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AGREEMENT

by and between the

COUNTY OF MADISON

and

CSEA Local 1000
AFSCME, AFL-CIO

Madison County Blue Collar Unit
Madison County Local 827

January 1, 2011 - December 31, 2014
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ARTICLE 1
RECOGNITION

1.1. The County recognizes the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO as the sole and exclusive bargaining representative for the purposes of establishing salaries, wages, hours, and other terms and conditions of employment, as defined in Section 201(4) of the Civil Service Law, for members of the defined bargaining unit.

1.2. The Association represents employees of the County holding either a full-time position or a regular part-time position in a title reflected in Appendix B - Title Classification. For the purposes of this Agreement, a regular part-time position shall be defined as a position of employment wherein the employee works at least fifty percent (50%) of the time prescribed as a normal payroll period.

1.3. All temporary, seasonal, or casual employees shall be excluded from the bargaining unit. All employees who work less than fifty percent (50%) of the time prescribed as a normal payroll period shall be excluded from the bargaining unit. All employees who fill positions within the jurisdictional classifications of exempt or unclassified, as defined by the Civil Service Rules, shall be excluded from the bargaining unit. All officers and employees who are listed in Appendix A of this Agreement shall be excluded from the bargaining unit. All existing employees in the Department of Personnel/Civil Service shall be excluded from the bargaining unit.

ARTICLE 2
EXCLUSIVITY

The CSEA shall have the sole right to represent employees in the defined bargaining unit in any and all proceedings under the Public Employees Fair Employment Act, under any other applicable law, rule, regulation or statute, under the terms and conditions of this Agreement; to designate its own representative and to appear before any appropriate official of the employer to effect such representation; to direct, manage and govern its own affairs; to determine those matters which the membership wishes to negotiate and pursue all subject objectives free from any interference, restraint, coercion or discrimination by the employer or any of its agents. The CSEA shall have the sole and exclusive right to pursue any matter or issue including, but not limited to, the grievance procedure in this Agreement and to pursue any matter or issue in any court of competent jurisdiction, whichever is appropriate, unless it is expressly and specifically abridged, delegated, or modified by this Agreement.

ARTICLE 3
MEMBERSHIP DUES

3.1. Upon receipt of a signed authorization form from the employee, the regular membership dues (uniform in dollar amount each payday) of the CSEA shall be deducted from such employee’s pay. No other employee organization shall be accorded any such payroll deduction privilege throughout the unchallenged representation period. The County also agrees to accord the payroll deduction privilege to any employee who desires to purchase CSEA insurance services.
Officers or representatives designated to attend Labor/Management or Health Insurance
Task Force meetings shall provide five (5) working days' notice to their Department Head or
designee, wherever possible. Members of the CSEA Negotiating Team shall notify their immediate
supervisor of any scheduled negotiation meetings as far in advance as possible.

5.4. The Association Local President shall receive one (1) day of leave per month to
conduct CSEA business, as well as all above rights.

5.5. The County shall permit one person at a time for a total of twelve (12) days per year to
attend the CSEA Board of Directors meetings with pay.

5.6. Delegates and officers of the Madison County Local of the CSEA shall be afforded a
leave with pay to attend the two annual State meetings of the CSEA not to exceed a maximum of
six (6) days per person per year and no more than six (6) people.

5.7. Association representatives, as designated above, shall be paid their regular salary at
the straight time rate for conduct of authorized business that occurs during their normal working
hours. If the conduct of authorized Association business extends beyond normal working hours,
there shall be no additional pay.

5.8. A request for Association leave must be submitted to the employee's Department Head
at least seven (7) days in advance. All requests for Association leave must be approved by the
Department Head.

ARTICLE 6
VISITATION RIGHTS

Representatives of the Association shall have the right to visit at a mutually agreed upon time, any
County facility where employees represented by the Association work for the purpose of adjusting
grievances and administering the terms of this Agreement. Said representatives of the Association,
where possible, shall receive the permission of the appropriate Department Head in advance of the
visit.

ARTICLE 7
UNION RESPONSIBILITY

The CSEA agrees to do its utmost to see that its members perform their respective assigned duties,
loyally, efficiently, and continuously under the terms of this agreement. The CSEA and the County
employees covered hereby agree that they will respectively use their best endeavors to protect the
interests of the County, to conserve the property thereof, to protect the public, and give service of
the highest quality to the County.
10.4. The Association without qualification knowingly waives its right to negotiate over any proposal or actual conduct of the County and waives its right to negotiate over the impact of any such conduct with respect to actions taken by, proposed by, or required of the County by the Americans with Disabilities Act or by regulations pursuant to the Act. However, the Association does not waive any rights to fairly represent bargaining unit members who become disabled over the life of this Agreement with regard to matters covered by the Americans with Disabilities Act.

10.5. For the purpose of reading this Agreement, the masculine gender shall include the feminine and the feminine gender shall include the masculine. Wherever the word "He" appears, read "He" or "She".

ARTICLE 11
INFORMATION

11.1. By January 31st of each calendar year, the County shall forward to the CSEA Regional Office, Local President, and to the Blue Collar Unit President one copy of the following information for each bargaining unit member: each employee's full name, home address, job title, department, CSEA insurance deduction, and date of hire.

11.2. On a quarterly basis, the County shall provide to the Local President and to the Blue Collar Unit President one list of all newly hired bargaining unit members indicating each employee's full name, department, and date of hire. In addition, the County shall provide a quarterly listing indicating the full name and department of those bargaining unit employees who terminate employment.

ARTICLE 12
MANAGEMENT RIGHTS

Except as expressly limited by other provisions of this Agreement, all of the authority, rights, and responsibilities possessed by the County are retained by it, including, but not limited to, the right to determine the mission, purposes, objectives, and policies of the County; to determine the facilities, methods, means, and number of personnel required for conduct of County programs; to administer the Merit System including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment, or transfer of employees pursuant to law; to direct, deploy, and utilize the work force; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with applicable law; and to discipline or discharge employees in accordance with applicable law and the provisions of this Agreement. All of these rights shall be recognized if not in conflict with the provisions of this Agreement.
14.4. Seniority Retention

An employee will retain, but not accrue, seniority for two (2) years after layoff provided the Employer reemploys the employee during such time.

14.5. Seniority Application

Seniority will apply to:

(a) Layoff and recall of non-competitive and labor class employees; and

(b) Vacation time selection.

ARTICLE 15
LAYOFF AND RECALL

15.1. Layoff in the Competitive Class

The County, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, layoff and recall of competitive class employees shall be governed by the Civil Service Law and the Madison County Civil Service Rules.

15.2. Layoff in the Non-Competitive or Labor Class

15.2.1. The County, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees in a non-competitive or labor class job title, within a department, will be laid off in the following order:

(a) Temporary and probationary employees shall be laid off first.

(b) Thereafter, permanent employees having seniority shall be laid off in the inverse order of seniority, that is—last in, first out.

15.2.2. The County shall forward a list of those employees to be laid off to the CSEA Unit President on the same date that notices are issued to employees.

15.2.3. Employees to be laid off will have at least ten (10) days' notice of layoff or be paid in lieu of time.

15.2.4. When an employee in the non-competitive or labor class is laid off, he/she shall be permitted to exercise his/her seniority rights to replace the least senior employee in the same job title within his/her department only.

15.2.5. Thereafter, the replaced employee shall exercise his/her seniority rights to retreat to his/her last held permanent title in the non-competitive or labor class within his/her department only. The retreat process shall continue only within that department until the least senior employee
ARTICLE 17

VACANCIES IN A DEPARTMENT

17.1. For purposes of this Agreement, a vacancy shall be defined as any permanent, regular payroll position in the non-competitive or labor class approved for hiring on a permanent basis. Vacancies in the competitive class will not be posted if an eligible list exists or if a test has been given and the results are pending.

17.2. Vacant positions shall be posted by the Personnel/Civil Service Department for ten (10) calendar days at appropriate worksites within the County. The posting notice shall consist of the job title, location of the vacancy, a brief description of the job duties, required minimum qualifications for appointment, salary or hourly rate, other necessary information regarding the vacancy (e.g., shift work, schedule), and last date for filing bids.

17.3. Once a position has been posted, it shall be the employee's responsibility to bid on the vacancy by filing a Job Bid Form and a current Madison County employment application with the Personnel/Civil Service Department.

To be considered for the vacancy, the bid and completed Madison County employment application must be postmarked or received in the Personnel/Civil Service Department no later than the close of business on the last day for filing bids.

Interested bidders must meet the minimum qualifications for the vacant position at the time they submit their bid and application.

17.4. The Personnel/Civil Service Department shall forward a list of the interested bidders to the Department Head. Bargaining unit bidders shall be given first consideration for the vacancy. Selection from amongst bargaining unit employees will be on the basis of qualifications and seniority. The County may also fill the vacancy from outside the bargaining unit, as the County deems appropriate, if the outside applicant possesses greater qualifications and experience, as reasonably determined by the County, than a present employee bidding for the vacancy. Selection shall be the responsibility of the Department Head who may temporarily fill a vacancy pending compliance with the posting and bidding provisions of this Article.

ARTICLE 18

PERSONNEL FILES

18.1. Employees will receive copies of material placed in the official personnel files of their department relating to their performance as an employee.

If the employee did not receive a copy of material placed within their personnel file, the employer shall remove any adverse material at the employee's request.

18.2. Employees shall have the right, upon reasonable notice to their Department Head, to review their files in the presence of an appropriate agent of the Employer and to copy and answer, in writing, anything deemed adverse. The written answer, if any, shall be placed in the file.
ARTICLE 22
WORK HOURS

22.1. Highway and Landfill Employees:

22.1.1. The work hours shall be forty (40) hours per week, eight (8) hours per day, five (5) days per week. During the five (5) day workweek period, the workweek shall be Monday through Friday in the Highway Division. At the Landfill, the workweek shall be Tuesday through Saturday or Monday through Friday in accordance with the Memorandum of Understanding on this subject.

22.1.2. During a designated period occurring between May 1 - October 31 of each year, the Highway Superintendent shall adopt a compressed forty (40) hour per week schedule in the Highway Division consisting of ten (10) hours per day and four (4) consecutive days per week. Employees shall be provided a minimum of one (1) week's advance notice before both the commencement and termination of such compressed work schedule.

22.1.3. A one-half (1/2) hour per day unpaid lunch period is not included in the forty (40) hour workweek. When Landfill employees are directed and authorized to work through their lunch break, they shall be compensated for the additional time worked.

22.2. County Complex Employees

The work hours for full-time employees in the Health Department, Maintenance Department, and the Department of Social Services shall be forty (40) hours per week, eight (8) hours per day, five (5) days per week. A one-half (1/2) hour per day unpaid lunch hour is not included in the forty (40) hour workweek.

22.3. Public Safety Building (Cooks)

The work hours shall be forty (40) hours per week, eight (8) hours per day, five (5) days per week. A one-half (1/2) hour per day paid lunch is included in the forty (40) hour workweek.

22.4. The above work hours shall apply with the exception of emergencies declared by the Department Head.

22.5. All employees are required to report to work at the scheduled time.

22.6. When employees in the Highway Department are assigned to work the compressed four (4) day workweek, all paid leave accruals shall be converted to hourly units and one (1) hour of paid leave time shall be charged for each hour of work absence.

Subject to the requirements of Article 31.5, the eight (8) hour floating holiday may be used during the compressed workweek when combined with two (2) hours of either personal leave or compensatory time.
ARTICLE 25
REGULAR COMPENSATION RATES

25.1. Tier 1

Full-time and part-time bargaining unit members hired prior to January 1, 1992 and employees with six (6) years of continuous service shall be compensated in accordance with the hourly rate schedule below.

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>2/1/2011</th>
<th>1/1/2012</th>
<th>1/1/2013</th>
<th>1/1/2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Head Automotive Mechanic</td>
<td>22.52</td>
<td>22.52</td>
<td>23.14</td>
<td>23.83</td>
</tr>
<tr>
<td>Senior Highway Crew Supervisor</td>
<td>22.52</td>
<td>22.52</td>
<td>23.14</td>
<td>23.83</td>
</tr>
<tr>
<td>Tree Trimming Supervisor</td>
<td>21.39</td>
<td>21.39</td>
<td>21.98</td>
<td>22.64</td>
</tr>
<tr>
<td>Automotive Mechanic</td>
<td>20.44</td>
<td>20.44</td>
<td>21.00</td>
<td>21.63</td>
</tr>
<tr>
<td>Automotive Mechanic/Welder</td>
<td>20.44</td>
<td>20.44</td>
<td>21.00</td>
<td>21.63</td>
</tr>
<tr>
<td>Building Maintenance Mechanic</td>
<td>20.44</td>
<td>20.44</td>
<td>21.00</td>
<td>21.63</td>
</tr>
<tr>
<td>Sign Fabricator</td>
<td>20.44</td>
<td>20.44</td>
<td>21.00</td>
<td>21.63</td>
</tr>
<tr>
<td>Welder</td>
<td>20.44</td>
<td>20.44</td>
<td>21.00</td>
<td>21.63</td>
</tr>
<tr>
<td>Assistant Sign Fabricator</td>
<td>20.20</td>
<td>20.20</td>
<td>20.76</td>
<td>21.38</td>
</tr>
<tr>
<td>Heavy Equipment Operator</td>
<td>20.20</td>
<td>20.20</td>
<td>20.76</td>
<td>21.38</td>
</tr>
<tr>
<td>Stock Room Clerk</td>
<td>20.20</td>
<td>20.20</td>
<td>20.76</td>
<td>21.38</td>
</tr>
<tr>
<td>Painter</td>
<td>20.20</td>
<td>20.20</td>
<td>20.76</td>
<td>21.38</td>
</tr>
<tr>
<td>Tree Trimmer</td>
<td>20.20</td>
<td>20.20</td>
<td>20.76</td>
<td>21.38</td>
</tr>
<tr>
<td>Motor Equipment Operator</td>
<td>19.67</td>
<td>19.67</td>
<td>20.21</td>
<td>20.82</td>
</tr>
<tr>
<td>Weigh Station Operator</td>
<td>19.67</td>
<td>19.67</td>
<td>20.21</td>
<td>20.82</td>
</tr>
<tr>
<td>Building Maintenance Worker</td>
<td>18.63</td>
<td>18.63</td>
<td>19.16</td>
<td>19.73</td>
</tr>
<tr>
<td>Head Cleaner</td>
<td>18.40</td>
<td>18.40</td>
<td>18.91</td>
<td>19.48</td>
</tr>
<tr>
<td>Head Cook</td>
<td>17.66</td>
<td>17.66</td>
<td>18.15</td>
<td>18.69</td>
</tr>
<tr>
<td>Solid Waste Attendant</td>
<td>17.40</td>
<td>17.40</td>
<td>17.88</td>
<td>18.42</td>
</tr>
<tr>
<td>Clerk</td>
<td>16.76</td>
<td>16.76</td>
<td>17.22</td>
<td>17.74</td>
</tr>
<tr>
<td>Home Health Aide</td>
<td>16.64</td>
<td>16.64</td>
<td>17.10</td>
<td>17.61</td>
</tr>
<tr>
<td>Laborer</td>
<td>16.64</td>
<td>16.64</td>
<td>17.10</td>
<td>17.61</td>
</tr>
<tr>
<td>Cleaner</td>
<td>15.60</td>
<td>15.60</td>
<td>16.03</td>
<td>16.51</td>
</tr>
</tbody>
</table>
25.4. **Administration of Tier II**

After successful completion of three (3) continuous years of service, the employee shall receive a five percent (5%) increase on their regular hourly rate.

After successful completion of six (6) continuous years of service, the employee shall receive the Tier I regular hourly rate for their job classification.

**ARTICLE 26**

**LONGEVITY PREMIUM**

26.1. In addition to an employee's regular compensation rate, each employee covered by this Agreement shall receive longevity payments based upon their years of service with the County. For the purpose of this Article, years of service shall be determined in accordance with Article 14.1.

- **Seniority Defined.**

26.2. Longevity payments will be made in equal installments each pay day in accordance with the appropriate schedule below.

26.3. Employees covered by this Agreement hired prior to January 1, 1985 shall receive longevity payments in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Completed Years of Continuous Service</th>
<th>Annual Longevity Pay for Full-Time Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 5 years</td>
<td>$200</td>
</tr>
<tr>
<td>After 10 years</td>
<td>An additional $400</td>
</tr>
<tr>
<td>After 15 years</td>
<td>An additional $400</td>
</tr>
<tr>
<td>After 20 years</td>
<td>An additional $500</td>
</tr>
<tr>
<td>After 25 years</td>
<td>An additional $500</td>
</tr>
</tbody>
</table>

26.4. Employees covered by this Agreement hired on or after January 1, 1985 shall receive longevity payments in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Completed Years of Continuous Service</th>
<th>Annual Longevity Pay for Full-Time Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 10 years</td>
<td>$200</td>
</tr>
<tr>
<td>After 15 years</td>
<td>An additional $250</td>
</tr>
<tr>
<td>After 20 years</td>
<td>An additional $300</td>
</tr>
<tr>
<td>After 25 years</td>
<td>An additional $350</td>
</tr>
</tbody>
</table>
ARTICLE 28
CALL-IN

28.1. When an employee, after leaving his/her place of work, is called in and reports for work other than during his/her regularly scheduled work time, such employee shall be guaranteed a minimum of three (3) hours work or a minimum of three (3) hours compensation.

28.2. Employees shall be paid any applicable premium or overtime pay for all time actually worked.

28.3. The unworked portion of the guaranteed three (3) hours, if any, shall be paid at the regular straight time rate.

ARTICLE 29
SHIFT DIFFERENTIAL

29.1. In departments where shift work applies, shifts will be designated as first shift, second shift, and third shift.

29.2. A shift differential premium of thirty (30) cents per hour shall be paid for all hours worked by an employee when a majority of his/her regularly scheduled shift hours occur during the second shift.

A shift differential premium of thirty-five (35) cents per hour shall be paid for all hours worked by an employee when a majority of his/her regularly scheduled shift hours occur during the third shift.

29.3. In the event that an employee is required to work into the second and third shift, that employee shall receive shift differential for all hours worked during the second or third shift without regard to the number of hours worked.

ARTICLE 30
PAYROLL

Employees shall be paid on a biweekly basis.
and one-half (1 1/2) for the holiday worked or double time and one-half (2 1/2) pay for the holiday worked and no compensatory time off in lieu thereof.

If an employee elects to take compensatory time off in lieu of holiday pay, he/she shall have six (6) months to liquidate same. If the elected compensatory time is not taken within six (6) months, the employee will then be paid their holiday pay calculated on the basis of the rate earned by the employee at the time the compensatory time off was accrued.

31.4. Holiday Eligibility Requirement

In order to be eligible for holiday pay, as defined in this Article, the employee must actually work his/her last scheduled workday prior to the holiday and his/her first scheduled workday subsequent to the holiday. Excuses shall be granted for the failure to work either the day before and/or the day after a holiday because of authorized vacation leave, personal leave, compensatory time off, sick leave, or other approved paid leave time. In the event that an employee has established a pattern of using sick leave immediately prior to or subsequent to holidays, the Department Head may request a physician’s statement to verify the employee’s sickness. Failure by the employee to comply with the request may result in forfeiture of holiday pay.

31.5. Floating Holiday

Prior to utilizing the floating holiday, an employee covered by this Agreement must have been continuously employed for at least six (6) months. A new employee hired in June of a calendar year shall have until January 31st of the following year to utilize their floating holiday. In order to use the floating holiday, an employee must notify the Department Head or his/her designee in writing at least twenty-four (24) hours in advance of the requested date. The floating holiday shall not be unduly denied. However, the Department Head/designee shall have the right to limit the number of employees using the floating holiday according to work requirements.

ARTICLE 32
PERSONAL LEAVE

32.1. Full-time employees covered by this Agreement shall receive personal leave days in accordance with the provisions of this Article.

32.2. FOR FULL-TIME EMPLOYEES HIRED PRIOR TO JANUARY 1, 1985 On the first day of the first full payroll period after January 1 of each year, each full-time employee shall be credited with 40 hours of personal leave.

FOR FULL-TIME EMPLOYEES HIRED ON OR AFTER JANUARY 1, 1985 On the first day of the first full payroll period after January 1 of each year, each full-time employee shall be credited with 24 hours of personal leave.

FOR NEWLY HIRED FULL-TIME EMPLOYEES Full-time employees hired between January 1 - June 30 inclusive shall receive 16 hours of personal leave at the time of hire. Full-time employees hired between July 1 - September 30 inclusive shall receive 8 hours of personal leave at
33.3. In addition to sick leave used for illness of the employee, sick leave may be used for illness in the employee's immediate family not to exceed 120 hours per year.

When use of sick leave is required for a qualifying event under the Family and Medical Leave Act (FMLA), the employee must comply with the County’s policy and procedures on the FMLA.

33.4. When an employee must be absent on sick leave, the employee is required to notify his/her Department Head/designee no later than one (1) hour after the start of his/her shift, except in the event of an emergency, with the exception of employees working at the Highway-Landfill Divisions who must notify their Department Head at least one-half (1/2) hour prior to the start of his/her shift. Sick leave credits shall not be granted unless such report is made, but instead shall be considered as unauthorized time off without pay. An employee shall not work for another employer during the eight hour period they are utilizing sick leave.

33.5. Sick leave requests for less than one-half (1/2) hour units shall not be approved.

33.6. In case of absence of three (3) consecutive work days, a physician's statement verifying the employee's incapacity or inability to perform job duties may be required. If the employee fails to submit sufficient proof of illness when required to do so, such absence shall be considered time off without pay. Upon return from sick leave of thirty (30) days or more, the employee shall submit to the Department Head a physician's statement attesting to the employee's recovery and physical fitness to perform the duties of his/her assignment. No employee will be allowed to return to work who has failed to present such physician’s statement.

33.7. Attendance Incentive

As an incentive for members of this unit to reduce excessive absenteeism and to foster high standards of productivity and accountability among said members, the County agrees to grant regularly scheduled full-time employees covered by this Agreement an annual attendance bonus of $125 to be paid to those employees who use a total of twenty four (24) hours or fewer on no more than four (4) different days during each calendar year of this Agreement, not including those days used while on duty incurred injury/illness compensation. In order to be eligible, employees must be on full duty status, as defined in Section 33.1. above, during the entire calendar year period.

33.8. Between November 1 and December 1 of each year of the Agreement, those full-time employees with over 800 hours of accrued sick leave may submit a request, on a form prescribed and distributed by the Personnel Officer, to the Department Head for "Buy-Back" of accrued sick leave up to a maximum of 240 sick leave hours per year. Such "Buy-Back" will be at fifty percent (50%) of the employee's regular salary or hourly wage and issued in a separate check no later than December 20th of each year of the Agreement and the employee's sick leave accruals will be adjusted accordingly.
34.9. **Vacation Buy Back**

Full-time employees covered by this Agreement may receive pay in lieu of vacation time, subject to the following conditions: (A) Requests must be in writing to the Department Head, (B) Requests must be made for full day time periods, (C) Requests will be limited to a 240 hour maximum, (D) only one (1) request per employee per calendar year will be considered, (E) Pay in lieu of vacation will be made at the employee's regular rate, (F) Requests must be submitted thirty (30) working days prior to the date of payment, (G) Requests may be canceled by written notice no later than ten (10) working days prior to the date of payment.

**ARTICLE 35**

**BEREAVEMENT LEAVE**

35.1. In the event of a death in the employee's immediate family, bereavement leave of up to 24 work hours (30 work hours during a 4 day/10 hour shift workweek) shall be granted to full-time employees. Part-time employees shall be eligible for up to 16 work hours of paid bereavement leave.

Immediate family shall be defined as: mother, father, husband, wife, son, daughter, grandmother, grandfather, granddaughter, grandson, sister, brother. The above terms shall include natural, in-law, and step relations.

35.2. Employees requesting Bereavement Leave may be asked for proof of relationship and/or proof of death. Failure to comply with said request will result in loss of bereavement pay.

**ARTICLE 36**

**MILITARY SERVICE LEAVE**

Any employee who is a member of a reserve force of the United States or this state and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity with no loss of time or pay not to exceed a total of 240 hours or 176 working hours, whichever is greater, per calendar year, as provided by law. The employee shall provide to the Employer a copy of the employee's military orders at least two (2) weeks prior to going on such leave in the event of scheduled military duty or upon return to work in the event of emergency military duty.

**ARTICLE 37**

**JURY DUTY AND COURT ATTENDANCE**

37.1. Employees shall be granted a leave of absence with pay when they are required to report for jury duty or to attend court pursuant to a subpoena or other court order not as a party to the litigation. The employee shall also be allowed to keep the remuneration provided by the Court. The employee must notify his/her Department Head of jury selection or receipt of subpoena or court order no later than his/her first scheduled shift following receipt of the notice.
by the insurance carrier or HMO.

38.4. Disability Benefits for Full-Time Employees

38.4.1. The County shall provide a disability insurance program. The County shall contribute one-hundred percent (100%) of the cost of employee coverage of said disability plan.

38.4.2. The County reserves the right to change insurance carriers, or to self-insure, provided the level of benefits are equivalent to or better than those being realized at the time of change.

38.5. Section 125 Plan

38.5.1. The County will provide a plan in compliance with Section 125 of the Internal Revenue Code. The plan will provide for employees to make pre-tax deductions for the purposes of premium conversion, health care reimbursement accounts, and/or dependent care reimbursement accounts. The maximum amount of contributions to the health care reimbursement account and the dependent care reimbursement account shall be established by the County. If an employee has terminated County employment, they can only file for reimbursement through the plan, subject to the time limitations of the plan, for services received during their period of employment up to the amount deducted from their payroll during their period of employment that calendar year. Unclaimed contributions by terminated employees or by employees who did not file for reimbursement during the specified time period shall be used to pay the administrative costs of the plan. An employee who has terminated County employment for any reason and who has claimed more in reimbursements than they have contributed to that date shall be sent a request to reimburse said amount back to the County.

38.5.2. The County reserves the right to change plan administrators or to self-administer the plan to provide for the existing payroll deductions in compliance with Section 125 of the Internal Revenue Code.

ARTICLE 39
RETIREMENT

39.1. The County agrees to provide Section 75(i) of the New York State Retirement and Social Security Law on a non-contributory basis for Tier 1 and Tier 2 Retirement System members covered by this Agreement.

39.2. The County agrees to provide the applicable provisions of Articles 14 and 15 of the New York State Retirement and Social Security Law for Tier 3 and Tier 4 Retirement System members covered by this Agreement. Such members are required by law to contribute three percent (3%) of their annual earnings to the Retirement System for ten (10) years from their date of membership in the system.

39.3. The County agrees to provide Section 41(j) of the New York State Retirement and Social Security Law on a non-contributory basis for all Retirement System members covered by this Agreement.
ARTICLE 41
UNIFORM ALLOWANCE

41.1. The County will provide coverall service to employees in the Highway Department and in the Department of Solid Waste and Sanitation who the County determines require such service.

41.2. The County will provide laundry service for all employee-owned coveralls at no charge to the employee.

41.3. Each full-time Home Health Aide shall be required to wear a uniform approved and provided by the County. The County shall determine the style and color of uniforms to be worn.

41.4. At the beginning of each construction season, the County will provide two tee shirts to each continuing employee who works on a road crew in the Highway Department. The County will provide three tee shirts to each new employee who did not receive them the previous year. The County shall determine the color of tee shirts to be worn.

ARTICLE 42
MILEAGE

All employees covered by this Agreement, when authorized by their Department Head to use their own vehicles for the express purpose of conducting County business for job-related duties, shall be reimbursed at the current IRS rate. The County will also reimburse the employee for properly receipted toll and parking expenses incurred while conducting County business.

ARTICLE 43
TERMINAL BENEFITS

43.1. General

43.1.1. An employee whose employment is terminated by the County for any reason except discharge will be given ten (10) working days' notice or compensation to the extent such notice is deficient.

43.1.2. An employee whose employment is terminated by resignation or retirement and who fails to give the Department Head at least ten (10) working days' notice shall forfeit all terminal benefits.

43.1.3. In the case of the death of an employee, terminal benefits due shall be paid to the estate of the employee.

43.1.4. Terminal benefits shall be paid at the regular straight time hourly rate of compensation earned by the employee at the time of termination.

43.1.5. An employee whose employment is terminated by discharge shall not receive any
43.4. Holiday Payments

An employee who is terminated for any reason shall receive compensation for holidays worked but not paid.

43.5. Retiree's Health Insurance Coverage

An employee who has completed at least ten (10) years of full-time continuous service and who retires directly into or under the New York State & Local Retirement System and who is eligible to receive a pension therefrom, during the life of this Agreement, shall be provided with individual health insurance coverage with one-hundred percent (100%) of said coverage paid by the County. The employee is responsible for any dependent coverage or family coverage. The required minimum period of service set forth above shall be waived in the event the employee is granted and receives a New York State Retirement accidental disability retirement.

43.6. Compensatory Time Payments

Upon termination of employment, an employee shall receive compensation for accrued but unused compensatory time.

43.7. Retiree's Lump Sum Longevity Payment

An employee who has completed at least ten (10) years of continuous service and who retires directly into or under the New York State & Local Retirement System and who is eligible to receive a pension therefrom shall receive the unpaid portion of their annual longevity premium, based on completed years of continuous service, as a lump sum payment in their last regular payroll check. Payment under this section shall decrease the payment under Section 43.3.1 by an amount equal to the value of the unpaid portion of the longevity premium. An employee must have unused sick leave days at least equal in value to be eligible for payment under this section.

The required minimum period of service set forth above shall be waived in the event the employee is granted and receives a New York State & Local Retirement System accidental disability retirement.

ARTICLE 44
SCHEDULE OF BENEFITS FOR PART-TIME EMPLOYEES

44.1. Wages

Part-time employees covered by this Agreement shall receive wages equivalent to the salary schedule for full-time employees contained in this Agreement.

44.2. Sick Leave

Part-time employees covered by this Agreement shall earn sick leave credit at the rate of two (2) hours per month of service. Part-time employees shall accumulate unused sick leave credit.
44.5.3 Cost Control Measures
Part-time employees and their dependents shall not be eligible for double coverage at any time under the County's health insurance plans.

44.6. Personal Leave

FOR PART-TIME EMPLOYEES HIRED PRIOR TO JANUARY 1, 1994: On the first day of the first full pay period after January 1 of each year, the employee will be credited with one (1) day of personal leave. All other provisions of Article 32 shall apply to the employee.

PART-TIME EMPLOYEES HIRED ON OR AFTER JANUARY 1, 1994 shall not be eligible for personal leave.

44.7. Longevity Premium
Part-time employees shall not be eligible for longevity premium benefits.

44.8. Bereavement Leave
Part-time employees shall be eligible for two (2) workdays of paid bereavement leave in the event of a death in the employee’s immediate family, as defined in Article 35.

44.9. Disability Benefits
Part-time employees covered by this Agreement shall be provided a disability insurance program. The County shall contribute one hundred percent (100%) of the cost of said program.

ARTICLE 45
UNPAID LEAVE OF ABSENCE

45.1. A leave of absence without pay, not to exceed one (1) year, may be granted a permanent employee by the Department Head provided there is sufficient medical justification stipulated by written documentation of a physician or sufficient personal reasons acceptable to the Department Head. Such leaves may be extended by approval of the Department Head; however, in no instance will unpaid leaves of absence exceed two (2) years.

45.2. When a leave of absence is required for a qualifying event under the Family and Medical Leave Act (FMLA), the employee must comply with the County’s policy and procedures on the FMLA.

45.3. In order to be eligible for an unpaid medical leave of absence the employee must have exhausted all sick leave accruals, unused vacation days, personal leave days, and compensatory time.
presenting a grievance, as defined in this article, will commence at the time of receipt of the notice of discipline by the employee.

46.3. If the employee disagrees with the disciplinary action imposed, the employee and/or the CSEA may submit a grievance at the Stage 2 level of the Grievance Procedure as specified in Article 47.4. of the Agreement. Failure to submit a grievance within ten (10) working days of receipt of the notice of discipline will constitute acceptance of the imposed penalty by the employee and the CSEA and the matter will be settled in its entirety. Subject to a mutual written agreement between the CSEA and the County Personnel Officer, the time limit herein-above specified may be extended.

46.4. An employee shall have the right to be represented in disciplinary matters by a CSEA representative if the employee elects to do so. Nothing contained herein shall be construed as limiting the right of an employee to informally resolve the disciplinary matter by settlement with the Department Head and the employee may waive his/her rights to the procedure, as outlined herein. Any settlement agreed upon between the parties shall be reduced to writing and shall be final and binding upon all parties.

46.5. No disciplinary action shall be commenced by the County more than two years after the occurrence of the alleged act(s) for which discipline is being considered provided, however, that such time limitation shall not apply where the act(s) would, if proved in a court of appropriate jurisdiction, constitute a crime.

ARTICLE 47
GRIEVANCE PROCEDURE

47.1. Definitions

Grievance shall mean an alleged violation, misinterpretation, or an inequitable application of the expressed terms of this Agreement.

Grievant shall mean either the CSEA, or the employee(s) it represents in the negotiating unit, filing a grievance.

Supervisor shall mean an employee who directs the work of the employee(s) affected by the alleged grievance.

Department Head shall mean the principal officer and appointing authority of a department.

47.2. For the purpose of this procedure, workdays will exclude Saturday, Sunday, and enumerated holidays. The time limits set forth in this Article are of the essence. They may, however, be extended by mutual written agreement of the parties.

The failure of the grievant, either the CSEA or the employee(s) it represents, to proceed within the time limits set forth shall terminate the grievance at that step. The failure of the County to answer within the time limits set forth will advance the grievance to the immediate next step of the
Stage 4

A. If a settlement is not reached at Stage 3, the CSEA, and only the CSEA, may, within ten (10) working days after the reply of the Personnel Officer or their designee is received or due, by written notice, request arbitration. The Employer and the CSEA will select the arbitrator by mutual agreement from lists submitted to them by the American Arbitration Association and arbitration will be conducted in accordance with the then current Voluntary Rules of the American Arbitration Association. Such notice of arbitration must be given to the County Personnel Officer. If arbitration is not requested, as set forth in this Step, it shall be deemed waived and the grievance resolved on the basis of the response of the Personnel Officer.

B. The decision or award of the arbitrator shall be final and binding on the County, the CSEA, and the grievant or grievants to the extent permitted by and in accordance with applicable law and this Agreement.

C. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement, nor add to, subtract from, or modify any of the provisions of this Agreement.

D. The costs of the services and of any related expenses of the arbitrator, excluding the initial filing fee, will be borne equally by the County and the CSEA. The initial filing fee shall be paid by the party who files for arbitration.

E. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues.

ARTICLE 48

LABOR-MANAGEMENT MEETINGS

48.1. Conferences between representatives of the Employer and no more than three (3) representatives of the CSEA Unit, on important matters and methods of improving the relationship between the parties, will be arranged between the parties upon request of either party. Arrangements for such meetings shall be made in advance and shall be held at reasonable hours, as mutually agreed upon by the parties. Employees acting on behalf of the CSEA shall suffer no loss of time or pay should such meetings fall within their regular work hours.

48.2. The County and the CSEA agree that any issue of concern to either party will be referred to the labor-management committee for discussion purposes.

48.3. The County and CSEA recognize that employee performance evaluations are not currently conducted in departments covering bargaining unit employees. However, the County and CSEA agree to refer to the Labor-Management Committee the issue of performance evaluations. The County and CSEA further acknowledge an obligation to negotiate the mandatory subjects of bargaining associated with performance evaluations.
ARTICLE 54
ALCOHOL AND DRUG TESTING

54.1. Bargaining unit members who hold a Commercial Driver’s License shall be subject to alcohol and drug testing in accordance with federal law, rule, regulation and the Madison County drug and alcohol testing policy and procedures.

54.2. For all other bargaining unit members, the County may test for drugs or alcohol only when such testing is based on reasonable suspicion. Any reasonable suspicion testing shall be directed by Department Heads or designees trained by the County to make such determinations.

54.3. The County shall bear the cost for all testing pursuant to 54.2. above and 54.5. below, and shall pay the employee for all time spent during the testing process including, but not limited to, travel to and from the testing site. All testing shall be performed by a DHHS certified laboratory. If an employee requests testing performed on a split sample, the employee shall bear the cost of the split sample test.

54.4. Employees with drug or alcohol dependency shall be referred to a substance abuse professional (“SAP”) and placed on a medical leave of absence conditioned on the full participation in any treatment program recommended by the SAP. Employees on such leave shall be entitled to utilize all paid time accruals. Failure to participate in and/or complete the recommended treatment plan shall be grounds for discipline up to and including dismissal. Employees on such leave shall be entitled to medical leave for their first failed drug or alcohol test only. Medical leave for subsequent failed tests, if any, is at the County’s discretion and such subsequent failed tests, if any, are subject to discipline up to and including dismissal.

54.5. Upon return to work, the employee shall be subject to periodic random testing for one year. Positive tests during this one-year period shall be grounds for discipline up to and including dismissal.

54.6. All testing and results shall be confidential.

54.7. All discipline referred to in this Article shall be pursuant to Article 46 of this Agreement.

54.8. Use of illegal drugs and/or alcohol at work shall be cause for dismissal.

ARTICLE 55
RETROACTIVITY

Employees covered by this Agreement who are still on the active payroll as of the beginning of the payroll period immediately following ratification of the Agreement by both parties and those employees covered by this Agreement who retire directly from County employment into and under the provisions of the New York State & Local Retirement System shall receive a retroactive payment computed upon the difference between the new regular compensation rate and the regular compensation rate prior to ratification for each hour actually compensated including overtime.
56.2.2. During the designated snow removal season, winter snow patrol employees may be assigned to one of the following shifts: 6:00 a.m. - 3:30 p.m., 6:00 a.m. - 2:00 p.m., 2:00 p.m. - 10:00 p.m., and 2:00 a.m. - 10:00 a.m. Times may be subject to change. Employees participating in winter snow patrol shall be subject to seniority selection for shift assignment. The shift work above occurs Monday through Sunday.

56.2.3. One Automotive Mechanic/Welder, Automotive Mechanic, or Head Automotive Mechanic shall be scheduled to work from 2:00 p.m. - 10:00 p.m. in each division Monday through Friday. All other employees in these roles shall be scheduled to work from 7:00 a.m. - 3:30 p.m.

56.3. Snow Removal Season (Call-in)

56.3.1. All employees with a plow assignment are required to participate in the call-in procedures. Overtime shall be assigned to the operator that is normally responsible for a specific route and shift.

56.3.2. A snow removal call-in event occurs when employees are called in for snow removal operations before or after their regularly scheduled work hours or during other non-working hours.

56.3.3. Call-in procedures will be in effect for the designated snow removal season.

56.3.4. Employees must be available for snow removal call-in during the snow removal season. Employees may sign out of service for snow-related call-ins, however, sign outs may be limited due to operational needs including but not limited to prevailing weather conditions. Notice must be given at least 24 hours in advance to the County to sign out of service. Notice shall be provided on a form prescribed by the Highway Superintendent.

56.3.5. All employees eligible to drive a snow plow shall be listed in order of seniority to determine overtime assignments when an employee cannot be contacted as described in paragraph number 56.3.1. Employees with a plow assignment shall be placed ahead of employees without a plow assignment. Employees without a plow assignment may choose to remove themselves from the list. The list shall be utilized in a rotating manner.

56.3.6. Effective for the 2010-2011 snow removal season, and thereafter, employees who respond to a call-in shall be paid an incentive of $20 for each response to a snow-related event. The $20 incentive will be paid in the pay period earned.

56.4. Compensation

56.4.1. Effective for the 2010-2011 snow removal season, and thereafter, compensation for OPP participants shall be $2.50 per hour. When an employee is assigned to an OPP route, all hours worked by that employee during any day with a snow removal assignment (that is, from "in punch" to "out punch") shall be paid as OPP hours. Overtime and holiday premiums shall apply.
APPENDIX A
EXCLUSIONS

It is understood by and between the parties that the collective bargaining unit definition as contained in Article 1 is mutually understood to exclude and does exclude the following positions:

All Elected Officials
Addictive Substance Abuse Director
Administrative Assistant to County Attorney
Administrative Assistant to District Attorney
Assistant County Attorneys
Assistant Directors of Administrative Services
Assistant Director of Community Health Services
Assistant Director of Environmental Health
Assistant Directors of Patient Services
Assistant Director of Planning
Assistant District Attorneys
Assistant 911 Director
Assistant Personnel Officer
Budget Officer
Building Maintenance Supervisor
Chief Wastewater Treatment Plant Operator
Child Advocacy Center Director
Clerk to Board of Supervisors
Commissioner of Social Services
Confidential Secretary to Board of Supervisors
Confidential Secretary to Clerk to Board of Supervisors
Confidential Secretary to Commissioner of Social Services
Confidential Secretary to County Attorney
Confidential Secretary to Director of Community Mental Health Services
Confidential Secretary to the District Attorney
Confidential Secretary to Public Health Director
Confidential Secretary to Sheriff
Corrections Captain
Corrections Lieutenants
County Administrator
County Attorney
County Fire Coordinator/Director of Emergency Preparedness
County Highway Superintendent
County Historian
Criminal Investigator
Deputy Commissioner for Administrative Services
Deputy Commissioner for Child and Family Services
Deputy Commissioner for Financial Aid
Deputy County Clerk
Deputy County Highway Superintendent
Deputy County Treasurer
Deputy Director for Administrative Services
Deputy Director of Health
Deputy Sheriff Captain
Directors of Administrative Services
APPENDIX B
TITLE CLASSIFICATION

ASSISTANT SIGN FABRICATOR
AUTOMOTIVE MECHANIC
AUTOMOTIVE MECHANIC/WELDER
BUILDING MAINTENANCE MECHANIC
BUILDING MAINTENANCE WORKER
CLEANER
COOK
HEAD AUTOMOTIVE MECHANIC
HEAD CLEANER
HEAD COOK
HEAVY EQUIPMENT OPERATOR
HIGHWAY CREW SUPERVISOR
HOME HEALTH AIDE
LABORER
MOTOR EQUIPMENT OPERATOR
PAINTER
SENIOR BUILDING MAINTENANCE WORKER
SENIOR HIGHWAY CREW SUPERVISOR
SIGN FABRICATOR
SOLID WASTE ATTENDANT
STOCK ROOM CLERK
TREE TRIMMER
TREE TRIMMING SUPERVISOR
WEIGH STATION OPERATOR
WELDER
WORK PROGRAM CREW LEADER
SECTION 3. PROCESS:

In order to seek and/or qualify for reimbursement, the employee must be actively employed with the County of Madison at the time of acquittal, at the time that actual payment is sought and at the time that actual payment is made. A request for reimbursement of attorney’s fees, disbursements and litigation costs shall be submitted in writing, by the employee and/or the attorney therefore via certified mail-return receipt requested, to “Madison County Department of Law, P.O. Box 615, Wampsville, New York 13163 – Attention: County Attorney.” This request must be submitted within thirty (30) calendar days following actual acquittal. The request must be accompanied by a court certified copy of the judgment, finding, or decision of acquittal.

The County Attorney shall be entitled to receive full and complete particulars and detail regarding such disposition/acquittal and all services, fees, charges, disbursements, costs, expenditures and expenses for which reimbursement is requested in such manner and form as the County Attorney shall so require. All requests for reimbursement are subject to the approval of the County Attorney prior to submission for actual payment of same by the County of Madison.

The County of Madison’s obligation to reimburse an employee for the costs of the successful defense of criminal court proceedings, as more fully detailed within the preceding paragraph, is expressly and strictly conditioned upon the following:

(a) The employee shall personally deliver to the Madison County Attorney, within five (5) calendar days of the employee’s first receipt thereof, a true, complete and legible copy of any appearance ticket, citation, summons, information, indictment, accusatory instrument and/or other criminal legal process of any nature whatsoever as received by said employee and for which proceedings said employee may or will seek reimbursement of defense costs; and

(b) The employee shall advise the Madison County Attorney, in writing by certified mail-return receipt requested, of the name, mailing address and telephone number of the attorney retained by such employee in defense of any criminal proceeding for which said employee may or will seek reimbursement of the cost of defense. That information shall be supplied in writing, by the employee to the Madison County Attorney within (5) calendar days of the employee’s first retainer of such attorney. At that same time, the employee shall further provide the Madison County Attorney with a true copy of the retainer/legal representation agreement entered into between such employee and defense attorney and as details the agreed-upon and full terms for the compensation of such attorney/defense counsel. A written retainer/legal representation agreement is a prerequisite for an employee’s request for reimbursement. The receipt of such retainer/legal representation agreement by the County Attorney notwithstanding, the County of Madison shall be under no duty to accept same for reimbursement pursuant to the terms thereof or to give notice as to the acceptability or unacceptability of same. The County of Madison’s obligation for payment is expressly limited to the payment of reasonable, necessary and customarily prevailing hourly fee rates as more fully set forth and discussed in Section 2. The provision of such a retainer/legal representation agreement is in no manner to be deemed or construed as an agreement on the part of the County of Madison to make or issue a reimbursement/payment in accordance therewith; and
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF MADISON
AND
THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
BLUE COLLAR UNIT

The County of Madison ("County") and the Civil Service Employees Association, Inc. Blue Collar Unit ("CSEA") do hereby agree to the following provisions pertaining to the Madison County Health Insurance Program ("Program").

1. The labor-management Health Insurance Task Force shall meet at the request of the County or any bargaining unit within the County. The Personnel Officer shall be responsible for scheduling the meeting and notifying all parties.

2. The Task Force shall review cost containment data and make recommendations concerning methods for continued cost control.

3. The County agrees to commit adequate human resources for the purpose of explaining and administering Program activities for members of the CSEA.

4. The County and the CSEA intend to work cooperatively and in good faith concerning matters and efforts on health care cost containment.

FOR THE COUNTY: FOR CSEA:

[Signatures and dates]

Board Chairman
Date

Labor Relations Specialist
Date

Blue Collar Unit President
Date
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COUNTY OF MADISON
AND THE
CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC.
(BLUE COLLAR UNIT)

WHEREAS, the normal workweek for the Solid Waste Department employees covered by this Agreement is Tuesday through Saturday or Monday through Friday,

NOW, THEREFORE BE IT RESOLVED that staffing will be determined in accordance with the provisions below:

1. Employees will be scheduled to work five (5) consecutive days during the workweek between Monday and Saturday.

2. Employees shall be provided a minimum of one (1) week's notice before both the commencement and termination of such a new work schedule. The County shall post a complete work schedule on a monthly basis.

3. The Director of Solid Waste Management will determine, in his/her discretion, the number of employees required to work Monday through Friday and the number required to work Tuesday through Saturday.

4. Employees will be scheduled for the Monday through Friday workweek based on seniority and job requirements. An employee scheduled to work Monday through Friday may find another employee working Tuesday through Saturday to replace them if job requirements can be met and with the approval of the Director of Solid Waste Management.

5. In the event of mandatory overtime, the employee designated to work shall be the least senior. The employees shall be assigned in reverse order of seniority on a rotating basis.

FOR THE COUNTY:

[Signature]
Board Chairman
Date

FOR THE CSEA:

[Signature]
Labor Relations Specialist
Date

[Signature]
Blue Collar Unit President
Date