AGREEMENT

BETWEEN

MONROE COUNTY

AND

THE CSEA LOCAL 1000 AFSCME, AFL-CIO

MONROE COUNTY SHERIFF COMMAND UNIT

MONROE COUNTY LOCAL 828, UNIT 7423

January 1, 2009 – December 31, 2012

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AGREEMENT

This agreement is entered into by and between Monroe County, a municipal corporation with offices in the County Office Building, 39 West Main Street, Rochester, New York, and the Monroe County Sheriff (hereinafter referred to as the County), and the Civil Service Employees Association, Inc., Monroe County Sheriff Command 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 CS.EA 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 CSEA 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: The Collective Bargaining Unit shall consist of the following titles:

	Pay Group
Deputy Sheriff Jailor Major	80
Deputy Sheriff Patrol Major	80
Deputy Sheriff Jailor Captain	79
Deputy Sheriff Patrol Captain	79
Deputy Sheriff Jailor Lieutenant	78
Deputy Sheriff Patrol Lieutenant	78
Deputy Sheriff Court Security Lieutenant	77

All members of the collective bargaining unit shall be deputized.

SECTION 3.2: 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 January 1, 2009, the 2008 salary schedule will be increased by 2.5%.

SECTION 4.2: Effective January 1, 2010, the 2009 salary schedule will be increased by 2.5%.

SECTION 4.3: Effective January 1, 2011, the 2010 salary schedule will be increased by 2.5%.

SECTION 4.4: Effective January 1, 2012, the 2011 salary schedule will be increased by 2.5%.

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. 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 payment is lost shall, upon completion of a certification of a lost check, be issued another payment within five (5) working days of reporting the incident.

Employees who receive an incorrect payment, 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 payday falls on a holiday, the preceding workday shall become the payday.

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

ARTICLE 5 - DIRECT PAYROLL DEPOSIT

SECTION 5.1: Employees paychecks will be deposited 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 Sheriff and 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 Sheriff and 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 and Sheriff have the right to adopt additional personnel rules, which are not in conflict with the provisions of this agreement.

SECTION 7.2: The County and the Sheriff agree 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 and the Sheriff 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 Sheriff 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 Sheriff 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: Uniform Maintenance and Allowance:

The Sheriff agrees 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 clothed employees assigned to CIS and Internal Affairs, and to the Deputy Sheriff Civil Lieutenant in the amount of three hundred dollars ($300) per year. This amount will be paid in lump sum on or about December 1 of each year of this agreement. This amount will be increased by $100 in 2009 and an additional $100 in 2011 for certain plainclothes officers. This increase will be applicable only to those plainclothes officers who are regularly required to dress in business attire (jackets, ties) as specified in this agreement (CIS and Internal Affairs).

SECTION 9.2: Personal Damages:

The County agrees to reimburse unit members 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 9.3: 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 9.4: 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: 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. The exact work days and working hours shall depend on the individual position held and shall be determined by the Sheriff.

Employees shall receive straight time pay or compensatory time off (at the option of the employee) 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.

ARTICLE 11 - FLEXTIME

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

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 employees. The Sheriff is responsible for the accuracy of each attendance record, and for following the

prescribed procedures. The Sheriff and each employee are 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. 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 Sheriff 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 payday.

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/or hours, and can be used in no less than one-quarter (1/4) hour units as approved by the Sheriff 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/or hours appropriate to the job.

SECTION 14.3: Earned credits are based upon an employee's hiring date, which shall remain constant.

SECTION 14.4: The maximum amount of non-F.L.S.A. compensatory time off which may be accrued shall be forty (40) days.

ARTICLE 15 - IN SERVICE DISABILITY AND PARTIALLY DISABLED EMPLOYEES

SECTION 15.1: The County agrees to comply with Section 207(c) of the General Municipal Law in respect to all employees covered under that section.

An employee being paid his full salary under this section shall assign the full amount of his weekly Workers' Compensation award to the County.

If a Workers' Compensation award is received by the employee, he shall assign to the County an amount of the award for the purpose of reimbursing the County for wages paid beyond the weekly amount paid by Workers' Compensation.

SECTION 15.2: During any absence covered by Workers' Compensation, the employee will not be required to use any leave credits.

SECTION 15.3: Upon the request of a partially disabled employee who has become so as a result of non-service connected illness or injury, the Employer agrees to make every effort to place such employee on work assignments which he is able to perform.

Nothing contained herein shall invalidate any provision of Section 207(c) of the general Municipal Law or Section 72 of the Civil Service Law.

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 - RESIGNATION OR RETIREMENT

SECTION 17.1: In cases of resignation or retirement, a written notice of intention shall be given to the Sheriff 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 Sheriff or designee may waive the notice requirement.

An employee who is discharged after a determination of incompetence 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 17.2: An employee removed for just cause from County service will not be eligible for reinstatement.

ARTICLE 18 - REDUCTION OF FORCE

SECTION 18.1: Reduction of Work Force:

Where, because of economy, consolidation or 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 hereinafter set forth. 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 layoff 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 tile shall forfeit all rights contained in this section.

ARTICLE 19 - LEAVE OF ABSENCE

SECTION 19.1: A request for a leave of absence shall not be granted unless approved by the Sheriff.

SECTION 19.2: 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 19.3: Maternity Leave: An employee who is pregnant may continue working as long as she and her physician feel she can adequately perform her work. However, the Sheriff shall retain the right to temporarily reassign such employee if he deems it appropriate. 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 19.4: 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 19.5: A written request for a leave of absence without pay for reasons not cited in this contract must be submitted to the Sheriff. Upon the approval of the Sheriff, leave may be granted for no more than two (2) consecutive years.

At the option of the Sheriff, 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 20 - EDUCATIONAL LEAVE

SECTION 20.1: Subject to the recommendation of the Sheriff 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 20.2: In certain cases where educational leave with pay is desired, a written request must be submitted to the Sheriff 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 20.3: The County agrees to award available educational leave on a fair and equitable basis among qualified employees.

ARTICLE 21 - CONFERENCE ATTENDANCE

SECTION 21.1: The Sheriff agrees to award available opportunities for conference attendance on a fair and equitable basis among qualified employees.

SECTION 21.2: Legitimate expenses incurred at conferences, which have been approved by the Sheriff and the County Controller's Office, shall be reimbursed to the employee.

SECTION 21.3: The maximum meal allowance incurred in attending out-of-County conferences shall be thirty-two dollars ($32) per day.

SECTION 21.4: 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 22 - TUITION REIMBURSEMENT

SECTION 22.1: 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 22.2: The maximum reimbursement to any employee will be equal to 75% of the tuition, to a maximum of $1,325 in any calendar year.

SECTION 22.3: 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 paychecks.

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 23 - CIVIL SERVICE EXAMS

SECTION 23.1: 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 23.2: 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 answer and a summary of the general nature of the scope of the questions to the person taking the examination.

SECTION 23.3: Employees shall not be charged Civil Service examination fees for promotional examinations.

ARTICLE 24 - SENIORITY

SECTION 24.1: Seniority shall be defined as total continuous length of service in the employee's current classification in the Office of the Sheriff; 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 24.2: The employer shall make all seniority lists available to the president of the unit, providing that the County receives five (5) days' advance notice.

ARTICLE 25- OUT-OF-TITLE WORK

SECTION 25.1: 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 workdays; 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 25.2: 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.

ARTICLE 26 - REINSTATEMENT

SECTION 26.1: 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 27 - PERSONNEL FILES

SECTION 27.1: 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 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.

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.

Employees shall have an opportunity to review their personnel file in the presence of an appropriate Department 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.

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.

ARTICLE 28 - HEALTH INSURANCE

SECTION 28.1: For full-time unit members hired by the County before January 1, 2006:

1. Effective January 1 2009, the County’s contribution for health insurance coverage shall be based upon the Blue Point 2 Value Plan with the covered employees contributing toward premium payments in an amount of $25.00 per pay period.

2. Effective January 1, 2010, the covered employee contribution rate shall be increased to $35.00 per pay period.

3. Effective January 1, 2011, the covered employee contribution rate shall be increased to $40.00 per pay period.

4. Effective January 1, 2012, the covered employee contribution rate shall be increased to $50.00 per pay period. .

5. Effective January 1, 2009, unit members will no longer be eligible to participate in the Blue Point 2 Select Plan and the plan will be discontinued.

6. Only those employees enrolled in Blue Cross/Blue Shield Traditional plan as of December 31, 2008 may remain in that plan with an employee contribution of 15% of the premium cost.

7. An employee who desires coverage under Healthy Blue PPO may participate in that plan but will be required to pay the cost above the County's contribution to the cost of Blue Point 2 Value.

8. An employee who desires coverage under the Healthy Blue HSA plan may participate in that plan by paying toward the cost of the monthly premium the same amount as the employees pay toward the cost of the Blue Point 2 Value plan, and the County will contribute into an HSA account 80% of the applicable deductible.

SECTION 28.2: For **full-time unit members hired by the County on or after January 1, 2006:**

1. Effective January 1, 2009, the County's contribution for health insurance coverage shall be based upon the Blue Point 2 Value Plan with the covered employees contributing toward premium payments in an amount of $40.00 per pay period.

2. Effective January 1, 2010, the covered employee contribution rate shall be increased to $50.00 per pay period.
3. Effective January 1, 2011, the covered employee contribution rate shall be increased to $60.00 per pay period.

4. Effective January 1, 2012, the covered employee contribution rate shall be increased to $65.00 per pay period. .

5. Employees in this category are not eligible to enroll in Select or Blue Million.

6. An employee who desires coverage under Healthy Blue PPO may participate in that plan but will be required to pay the cost above the County's contribution to the cost of Blue Point 2 Value.

7. An employee who desires coverage under the Healthy Blue HSA plan may participate in that plan by paying toward the cost of the monthly premium the same amount as the employees pay toward the cost of the Blue Point 2 Value plan, and the County will contribute into an HSA account 80% of the applicable deductible.

SECTION 28.3 Employee contributions to health insurance costs outlined in Sections 28.1 and 28.2 shall be made by payroll deductions in equal payments during two (2) pay periods each month, resulting in twenty-four (24) deductions annually.

SECTION 28.4: For **full-time unit members hired by the County prior to January 1, 2006,** effective July 1, 2006, an annual "buy out" shall be available for those covered employees eligible for health insurance. Upon satisfactory evidence that the employee is covered under a non-County health insurance plan, the employee will receive a stipend of $2000 for each calendar year that the employee withdraws from or declines coverage under 28.1 above. The stipend shall be prorated on a monthly basis if the employee commences participation in the "buy out" program during the calendar year. "Buy out" payments shall not be considered a part of base salary for any purposes. Any participant in the "buy out" program who wishes to obtain or resume coverage under a County plan may do so during any open enrollment period, or when otherwise eligible as the result of a qualifying event under health insurance rules and regulations. Employees who return to coverage under a County plan during the calendar year, after having received the annual stipend, shall be required to refund that portion of the stipend that represents the portion of the calendar year that the employee will be covered under a County plan. The stipend shall be subject to customary deductions required by law.

SECTION 28.5: For **full-time unit members hired by the County prior to January 1, 2006,** effective January 1, 2007 the County shall annually contribute to a Health Reimbursement Arrangement (HRA) account as provided in Section 105(b) of the Internal Revenue Service Code, and any regulations there under promulgated now or hereafter, for those covered employees who receive health insurance through the County, in the following amounts: $100 per year for those with single coverage; $200 per year for those with family, two-person and parent with children (family-type) coverage. Effective January 1, 2010, this HRA contribution is discontinued.

SECTION 28.6: 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 then existing health insurance 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 provision in an attempt to resolve the controversy.

SECTION 28.7: The County shall provide an annual notice notifying each employee of the option to change health insurance coverage.

SECTION 28.8: Survivor Benefits: The employer shall provide fully paid health insurance 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 lifetime of the surviving spouse or until remarriage.

ARTICLE 29 – RETIREE HEALTH INSURANCE

SECTION 29.1: Effective July 1, 2006, except for the employees covered under Section 28.1.3, **full-time employees in the bargaining unit hired before January 1, 2006** who have met the existing service time requirements to qualify for retiree health insurance coverage shall receive coverage under the Blue Point 2 Value plan fully paid by the County when such individual lives within the Rochester managed care plan geographical coverage area. Retirees hired before January 1, 2006 who move outside of the Rochester managed care coverage area shall receive a County contribution to an out-of-area health insurance carrier up to the dollar amount available to the retiree under Blue Point 2 Value.

Those employees covered under Section 28.1, paragraph 6, may enroll in Blue Point 2 Value during active employment, and may reenroll in Blue Million during their retirement for 0% contribution, if they meet the service requirements contained in this Article.

SECTION 29.2: Effective July 1, 2006, **full-time employees in the bargaining unit hired on or after January 1, 2006** who have met the existing service time requirements to qualify for retiree health insurance coverage shall receive coverage under the Blue Point 2 Value plan at the same contribution rates applicable for active employees hired on or after January 1, 2006. If such retiree moves out of the Rochester managed care plan geographical coverage area, such retiree shall be entitled to a County contribution to an out-of-area health insurance carrier up to the dollar amount available to active employees hired on or after January 1, 2006.

SECTION 29.3: All retirees shall receive their benefits provided under this Article with the following conditions:

A. The individual has ten (10) years of continuous full-time service immediately preceding the date of retirement. Except that all employees hired before January 1, 2006 eligible for normal retirement prior to January 1, 2011 may still have retiree health insurance if he/she has five (5) years of continuous full-time service immediately preceding the date of retirement, and

B. The individual is drawing a pension from the New York State Retirement System, or

C. The individual is drawing a pension 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 29.4: Retiring employees meeting the foregoing provisos may continue participation in the health insurance 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 health insurance 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 County's health insurance coverage.

SECTION 29.5: 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 health insurance plan currently in existence will not be offered if the employee is covered by another health insurance plan or any other comparable medical/surgical insurance of any company.

SECTION 29.6: The spouse of a deceased County retiree may participate in the County's health insurance plan by remitting the appropriate premium amount, if any, to the Department of Human Resources. The spouse's contribution to premium shall be the same amount that the employee was required to contribute.

The surviving spouse of an employee who has completed ten continuous years of service and who is covered by health insurance shall be entitled to continue to receive the health insurance and dental benefit for which the employee was eligible, for the lifetime of the surviving spouse or until remarriage.

The spouses identified in this section 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 spouse's application to continue coverage in the County's group plan, it will, in writing, fully inform such spouse 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 30 - DENTAL CARE COVERAGE

SECTION 30.1: 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 30.2: 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 30.3: 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 29.2 of this Article.

SECTION 30.4: Retirees with ten or more continuous years of service who are eligible for health insurance coverage pursuant to Article 29 of this agreement, shall be entitled to fully paid dental coverage (single or family whichever is applicable) which is in effect at retirement.

ARTICLE 31 - RETIREMENT

SECTION 31.1: Retirement plans of the New York State Retirement System currently in effect shall be continued for County employees for the duration of this agreement.

SECTION 31.2: All eligible 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 31.3: 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 32 - OVERTIME

SECTION 32.1: The County agrees to distribute authorized overtime on a fair and equitable basis among qualified employees performing similar work within a functional unit.

SECTION 32.2: 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 thirty seven and one-half (37.5) hours per week in which overtime has been authorized by the Sheriff. Lieutenants and the Deputy Sheriff Civil Lieutenant, shall be paid or credited with compensatory time off (at the option of the employee) at 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 32.3: 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 32.4: If the Fair Labor Standards Act is rescinded, amended or modified, this article shall be subject to re-negotiation.

SECTION 32.5: This article shall not apply to those employees who are furnished Departmental vehicles on a regular basis.

ARTICLE 33 - LONGEVITY SERVICE PAY

Longevity Service Pay shall be paid at the rate of three percent (3%) for five years of service, three and one-half percent (3.5%) foe ten years of service, four (4%) for fifteen years of service and four and one-half percent (4.5%) for twenty years of service.

ARTICLE 34 - MILEAGE REIMBURSEMENT

SECTION 34.1: 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 34.2: 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 34.3: 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.

SECTION 34.4: 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.

ARTICLE 35 - HOLIDAYS

SECTION 35.1: 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.

Effective pay period one of 2007, holiday pay will be added to the payroll in which the holiday occurs, provided that this shall not affect the regular rate for overtime purposes.

ARTICLE 36 - SICK LEAVE

SECTION 36.1: Sick leave is earned and posted at the rate of one day per month of service, up to 230 days maximum. Sick leave is neither earned nor posted when the employee is at this maximum. If sick leave credits are exhausted, existing vacation and/or compensatory time 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 36.2: 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 Sheriff 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 36.3: 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 36.4: 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 36.5: The Sheriff 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 37 - HALF PAY SICK LEAVE

SECTION 37.1: 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 37.2: 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 37.3: Upon the recommendation of the Sheriff and the approval of the County Executive or designee, an extension of half-pay sick leave may be granted.

SECTION 37.4: 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 38 - DEATH IN THE FAMILY

SECTION 38.1: 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 Sheriff or designee may request that the employee submit a notice of death or other evidence attesting to the validity of the absence.

ARTICLE 39 - SHIFT PREMIUM

SECTION 39.1: 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.

The shift premium rate is $.80 cents per hour.

ARTICLE 40 - VACATION

SECTION 40.1: 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 40.2: Vacation preference shall be selected by virtue of seniority within each functional unit. Seniority shall be determined by date of appointment in the employee's current classification in the Office of the Sheriff. If seniority dates are the same, seniority shall be determined by date of appointment in the previous rank.

SECTION 40.3: Vacation requests for the period April 1 through September 30 must be submitted by March 1 or that year. Vacation requests for the period October 1 through March 31 must be submitted by September 1.

Members shall initially be entitled to be granted a maximum of three (3) full workweeks of vacation during each vacation period. During the summer period no more

than two of these weeks shall be granted to any member during the period of May 15 to September 14. Members may request vacations in excess of these maximums. Vacations granted in excess of these maximums shall be granted based upon seniority.

Any request submitted after the closing date in a time frame shall be acted upon on a first come/first served basis and shall be approved or disapproved no sooner than thirty (30) days prior to dates(s) requested. Vacation requests submitted thirty (30) days or less prior to dates requested, will be approved or disapproved within seventy-two (72) hours.

SECTION 40.4: 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 41 - PARKING

SECTION 41.1: 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.

Effective January 1, 2007, members of the bargaining unit who are regularly assigned to work in downtown facilities shall be entitled to reimbursement for one-third of the monthly rate for the Civic Center Garage, with reimbursement to be made in accordance with County policies. Nothing in this provision shall be construed as a guarantee that monthly parking passes will be available.

ARTICLE 42 - JURY DUTY AND COURT ATTENDANCE

SECTION 42.1: 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 42.2: 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 42.3: 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 43 - ASSOCIATION BUSINESS

SECTION 43.1: 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 43.2: The County will distribute on behalf of the Union a reasonable amount of appropriate literature by paycheck envelope.

SECTION 43.3: 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 Sheriff or designee.

SECTION 43.4: 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 appropriate public hearings before the County Legislature, using release time if such hearing occurs during the employee's regularly scheduled shift.

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 Director of Human Resources, or his designee, 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 43.5: The President of the Union or designee shall be allowed two days per month release time with pay for purposes set forth below:

(1) Meet 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 assist in the administration of the provisions of this agreement.

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 43.6: The Union shall be allowed six (6) 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 42.5 of this article.

ARTICLE 44 - GRIEVANCE PROCEDURE

SECTION 44.1: All employees covered by this agreement shall have the right to utilize this grievance procedure free from interference, coercion, restraint, discrimination or reprisal and shall have the right to Union representation at any and all stages of the procedure.

Aggrieved employees and necessary witnesses shall suffer no loss of time or pay, or be required to charge paid leave credits as the result of attending grievance review or arbitration hearings during their regular working hours.

No recording devices of any kind shall be used during any grievance review or arbitration proceeding unless it is agreed to by the parties and each party receives a copy of the tape.

The pendency of a grievance shall not impede or delay the Sheriff from taking the action being grieved.

SECTION 44.2: A grievance shall be defined as any claimed violation of a specific provision of this agreement, or any matter, which relates to employee health and safety.

Step 1: A grievance as defined herein shall be initiated by the employee and/or the Union Steward, or other representative of the Union, with the immediate supervisor of the Unit or Bureau. The grievance shall be submitted on a grievance form provided by the union and signed by the aggrieved party or the Union Steward, or other authorized representative of the Union, whichever the case may be. Such grievance shall be presented within ten (10) business days from its known occurrence. The immediate supervisor shall serve a written reply to the aggrieved party and the Union within five (5) business days of the submission of the grievance.

Step 2: In the event the grievance is not disposed of under Step 1, or no answer is forth coming, the Union President shall submit the grievance to the Sheriff on the appropriate grievance form within five (5) business days of the receipt of the Step 1 response or of the date that such response was to have been due. The Sheriff or authorized designee shall investigate the grievance and the relief sought, and the Sheriff shall meet with the Union President to discuss the grievance. The Sheriff shall render a decision in writing, which shall be served upon the Union President within five (5) business days from the receipt of the grievance.

Step 3: In the event the grievance is not disposed of at Step 2 of the grievance procedure, the Union President or the designee shall submit the grievance to the Director of Human Resources, or his designee, within five (5) business days of the receipt of the Step 2 decision or of the date that such decision was to have been due. The Director of Human Resources, or his designee, shall meet with the Union President or designee, the Union Steward, and the employee, if they so desires, within five (5) business days from

receipt of the grievance. The Director of Human Resources, or his designee, shall render a decision in writing, which shall be served upon the Union President or designee within ten (10) business days following the date of the meeting.

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 within fifteen (15) business days of the receipt of the Step 3 decision, or of the date that such decision would have been due.

Section 44.3: The parties shall establish, by mutual agreement, a panel of five (5) arbitrators. The panel may include fewer than five (5) arbitrators only with the mutual consent of the parties. In the event that an arbitrator is unable to continue serving on the panel, the parties shall appoint a replacement by mutual agreement. If the parties are at any time unable to agree on a panel of arbitrator, they shall proceed in accordance with Section 36.4.2 of this agreement.

Each party may delete arbitrators from the panel once per calendar year. Such deletions shall take effect on the third Friday of January of each calendar year. If a party wishes to make deletions, it shall notify the other party in writing of the arbitrator(s) it is deleting no later than January 10 of each year. If such notification is not received by January 10, the party shall have no right to make deletions in that calendar year. The parties shall select replacements, by mutual agreement, no later than the third Friday of January of each calendar year. If such replacements are not made by the third Friday of January, the parties shall proceed according to Section 36.4.2 for the remainder of the calendar year.

An arbitrator shall be selected randomly for each case, and the Union shall submit a demand for arbitration to the arbitrator selected. Copies shall be sent simultaneously to the Director of Human Resources or his designee and to the Sheriff.

SECTION 44.4: In the event that no panel of arbitrators is in existence in accordance with Section 43.3, the demand for arbitration shall be made on the appropriate form and sent to the Public Employment Relations Board, requesting that a panel of seven (7) arbitrators be submitted to both parties to the dispute. A copy of the arbitration demand shall be sent to the Employer. Upon receipt of the panel of arbitrators submitted by the Public Employment Relations Board, the parties shall make the selection of the arbitrator by alternately striking names from the panel until the name of only one-person remains. The remaining person shall be designated the arbitrator in the dispute.

SECTION 44.5: The arbitrator, after considering all oral testimony and other evidence presented at an appropriate hearing, shall make every effort to render his written decision to both parties with thirty (30) calendar days of the close of the hearing. 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 provision of this agreement, or any amendment or supplement thereto. If the grievance concerns matters not specifically covered by this agreement, or if the arbitrator determines that the procedures contained herein have not been adhered to, the grievance shall be denied by the arbitrator.

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

The fees and expenses of the arbitrator shall be shared equally by the County and the Union.

If an arbitration hearing is canceled or postponed within the penalty period provided by the arbitrator, then the party requesting such cancellation or postponement shall be obligated to pay the cancellation fee of 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.

ARTICLE 45 – PROBATIONARY PERIOD

SECTION 45.1: 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 Article 43.

SECTION 45.2: 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.

ARTICLE 46 - DISCIPLINARY PROCEDURES

SECTION 46.1: It is understood and agreed that any employee in the bargaining unit who has been employed by the Sheriff's Office and who has completed his probationary period shall not be removed or otherwise subjected to any disciplinary penalty set forth below, except for just cause shown only after a departmental hearing upon stated charges.

SECTION 46.2: No employee shall be suspended or otherwise removed prior to a departmental hearing upon stated charges, except if the Sheriff determines that the continuing presence of the employee on the job unduly interferes with proper operation of the department or reflects upon the integrity of the department. In such case, the Sheriff may suspend an employee without pay for up to 45 days.

If the suspension is continued beyond 45 days, the employee shall be paid. If the employee is terminated and the termination is upheld, the amount paid during a paid suspension shall be deducted from the employee's pay-off of accrued credits. If the employee is found not guilty, the employee shall be restored to his position with full pay and benefits for any period of suspension without pay.

Any delay caused by the employee's request does not count as part of the 45-day suspensions without pay and is not paid time after the initial 45-day period.

SECTION 46.3: Disciplinary action or measure which may be imposed upon employees shall consist of the following:

Written reprimand;
Suspension without pay for a period not to exceed sixty (60) days;
Loss of leave credits or other privileges;
Demotion;
Discharge.

SECTION 46.4: It is understood and agreed that any employee covered by this agreement shall be entitled to either Union representation or representation by an attorney at an Internal Affairs interview which is required to attend, where the outcome may result in disciplinary action against the employee. It is understood that at such an interview the Union representative may act only as an observer. The employee's attorney may also act only as an observer, with the exception that at the close of the interview, the attorney will be permitted to ask questions of the client and the person conducting the interview.

Employees shall be entitled to two (2) business days to obtain an attorney or union representative, unless the nature of the investigation requires immediate action.

In cases requiring immediate action, the affected employee shall be provided a reasonable opportunity to contact an attorney or a union representative. If an attorney or union representative is not immediately available, the interview may still be conducted.

If the interview is conducted in the absence of an attorney (under the preceding paragraph), the employee's attorney shall, upon request, be provided a transcript or tape recording of the interview, if available, as soon as possible. The attorney shall then be allowed, upon request, to schedule a second interview, at which time the attorney will be allowed to ask questions as provided for above. If no transcript or tape recording exists, the employee's attorney shall, upon request, be provided with a copy of the interviewer's notes of the interview, if such notes exist.

SECTION 46.5: Any employee against whom departmental charges are brought shall be served with a written copy of the charges, either personally or by registered or certified mail, sent to the address on file with the department Human Resources Office and a copy served upon the Union. The Charges shall be specific and contain a description of

the alleged conduct, including dates, times and places, and the employee shall have eight (8) business days in which to respond to the commanding officer who placed the charges, with a copy to the Sheriff. Failure to respond within the specified time limits shall serve to nullify the employee's right to a departmental hearing.

A departmental hearing shall be conducted by a hearing panel within thirty (30) calendar days of the date of selection of the three (3) person hearing panel. The hearing panel will be selected in the following manner:

The Sheriff will provide the employee with a list of three (3) members of employees of equal or higher rank than the employee. The employee shall strike one (1) of the three (3) names from the list. The remaining two names become part of the hearing panel. The employee shall submit a list of three (3) members or employees to the sheriff. The Sheriff shall strike two (2) of those names from the list. The remaining name will become the third member of the panel.

In the event that a vacancy occurs in the hearing panel, the party from whose list that panel member was selected shall select a new panelist from a list of three members, of equal or higher rank than the employee subject to discipline, submitted by the other party.

The employee shall have the right to be represented either by the Union or by an attorney. The Sheriff shall have the burden of proving the charge(s) by clear and convincing evidence. In order to sustain a charge, at least two (2) of the three (3) panel members must agree that the employer has met the burden of proof.

A transcript of the hearing shall be taken. If the Union requests a copy of the transcript, then the cost involved shall be borne by the Union.

An attorney shall be selected as outlined below to serve as presiding officer. The attorney shall not participate in the determination of the factual issues, which shall be the exclusive function of the hearing panel. Furthermore, the attorney shall not participate in the deliberations of the hearing panel, but may be consulted on issues of law after consultation with the Union and the Employer.

The role of the attorney shall be limited to resolving procedural and evidentiary issues. The attorney shall act as a judge, and shall be selected as follows:

A list of five (5) attorneys shall be obtained from the Monroe County Bar Association. The Sheriff or his designee, and the employee or his designee shall alternately strike names until one attorney is chosen. That Attorney shall serve as presiding officer with the limited powers, as outlined above.

SECTION 46.6: Discovery shall be conducted as follows:

At least two weeks prior to the departmental hearing, the Sheriff shall produce any statements and reports obtained in the internal investigation. Instigator's opinions, reports to the Sheriff, and disclosures that are prohibited by law shall not be produced.

Witness lists shall be exchanged at least one week prior to the departmental hearing. The parties shall be under a continuing obligation to produce material discovered or the names of witnesses decided upon after the above time limits.

Any disputes concerning discovery shall be decided by the presiding officer.

SECTION 46.7: The hearing panel shall submit their findings to the Sheriff, the employee and the Union no later than thirty (30) days following the close of the hearing unless the time limit is waived or extended by mutual agreement between the parties hereto.

Where an employee has been suspended prior to a departmental hearing, and as a result of such hearing the charges against the employee are not sustained, such charged employee shall be restored to his position with full pay for any period of suspension the employee may have suffered.

If a charged employee has been determined to be guilty of the charges, a copy of the charges, his/her written answer thereto and a determination made by the Sheriff shall be furnished to the employee and the Union.

Nothing contained in this article shall preclude the settlement of a disciplinary matter at any time following the service of a notification of charges. Any charged employee shall have the right to meet with the Sheriff or his/her designee, and the right to union representation to discuss and effect a settlement. The terms of any agreed upon settlement shall be reduced to writing with copies provided to both the employee and the Union. A copy of such settlement shall be placed in the employee's personnel file.

SECTION 46.8: Appeals Procedure

Should an employee feel aggrieved by a determination that he is guilty of the charges and/or by any of the penalties set forth in this article, such employee shall have the right to file a disciplinary grievance within ten (10) business days of the date of receipt of the determination and the penalty imposed. Such grievance shall be in writing and signed by the employee. The Sheriff, within five (5) business days of receipt of the disciplinary grievance shall, upon request, meet with a committee from the Union, which shall not exceed three (3) members, in an effort to resolve the matter.

In the event the matter is not resolved at the meeting between the Sheriff and the Union committee, the employee may, within ten (10) business days of the date the meeting was held, file a demand for arbitration in accordance with Sections 36.4.1 and 36.4.2 of this agreement, copies of which shall be sent simultaneously to the sheriff and the Special

Counsel for Labor Relations of the County

The arbitrator shall review the record of the disciplinary hearing and determine if the finding of guilt was based upon clear and convincing evidence. Either party may submit oral or written arguments relating to the determination of guilt or the penalty. The arbitrator will not conduct a hearing on the issue of guilt. The arbitrator shall be precluded from any determination in respect to the merits of the rules and regulations of the Sheriff's Office or in respect to the penalty imposed upon the grievant, except where the penalty imposed is found to be arbitrary or capricious. Witnesses can be called and proof adduced by either party solely on the issue of whether the penalty imposed was arbitrary and 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 or between the Employer and the employee if he/she is not represented by the Union.

If an arbitration hearing is canceled or postponed within the penalty period provided by the arbitrator, then the party requesting such cancellation or postponement shall be obligated to pay the cancellation fee of the arbitrator.

SECTION 46.9: Limitation

An employee shall not be disciplined or otherwise removed for acts which occurred more than one (1) year prior to the service of the notice of discipline, except those acts which would constitute a crime. However, the employee's whole record of employment may be considered with respect to the appropriateness of the penalty.

SECTION 46.10: Right of the Parties

The Union Steward, The Union President or his designee, the disciplined employee and necessary witnesses shall suffer no loss of time or pay or be required to charge any accrued leave credits as a result of processing or investigating disciplinary grievances or attending departmental or arbitration hearings on disciplinary matters during such employee's regular working hours.

Union staff representatives may be present and participate at any disciplinary hearing, grievance meeting and arbitration proceeding.

The time limits as specified herein shall be strictly adhered to unless waived by written mutual agreement of the parties to this agreement.

Nothing contained in this agreement shall be construed to modify or displace the rules and regulations of the Sheriff's Office or any General Order, except as it relates to the procedures set forth in this agreement.

No employee shall be asked or permitted to take a polygraph examination.

Employees may be directed to participate in a line-up. Such line-up shall be conducted with a minimum of five persons with similar physical characteristics. An employee is entitled to have a Union representative or an attorney observe the line-up.

An at-the-scene, contemporaneous identification may be performed as part of an internal investigation, as permitted by law.

ARTICLE 47 - 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 48 – DEFENSE AND INDEMNIFICATION

SECTION 48.1: Defense

The County shall pay reasonable and necessary attorney's fees, disbursements, and litigation expenses, prevailing in the local legal community, incurred by an employee in his defense in a criminal proceeding in a state or federal court arising out of any act or omission that occurred, or allegedly occurred, while the employee was acting, or in good faith purporting to act, within the scope of his public employment. The employee in such instances shall be entitled to private counsel of his own choice, except that the County Attorney may require that appropriate groups of employees be represented by the same private counsel. This duty to pay for a defense in a criminal proceeding shall arise only upon the complete acquittal of the employee or the dismissal of all criminal charges against the employee. Attorney's fees, disbursements, and litigation expenses shall be submitted by the attorney within sixty (60) days after acquittal or dismissal to the County Attorney in the manner and form required by him, and shall be reviewed and approved by him prior to payment.

The County shall provide for the defense of an employee in any civil action or

proceeding in any state or federal court or administrative agency arising out of any act or omission that occurred, or allegedly occurred, while the employee was acting, or in good faith purporting to act, within the scope of his public employment. This duty to provide for a defense shall not arise where such civil action or proceeding is brought by or on behalf of the County.

The employee shall be entitled to be represented by private counsel when the County Attorney determines, or when a court of competent jurisdiction determines, that a conflict of interest exist. The County attorney may require that appropriate groups of such employees be represented by the same counsel. Reasonable and necessary attorney's fees, disbursements, and expenses, prevailing in the local legal community, shall be submitted promptly each month, in the manner and form required by the County Attorney, and shall be paid every 30 days during the pendency of the action.

Disputes under this Article concerning whether the employee was acting, or in good faith purporting to act, within the scope of his public employment shall be resolved under the grievance-arbitration procedure.

SECTION 48.2: Indemnification

The County of Monroe shall indemnify and save harmless an employee in the amount of any judgment obtained against the employee in any state or federal court or administrative agency or in the amount of any settlement of a claim, provided that the act or omission from which such judgment or settlement arose occurred while the employee was acting, or in good faith purporting to act, within the scope of his public employment.

An employee represented by private counsel shall cause to be submitted to the County Attorney for his approval any proposed settlement which is subject to indemnification by the County. Such approval shall not be unreasonably withheld.

Indemnification for punitive damages shall be made pursuant to General Municipal Law, Section 50-j, and only in the manner established pursuant to said statute.

SECTION 48.3: Accountability

The duty to defend or indemnify and save harmless shall be conditioned upon delivery to the County Attorney of the original or a copy of any notice of claim, summons, complaint, process, notice, demand, or pleading within five (5) business days after the employee is served with such document and the full cooperation of the employee in the defense of such action or proceeding. The County Attorney's Office shall, upon delivery of the aforementioned document(s) and upon the request of the employee, issue a receipt to the employee. In addition, the employee shall deliver a copy of such documents to the Sheriff's Counsel when the documents are delivered to the County Attorney.

An 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 and 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.

In the event that such employee is being represented by private counsel, any such contact with the employee must be made through such private counsel.

Upon receipt of any notice of claim and/or summons and complaint naming an employee as a party, the County shall, within five (5) business days, advise the employee of the existence of such documents and provide copies to the employee upon request.

ARTICLE 49 – RULES AND REGULATIONS

SECTION 49.1: 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.

ARTICLE 50 – CONSOLIDATION OF POLICE

SECTION 50.1: The County agrees to discuss with the Union the impact of any decision relating to consolidation of police forces in Monroe County.

ARTICLE 51 – COMPLETE AGREEMENT

SECTION 51.1: 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 provision of this agreement.

ARTICLE 52 – SEVERABILITY

SECTION 52.1: 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 52.2: If a determination or decision is made pursuant to Section 51.1 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 UNITL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 53 – TERM OF AGREEMENT

This agreement shall become effective January 1, 2009, and terminate at the close of business on December 31, 2012.

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

MONROE COUNTY EMPLOYEE UNIT
CSEA NEGOTIATING TEAM
2009

Robert L. Leonard	Chief Negotiator
Gregory Schroth	President
Alan Jolly	1st Vice President
Steven Siena	2nd Vice President
Glenn Maid	Recording Secretary

MONROE COUNTY MANAGEMENT
NEGOTIATING TEAM
2009

Brayton McK. Connard	Director of Human Resources
Tom Vasey	Labor Relations Manager
Gary Caiola	Undersheriff
Peter J. Spinelli	Special Counsel to Labor Negotiations
Karlee Bolaños	Special Counsel to Labor Negotiations

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

Labor:
CSEA Local 828 -- Unit 7423
167 Flanders Street
Rochester, NY 14619
585-328-5250

Management:
Department of Human Resources
210 County Office Building
Rochester, NY, 14614
585-753-1700

MONROE COUNTY

_____
By: Maggie Brooks, County Executive

_____
By: Patrick O'Flynn, Sheriff

_____
By: Brayton McK. Connard, Director of Human Resources

_____
By: Tom Vasey, Labor Relations Manager

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,
MONROE COUNTY EMPLOYEE UNIT, LOCAL 828, UNIT 7423

_____
By: Gregory Schroth, President

_____
By: Robert L. Leonard, Labor Relations Specialist