a fire arm, shall file the necessary reports as required by Departmental regulations and orders. Any other action of an employee which the employee may reasonably believe may lead to a claim against the employee or the County, shall require the employee to file a special report in accordance with established Departmental procedures within seventy-two (72) hours of such action.

The failure of an employee to submit any report as required in this article within the time specified without sufficient justification, shall relieve the County from its obligation to defend and indemnify such employee.

Should the employee be served with a notice of claim or with a summons and complaint, such notice of claim and/or summons and complaint must be forwarded by the employee to the Sheriff or designee within five calendar days of the date of receipt of such notice of claim and/or summons and complaint by the employee.

The County shall not be obligated to defend or indemnify any employee who fails to forward such notice of claim and/or summons and complaint to the Sheriff or designee within the five calendar days of receipt thereof.

Any employee involved in any incident which may be the subject of litigation must cooperate with the County Attorney's Office and the Sheriff's legal counsel in all respects. Such employee must respond promptly to letters, must appear for interviews, hearings, and examinations as requested by the County Attorney's Office or its retained counsel.

If such employee fails to cooperate without a justifiable excuse, the County shall be relieved of its obligation to defend and indemnify such employee.

SECTION 51.12: In-Service Disability:

An employee who is eligible for Section 207 (c) of the General Municipal Law due to a job-related illness or injury shall be paid full salary at the usual time and shall assign the full amount of the weekly compensation award to the employer. The employer shall continue the employee on full salary for the duration of the absence or until such employee

is adjudged totally and permanently disabled. At such time as the employee returns to work and a compensation award is received, the employee will sign over to the County an amount of the award for the purpose of reimbursing the County for wages paid beyond the weekly amount paid by worker's compensation. During any absence covered by Section 207 (c), the employee will not be required to use any leave credits.

SECTION 51.13: Personnel Files:

No material related to an employee's conduct, performance, character, or personality which is derogatory in nature shall be placed in an employee's personnel file without notification to the employee. Employees shall be given an opportunity to read such material by affixing their signature on the material to be filed with the understanding that such signature merely acknowledges that they have read such material and does not indicate agreement with its contents. The employee shall receive a copy of such material upon request.

Such employee shall have the right to seek the removal from the personnel file of any derogatory material by filing a grievance under the grievance and arbitration provisions of this agreement.

An employee shall have the opportunity to review the personnel file in the presence of an appropriate Department official upon five (5) days' written notice and to place in such file a response of reasonable length to anything contained therein which such employee deems to be adverse.

The Sheriff agrees that there shall not be more than one (1) personnel file in the Department which shall be maintained in the personnel office of the Department.

Nothing contained in this section shall apply to material which has been placed in the Office of the Sheriff Internal Affairs file.

SECTION 51.14: Reduction of Work Force:

Where, because of economy, consolidation, abolishment of functions, curtailment of activities or otherwise, the County finds it necessary to reduce the work force, such reduction shall be made in accordance with the provisions set forth in this section. The County agrees to discuss with the Union any and all anticipated layoffs before such anticipated action is made public by the County and prior to County notification to affected employees.

Employees subject to layoffs shall be given at least thirty (30) calendar days' notice prior to the date of layoff.

An employee shall be deemed to have seniority as of the date of employment in the employee's current classification in the Office of the Sheriff.

An employee subject to layoff may displace the incumbent with the least seniority in

the lower title within the budget account in which the employee is being laid off, providing he meets the qualifications of the lower title.

An employee subject to layoff who refuses appointment in a lower title shall forfeit all rights contained in this section.

SECTION 51.15: Mileage Reimbursement:

Employees required to appear at court hearings shall be compensated for the use of their personal automobiles at the established mileage reimbursement rate set forth in the basic agreement for all miles driven both from and returning to their residence by the most direct route.

SECTION 51.16: Leaves of Absence:

A request for a leave of absence pursuant to Article 20, shall not be granted unless approved by the Sheriff.

SECTION 51.17: Discipline:

It is hereby agreed between the parties hereto that employees covered under this agreement shall not, for disciplinary purposes, be discharged, suspended or demoted without just and sufficient cause.

Any such employee who is suspended, discharged or demoted must be served with a notice of such action setting forth the reason for such action. This notice is to be presented to such employee at the time the action is to be taken and a copy is to be served simultaneously upon the employee's union representative.

Any such employee alleging that he has been suspended, discharged or demoted for disciplinary reasons without just and sufficient cause shall have full recourse to the following grievance procedure:

1. The grievance shall be submitted in writing and signed by the aggrieved party and presented to the person who instituted such action within ten (10) calendar days following such action. The charging party shall serve a written reply to the aggrieved party within three (3) business days of the submission of the grievance.

2. In the event the grievance is not disposed of under Step 1 of this procedure, the aggrieved employee shall submit the grievance to the Sheriff, providing he is not the charging party, within five (5) business days of the conclusion of Step 1. The Sheriff shall serve a written reply to the aggrieved employee within ten (10) business days following the review hearing.

3. In the event the grievance is not disposed of under Step 2 of this procedure, the Union may submit the grievance to final and binding arbitration within ten

(10) business days following the response at Step 2.

The Federal Mediation and Conciliation Service shall be requested to submit a list of seven (7) persons from which the Union and the Employer shall select an arbitrator by alternately striking names until one (1) name remains, who shall be designated the arbitrator. In all other respects, the rules of the Federal Mediation and Conciliation Agency shall be controlling. The arbitrator shall confine himself solely to a review of the determination of guilt or innocence of the grievant, and to determine whether or not the decision was based upon substantial evidence. The arbitrator shall be precluded from any determination in respect to the merits of the rules and regulations of the Office of the Sheriff or in respect to the penalty imposed upon the grievant, except where the penalty imposed is found to be arbitrary or capricious.

The arbitrator shall not have the authority to add to, detract from or alter in any way the provisions of this agreement. The decision of the arbitrator shall be final and binding upon the parties.

All fees and expenses of the arbitrator shall be divided equally between the Employer and the Union.

SECTION 51.18: Probationary Period:

1. The probationary period of employees new to the bargaining unit or promoted to a higher position shall be a period of twelve months, during which time such employee may be returned to the former position for unsatisfactory performance, without recourse to the grievance procedure contained in Section 51.17.

2. While such employee is serving a probationary period, the Employer shall make every effort to notify such employee of any deficiency that may have been observed in such employee's work which, if not corrected, could be cause to return that employee to the former position prior to completion of the probationary period.

SECTION 51.19: Rules and Regulations:

Nothing contained in this agreement shall be construed to deny employees their rights or to waive any of their obligations under the rules and regulations of the Office of the Sheriff.

SECTION 51.20: Disclaimer:

The following articles and sections of the basic collective bargaining agreement shall not apply to employees covered under this article.

Article 9, Section 9.1 - Working Conditions

Article 25 - Residency

Article 28, Section 28.1 - Shift Preference

Article 31 - Job Posting, Promotion, and Exam Announcements

Article 35, Section 35.7 - Stand-by Pay

Article 36 - Longevity

Article 51, Section 51.5, of this agreement, entitled "Overtime," shall not apply to those employees who are furnished Departmental vehicles on a regular basis.

SECTION 51.21: The County agrees to discuss with the Union the impact of any decision relating to consolidation of police forces in Monroe County.

ARTICLE 52 - OFFICE OF THE SHERIFF, CIVILIAN SECTION

SECTION 52.1: All provisions of the basic agreement, unless modified herein shall apply to members of this unit.

SECTION 52.2: Article 25 entitled "Residency" shall not apply. The residency requirements as set forth in the rules and regulations of the Office of the Sheriff shall apply to all employees.

SECTION 52.3: Promotional job openings shall be posted within the Office of the Sheriff on the bulletin board for Administrative Services, for the sole purpose of apprising the employees of the promotional opportunity.

SECTION 52.4: A request for a leave of absence pursuant to Article 20 of the basic agreement shall not be granted unless approved by the Sheriff.

SECTION 52.5: Probationary Status:

A probationary employee is one with less than one year service and such employee may be disciplined or discharged without recourse to the grievance procedure.

Any employee who has completed the probationary period shall be entitled to utilize the grievance procedure as hereinafter set forth.

An employee who has been promoted to a higher classification shall serve a six-month probationary period, during which time they may be returned to the former position without recourse to the grievance procedure.

SECTION 52.6: Disciplinary Grievance Procedure:

It is hereby agreed between the parties hereto that employees covered under this agreement who have completed their probationary period shall not, for disciplinary

purposes, be discharged, suspended or demoted without just and sufficient cause.

Any such employee who is suspended, discharged or demoted must be served with a notice of such action setting forth the reason for such action. This notice is to be presented to such employee at the time the action is to be taken and a copy is to be served simultaneously upon the employee's union representative.

Any such employee alleging that he has been suspended, discharged or demoted for disciplinary reasons without just and sufficient cause shall have full recourse to the following grievance procedure:

1. The grievance shall be submitted in writing and signed by the aggrieved party and presented to the person who instituted such action within ten (10) calendar days following such action. The charging party shall serve a written reply to the aggrieved party within three (3) business days of the submission of the grievance.

2. In the event the grievance is not disposed of under Step 1 of this procedure, the aggrieved employee shall submit the grievance to the Sheriff, providing he was not the charging party, within five (5) business days of the conclusion of Step 1. The Sheriff shall serve a written reply to the aggrieved employee within ten (10) business days following the request for review.

3. In the event the grievance is not disposed of under Step 2 of this procedure, the Union may submit the grievance to final and binding arbitration within ten (10) business days following the response at Step 2.

The Public Employment Relations Board or The Federal Mediation and Conciliation Service shall be requested to submit a list of seven (7) persons from which the Union and the Employer shall select an arbitrator by alternately striking names until one (1) name remains, who shall be designated the arbitrator. In all other respects, the rules of the Federal Mediation and Conciliation Agency shall be controlling. The arbitrator shall confine himself solely to a review of the determination of guilt or innocence of the grievant, and to determine whether or not the decision was based upon substantial evidence. The arbitrator shall be precluded from any determination in respect to the merits of the rules and regulations of the Office of the Sheriff or in respect to the penalty imposed upon the grievant, except where the penalty imposed is found to be arbitrary or capricious.

The arbitrator shall not have the authority to add to, detract from or alter in any way the provisions of this agreement. The decision of the arbitrator shall be final and binding upon the parties.

All fees and expenses of the arbitrator shall be divided equally between the Employer and the Union.

Nothing contained in this article shall be construed to deny employees their rights or to waive any of their obligations under the rules and regulations of the Office of the Sheriff.

SECTION 52.7: Working Hours:

The basic workweek for Auto Mechanics shall be forty (40) hours at eight (8) hours per day with a twenty minute paid lunch period.

The workweek for all clerical and white-collar employees shall be thirty-five (35) hours per week at seven (7) hours per day, with a one-hour unpaid lunch period.

The workweek for Registered Nurses shall be forty (40) hours with eight (8) consecutive hours per day, including a paid lunch period of twenty (20) minutes.

Clerical and white-collar employees shall receive compensatory time off for all hours worked between 35 and 40 hours per week.

SECTION 52.8: The County agrees to discuss with the Union the impact of any decision relating to consolidation of police forces in Monroe County.

SECTION 52.9: Working tools which are supplied by the County shall be utilized by employees on a sign-out procedure. Employees shall be responsible for replacement of any tools which have been signed out and have been lost or stolen. Broken or worn out tools shall be turned in for replacement.

Where employees are required to supply their own tools, the County agrees to provide a tool allowance in the same manner as that which applies to Mechanics in the Blue Collar Unit.

An employee who has been issued uniforms, tools, or equipment shall turn such material in at the time of resignation or termination. The employee's last paycheck will be withheld until such time as the employee turns in such material or until such employee reimburses the County for the fair value of such material.

In the event of fire or burglary, the County will bear responsibility for the tools of any employees which have been destroyed or burglarized provided that employees supplying their own tools shall be required to submit to supervision an advance inventory of such tools and an adjusted inventory of any change in the employees complement of tools.

SECTION 52.10: Registered Nurses shall be required to work an eighty (80) hour pay period, but shall receive the hourly rate established for a seventy (70) hour per pay period position.

SECTION 52.11: Registered Nurses supplying their own uniforms shall receive a uniform allowance of Two Hundred Twenty-five Dollars ($225) per year, providing the claim is submitted to the Sheriff's Department by November 15 of each year.

SECTION 52.12: Clerks working a 4-2 work schedule (4 days on, 2 days off):

The Clerks are paid for 7.5 hours per day and have a norm of 75 hours. The work day is 8 hours per day.

Overtime: The Clerks are paid the first 2.5 hours of overtime in a week as straight comp time (paid straight overtime if the employee requests pay and the department approves), and the time after that is paid at time-and-one-half (comp time or pay, employee's choice).

Holidays: 7.5 hours of holiday pay is paid for each holiday, whether or not the employee is scheduled to work on the holiday.

Working on holidays: Work on a holiday is paid like overtime: 2.5 hours of straight comp time, additional hours worked paid at time-and-one-half.

Not scheduled to work on holidays: If an employee is not scheduled to work on a holiday, the employee is paid 7.5 hours of holiday pay. If the employee works their regular schedule that week (37.5 hours recorded with either the 4-day or 5-day wheel), then the 7.5 hours of holiday pay would be paid as overtime at 2.5 hours at straight time and 5 hours at time-and-one-half. (In calculating overtime, vacation and comp time count in the 37.5 regular hours, sick leave does not count.)

Scheduled to work a holiday, but takes vacation or comp time:
Employee is paid 7.5 hours of holiday pay, plus 7.5 hours of vacation or comp time.

ARTICLE 53 - HEALTH DEPARTMENT SECTION

All provisions of the basic agreement unless modified herein shall apply to members of the Collective Bargaining Unit.

SECTION 53.1: The County agrees to supply, launder and maintain all uniforms which the Department mandates employees to wear in the performance of their duties, except that Public Health Nurses, Registered Nurses working in Public Health, Health Office Assistants and Physical Therapists shall supply, launder and maintain their own uniforms.

Effective January 1, 1989, the aforementioned employees' uniform allowance shall be increased to Two Hundred Twenty-five Dollars ($225) per year, pro-rated on the basis of one-twelfth (1/12) for each month of employment during 1989 and 1990.

Lump-sum payment will be made on or about December 1, provided the claim is made by November 15.

SECTION 53.2: The County agrees to supply any equipment to employees which the County deems necessary in order to safely perform the work required. The County agrees to abide by all safety standards mandated to it by law.

SECTION 53.3: School Health employees will be 12-month employees.

School Health employees will be offered a leave of absence beginning the day after the last day of the City School District school calendar until the Monday prior to Labor Day. Employees who elect this leave of absence may be covered by the County's health insurance coverage if the employee pays the full premium.

Vacation, compensatory time, or no-pay must be used during school recesses. The vacation period of January 1--May 31 shall be posted on December 1 for a period of 14 days. The vacation period of June 1--December 31 shall be posted on May 1 for a period of 14 days.

School Health employees will be offered employment during school recess periods.

If school buildings are closed due to weather conditions, employees shall not report to their assigned buildings but will be compensated. Employees will be required to make up such days if the school calendar is extended or altered. Employees may be required to report for work in other areas of the Health Department if needed. In such case, employees shall be called on a rotating basis. The County office-closing policy shall apply.

Vacation and sick leave accruals will begin effective
May 1, 1996.

SECTION 53.4: The County agrees to provide training which is mandated during working hours and at no cost to the employees.

SECTION 53.5: Public Health Nurses, Registered Nurses, and nursing supervisory staff in the Certified Home Health Agency (CHHA) shall be paid a weekend differential of thirty-five cents per hour for hours worked between 7:00 a.m. Saturday and 7:00 a.m. Monday.

SECTION 53.6: Public Health Nurses, Registered Nurses, and nursing supervisory staff in the Certified Home Health Agency (CHHA) shall be paid a shift premium of $.50, effective July 1, 1991, and $.60, effective July 1, 1992, for all hours worked between 6:00 p.m. and 6:00 a.m.

SECTION 53.7: Employees of the Certified Home Health Agency in nursing titles, who were hired by the County prior to May 1, 1991, shall have the option to observe holidays as set forth in Article 38 or as set forth below. An employee's choice to be governed by Article 38 must be made by October 15 of each year. Such employees who were hired after May 1, 1991, shall observe holidays as follows:

Observe the following holidays on the calendar date of the holiday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. In addition, employees shall have seven floating holidays, which accrue as the holidays occur (Martin Luther Kings's Birthday, Washington's Birthday, Columbus Day, Election Day,

Veteran's Day, the day after Thanksgiving, and the floating holiday (accrues January 1) and which may be taken at a time mutually agreed to between the employee and the Department Head or designee.

If an employee chooses not to take, or is prevented by the Health Department from taking, floating holidays during each calendar year, the floating holidays shall be converted to the compensatory time bank of the employee or shall be paid for in cash, at the employee's option.

ARTICLE 54 - BLUE COLLAR SECTION

All provisions of the basic agreement unless modified herein shall apply to members of the Collective Bargaining Unit.

SECTION 54.1: Employees in this unit shall be those employees in the following Departments: Aviation, Engineering, Facilities Management, Parks, and Transportation.

SECTION 54.2: The County agrees to supply, launder and maintain any work uniforms which the Department requires employees to wear in the performance of their duties.

Employees are expected to take reasonable care of such uniforms and account for them when required to do so. Uniforms which require replacement shall be turned in to the Department prior to replacement.

The County further agrees to supply any equipment to employees which the County deems necessary in order to safely perform the work required.

SECTION 54.3: Working tools which are supplied by the County shall be utilized by employees on a sign-out procedure. Employees shall be responsible for replacement of any tools which have been signed out and have been lost or stolen. Broken or worn out tools shall be turned in for replacement.

In the event of fire or burglary, the County will bear responsibility for the tools of any employee which have been destroyed or burglarized, provided that employees supplying their own tools shall be required to submit to supervision an advance inventory of such tools and an adjusted inventory of any change in the employee's complement of tools.

An employee who has been issued uniforms, tools or equipment, shall turn such material in at the time of resignation or termination. The employee's last pay check will be withheld until such time as the employee turns in such material or until such employee reimburses the County for the fair value of such material.

Employees who are required to supply their own tools shall receive an annual tool allowance of Two Hundred Dollars ($200) per year which shall be payable in the first payperiod of December in the year following January 1, 1989, and January 1, 1990. The tool allowance shall be payable on a pro-rata basis at one-twelfth (1/12) of the tool

allowance for each month of service.

SECTION 54.4: An employee required to obtain a new or special license to operate vehicles or equipment of the County shall be granted time off with pay for the purpose of taking any necessary vehicle to the test site. It shall be the responsibility of the employee to retain licensing requirements.

SECTION 54.5: Transportation will be provided to employees for the purpose of transporting them to and from the central reporting location unless it is not practical to do so. The County agrees not to transport employees in an open truck unless it equips such truck with a cover and seating arrangements.

SECTION 54.6: In the event an employee in Traffic Engineering is required to engage in work on a traffic control device in an area which the employee considers unsafe, the employee shall notify the supervisor that another person is required during such work. The supervisor will attempt to assign a second employee or a Police Officer to work the site. If the supervisor is unable to make such assignment, the employee, if he or she considers the atmosphere a threat to their safety, shall notify the supervisor that they are unable to perform the work until joined by another person.

SECTION 54.7: The Unit may assign a steward in each of the facilities set forth in this agreement for the purpose of bringing to the attention of the manager of the facility problems relating to health and safety.

SECTION 54.8: The parties to this agreement do agree that safety rules are promulgated for the protection of County employees, and that infractions of promulgated safety rules by employees shall result in disciplinary action by the County. Employees shall not be required to work under conditions which constitute a threat to their health or safety.

SECTION 54.9: The Winter overtime lists at the Monroe County Airport shall be maintained in the Foreman's office and the Dispatcher's office. There will be three separate lists; the first containing the Airport Foreman, the second containing the Foremen and the Motor Equipment Operators, and the third, Airport Mechanics. Call-outs shall be made on a rotating basis.

SECTION 54.10: All employees with the exception of Motor Equipment Operators at the Monroe County Airport shall be subject to an unpaid lunch period of thirty (30) minutes. This shall not apply to employees on continuous operation.

SECTION 54.11: Temporary Departmental transfers shall be in accordance with Section 17.3 of this agreement.

SECTION 54.12: The County agrees to institute a safety incentive program as soon as is practicable to do so.

ARTICLE 55 - DEPARTMENT OF ENVIRONMENTAL SERVICES SECTION

All provisions of the basic agreement unless modified herein shall apply to members of the Collective Bargaining Unit.

SECTION 55.1: Employees in this unit shall be those employees in the Department of Environmental Services.

SECTION 55.2: The County agrees to supply, launder and maintain any work uniforms which the Department requires employees to wear in the performance of their duties.

Employees are expected to take reasonable care of such uniforms and account for them when required to do so. Uniforms which require replacement shall be turned in to the Department prior to replacement.

The County further agrees to supply any equipment to employees which the County deems necessary in order to safely perform the work required.

SECTION 55.3: Working tools which are supplied by the County shall be utilized by employees on a sign-out procedure. Employees shall be responsible for replacement of any tools which have been signed out and have been lost or stolen. Broken or worn out tools shall be turned in for replacement.

In the event of fire or burglary, the County will bear responsibility for the tools of any employee which have been destroyed or burglarized, provided that employees supplying their own tools shall be required to submit to supervision an advance inventory of such tools and an adjusted inventory of any change in the employee's complement of tools.

An employee who has been issued uniforms, tools or equipment, shall turn such material in at the time of resignation or termination. The employee's last pay check will be withheld until such time as the employee turns in such material or until such employee reimburses the County for the fair value of such material.

SECTION 55.4: An employee required to obtain a new or special license to operate vehicles or equipment of the County shall be granted time off with pay for the purpose of taking any necessary vehicle to the test site. It shall be the responsibility of the employee to retain licensing requirements.

SECTION 55.5: Transportation will be provided to employees for the purpose of transporting them to and from the central reporting location unless it is not practical to do so. The County agrees not to transport employees in an open truck unless it equips such truck with a cover and seating arrangements.

SECTION 55.6: The Unit may assign a steward in each of the facilities set forth in this agreement for the purpose of bringing to the attention of the manager of the facility problems relating to health and safety.

SECTION 55.7: The parties to this agreement do agree that safety rules are

promulgated for the protection of County employees, and that infractions of promulgated safety rules by employees shall result in disciplinary action by the County. Employees shall not be required to work under conditions which constitute a threat to their health or safety.

SECTION 55.8: All employees shall be subject to an unpaid lunch period of thirty (30) minutes. This shall not apply to employees on continuous operation.

SECTION 55.9: Temporary Departmental transfers shall be in accordance with Section 17.3 of this agreement.

SECTION 55.10: The County agrees to institute a safety incentive program as soon as is practicable to do so.

ARTICLE 56 - MONROE COMMUNITY COLLEGE SECTION

SECTION 56.1: All provisions of the basic agreement shall be applicable to Monroe Community College employees unless otherwise modified herein.

MCC agrees to notify the CSEA MCC Section of any abolishments, creations, or transfers out of the bargaining unit prior to implementation.

SECTION 56.2: The College agrees to post vacancies, pursuant to Article 31 of the basic agreement, in buildings #1, #5, #8, #11, the Mailroom, and Building Services.

Employees desiring to fill a posted vacancy shall submit their name and the position desired to the Personnel Department of the College.

No employee may transfer laterally more than once per year, unless agreed to by management.

In appointments made after postings under Article 31, MCC shall select the most qualified candidate, from whatever source. In assessing candidates, the screening committee shall have representation from the CSEA bargaining unit, which representation shall be selected by CSEA.

SECTION 56.3: The College agrees to provide, launder and maintain all uniforms which employees are required to wear.

In those instances where the College reimburses the employee for uniform supply and maintenance, the College shall reimburse each such employee in the amount of Twenty-five Dollars ($25) per month. The College agrees to repair uniforms which are torn in the performance of duty.

The College agrees to supply any equipment to employees which the College deems necessary in order to safely perform the work required.

The College agrees to post and make part of this agreement, by August 31st of each

year, the College holiday schedule.

When a 35 hour per week employee is required to work on a stipulated County holiday, a day shall be added to the employee's vacation bank. When a 40 hour per week employee is required to work on a holiday, he shall receive holiday pay plus time and one-half or compensatory time off at the rate of time and one-half (at the option of the employee) for the hours worked on such holiday, in accordance with Article 38 of the agreement.

Employees shall be scheduled off on the days between Christmas and New Year's Day in lieu of Lincoln's Birthday, Washington's Birthday, Election Day, and Veteran's Day.

Employees who are required to work between Christmas and New Year's will be paid in accordance with Section 38.3 of this agreement.

SECTION 56.4: All security personnel will be expected to work their regular shifts if scheduled to work on holidays. The security personnel who are required to work, and also those who have off, will be compensated an extra day's pay at the end of the academic year for a total of twelve days' pay, provided such employee was employed for the entire year. It is mutually understood that no additional compensatory time will be granted for holidays worked or not worked.

The floating holiday as set forth in Article 38 of this agreement shall be taken at a time which is mutually agreed to between the employee and the College. There shall be no additional compensation in respect to the floating holiday stipulated.

SECTION 56.5: The President of the College Section of C.S.E.A. shall, upon request, receive a copy of the proposed annual budget after submission to the Monroe County Legislature and prior to its adoption.

SECTION 56.6: Twenty-four (24) hour notification shall be given to an employee in the event of a change in the normal scheduled lunch hour period, except as mutually agreed to between the employee and the supervisor or if an emergency situation arises.

SECTION 56.7: The College agrees that all full time staff who have been employed by the College for six months or longer shall be entitled to membership in the life insurance program designated by the College. This program consists of an amount of insurance equal to two and one-half times the annual salary, to a maximum of $200,000.

Any staff member electing to participate in the program shall have 50% of the premium paid by the College.

All full time staff shall be eligible to participate in the TIAA disability insurance program designated by the College. Any staff member electing to participate in this program shall have 50% of this premium paid by the College.

SECTION 56.8: Staff members of the College will be provided with access to all County job descriptions. A complete and current file of such will be maintained in the

College Personnel Office.

SECTION 56.9: The increment evaluation system of Monroe Community College shall continue in effect for the life of this agreement.

SECTION 56.10: The President of the Monroe Community College section shall be placed on a mailing list to receive all Civil Service examination announcements.

SECTION 56.11: The present Blue Cross/Blue Shield plan for staff personnel shall remain in full force and effect for the duration of this contract.

SECTION 56.12: Ten-month employees of the College shall take their time off for vacation in accordance with Article 43 of the collective bargaining agreement within their ten month work time, unless management cannot grant vacation time within that period, in which case the employee may take accrued vacation at another time during the calendar year.

The College agrees to provide all ten-month employees with the option of receiving paychecks over a ten-month or a twelve-month period. Employees may choose this option on a yearly basis.

SECTION 56.13: It is agreed that Labor/Management Committee meetings shall be held on a quarterly basis between no more than three (3) representatives of the Union and the designee of the College.

These meetings shall be held at a mutually agreed upon date, and the Union agrees to submit an agenda of issues to be discussed during such meetings at least five (5) days in advance of the scheduled date.

SECTION 56.14: Employees who incur additional costs (e.g. parking) if transferred to the Damon Campus shall receive a designated stipend, to be paid quarterly, to defer those costs.

SECTION 56.15: MCC tuition shall be waived for MCC employees in the bargaining unit, on a space-available basis for each class.

Spouses, dependent children, and dependent step-children of bargaining unit employees shall be eligible for the tuition waiver provided the employee holds permanent, full-time, Civil Service status at the College and has been continuously employed at the College for at least one year. Tuition waiver for spouses, dependent children, and dependent stepchildren is limited to state aidable courses on a seat available basis. All normal registration procedures shall apply to individuals utilizing this benefit, except that application for the waiver must be made to the Office of Human Resources at least five weeks prior to the start of classes.

ARTICLE 57 - COMPLETE AGREEMENT

SECTION 57.1: The parties agree that each has had the unlimited right to present proposals and counterproposals concerning wages, hours and other conditions of work, the results of which are set forth in this agreement.

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

Except for those provisions of the 1983-1985 contract which have been honored by the County beyond the expiration of the contract, no provision of this agreement shall be retroactive to January 1, 1986, unless specifically set forth herein.

ARTICLE 58 - SEVERABILITY

SECTION 58.1: If any article or part thereof of this agreement, or any addition thereto should be decided as in violation of any Federal, State or County Law, or if adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of this agreement or any addition thereto shall not be affected.

SECTION 58.2: If a determination or decision is made pursuant to Section 58.1 of this Article, the parties to this agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such article or part thereof.

IT IS AGREED BY AND BETWEEN THE PARTIES HERETO THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 59 - TERM OF AGREEMENT

This agreement shall become effective January 1, 2000, and terminate at the close of business on December 31, 2003.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives.

MONROE COUNTY

_____
By: John D. Doyle, County Executive

_____
By: Andrew P. Meloni, Sheriff

_____
By: Barry C. Watkins, Special Counsel for Labor Relations

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., MONROE LOCAL 828

_____
By: Bernadette Giambra, President

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,
MONROE COUNTY EMPLOYEE UNIT, LOCAL 828, UNIT 7400

_____
By: Florence Tripi, President

_____
By: Debbie Lee, Collective Bargaining Specialist

STATE OF NEW YORK
COUNTY OF MONROE SS:

CITY OF ROCHESTER

On this th day of , 2000, before me, the subscriber, personally came JOHN D. DOYLE, to me known, who being by me duly sworn did depose and say that he resides in the County of Monroe, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by virtue of the statutes of the State of New York in such case made and provided, and that he signed his name thereto by virtue of such authority.

Notary Public

STATE OF NEW YORK
COUNTY OF MONROE SS:
CITY OF ROCHESTER

On this th day of , 2000, before me personally came FLORENCE TRIPI, to me known, who being by me duly sworn, did depose and say that she resides in the County of Monroe, that she is the President of the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., MONROE CHAPTER, LOCAL 828, and that she signed her name thereto by virtue of such authority.

Notary Public

MONROE COUNTY EMPLOYEE UNIT
CSEA NEGOTIATING TEAM

1999

Debbie Lee	Chief Negotiator
Florence Tripi	President
James Volpone	First Vice President
Cristal Zaffuto	Second Vice President
Patricia Dano	Third Vice President
Roland Gray	Secretary/Downtown Section
Adrienne Marasco	Treasurer/Social Services
Michael Flavin	Environmental Services
Donald Gordon	Health Department
Joyce Medwin	Monroe Community College
Frank Moskowitz	Parks Department & Aviation
Caril Powell-Price	Office of Probation-Community Corrections
Gina Robinson	Social Services
Judith Trost	Sheriff's Civilian Section
Patricia Wolff	Monroe Community College
Benjamin Davis	Monroe Community Hospital
Captain Maureen Chisholm	Sheriff's Command Section

MONROE COUNTY MANAGEMENT
NEGOTIATING TEAM
1999

Barry C. Watkins	Special Counsel for Labor Relations
Deborah L. Griffith	Labor Relations
Marie D. Murray	Labor Relations
Alan Bernstein	Health Department
Elizabeth J. Hinkley	Monroe Community Hospital

If you have any questions regarding the contract, contact the following:

Labor:
CSEA Local 828 -- Unit 7400
167 Flanders Street
Rochester, NY 14619
716-328-5250

Management:
Monroe County Labor Relations
210 County Office Building
Rochester, NY, 14614
716-428-5660

AGREEMENT
between

MONROE COUNTY
and
CIVIL SERVICE EMPLOYEES ASSOCIATION

The parties agree as follows:

1. A 35-hour employee shall keep the 35-hour work schedule under the following circumstances:

A. Promotions from a promotional eligible list, if the promotion is no more than three pay groups.

B. Provisional employees who are promoted and will be taking a promotional Civil Service test for the position.

C. Transfers (i.e., from one department to another department in the same title), or moves from one title to another title in the same or lower pay group, within a department or from one department to another.

D. Reclassifications to a title in the same or lower pay group.

E. Reinstatements from a preferred list or a recall list, if the employee was a 35-hour employee when laid off, and if the reinstatement is within four years.

2. An employee who is covered by paragraph 1A or 1B may elect to have a 40-hour work schedule. In such case, the employee shall be paid the hourly rate in the higher pay group which is immediately above the hourly rate being received in the old title, plus one additional step.

3. An employee who is covered by paragraph 1C, 1D, or 1E may elect to have a 40-hour work schedule. In such case, the employee shall receive the next highest pay step, based upon the employee's hourly rate.

4. All employees who are appointed to a position in a higher pay group and who go from a 35-hour work schedule to a 40-hour work schedule shall be paid the hourly rate in the higher pay group which is immediately above the hourly rate being received in the old title, plus one additional step.

5. If an employee is appointed to a position in a higher pay group and goes from a 35-hour work schedule to a 40-hour work schedule, and if the employee's hourly rate would decrease, the employee's current hourly rate shall be red-circled, pending future salary schedule increases which provide an hourly rate increase for the employee.

6. All pay adjustments provided for in this agreement must be made within the existing salary schedule. ("F" and "G" steps are available only to titles listed in Section 4.14 of the collective bargaining agreement.)

7. CSEA affirms that, pursuant to Section 10.1 of the collective bargaining agreement, the County may establish the days and hours of work for all positions, except as provided in this agreement.

8. The provisions of this agreement shall apply to employees who become part of the CSEA bargaining unit from another County employee bargaining unit.

DATED: September 28, 1999

_____	
BARRY C. WATKINS	FLORENCE TRIPI
Labor Relations Manager	President
MONROE COUNTY	CSEA, MONROE COUNTY EMPLOYEE UNIT
	_____
	DEBBIE LEE
	Labor Relations Specialist
	CSEA