Title: Seneca, County of and Seneca County Unit, CSEA Local 1000, AFSCME, AFL-CIO (2009) (MOA)

Employer Name: Seneca, County of

Union: Seneca County Unit, CSEA Local 1000, AFSCME, AFL-CIO

Local:

Effective Date: 01/01/09

Expiration Date: 12/31/12

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PREAMBLE

The County of Seneca, hereinafter referred to as the “County”, and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, hereinafter referred to as the “Association”, 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 Bargaining by employees pursuant to the New York State Public Employee’s Fair Employment Act and that no Article or Section in this contract be construed to be in any violation of New York State Civil Service Law or any Local Law, Ordinance or Statute. Both parties to this Agreement furthermore affirm that the public employment is to be regarded as a life-long 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 Seneca County the best personnel available. We furthermore affirm that each County employee, regardless of how he serves the citizenry of Seneca County, shall, at all times, be a dedicated, courteous and efficient 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 Association to any person because of their sex, race, color, national origin, disability, marital status, age or religion.

ARTICLE 1
ASSOCIATION SECURITY

SECTION 1 – RECOGNITION CLAUSE

The County hereby recognizes the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, as the sole and exclusive bargaining agent for all full time and part time County employees exclusive of the County Department Heads, Elected Officials, Director of Community Mental Health Services, Program Director of Clinical Services, Prevention and Treatment Program Director, W.M.S. Coordinator, Deputy Commissioner of Human Services, Secretary to the Commissioner of Human Services, full or part time Attorneys, W.I.A. experience employees, Clerk and Deputy Clerk to the Board of Supervisors, Systems Administrator, Network Administrator, Employee Benefits Assistant, Director of Workforce Development and Planning, EMS Coordinator, Airport Manager, Deputy Director of Planning, Tax Map Technician, Social Services Investigator, Confidential Secretary to the County Attorney, Confidential Secretary to the County Manager, Confidential Secretary to the District Attorney, Accountant, Grant Management Specialist, Fiscal Services Manager and Deputy Director of Public Health, and all temporary/seasonal employees and employees who work less than 825 hours in a calendar year and all who work in the Seneca County Sheriff’s Department and the Personnel Department staff of Seneca County for the purpose of collective bargaining and the processing of grievances. This recognition shall expire pursuant to Section 208 of the Civil Service Law.
SECTION 2 – AUTHORIZATION CARDS AND DEDUCTIONS

The County, through the office of the County Treasurer, shall deduct from the wages of each County employee and remit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, regular membership dues for those employees who have signed checkoff cards authorizing such deduction. This authorization by the Contract shall become effective the date the appropriate form designates or, if none, when it was signed by the employee and deduction from the pay of the employee shall begin by the next payroll period of the receipt of the notification to the Employer. The same provisions shall apply for those employees who authorize deductions for any CSEA sponsored insurance.

SECTION 3 – UNION MEMBERSHIP – NON-INTERFERENCE

Membership in the Association shall be voluntary but since both parties to this Agreement recognize that a strong and active Association with full and active participation on the part of all members and all employees is desirable to the collective bargaining process, it shall be encouraged. The County agrees that there shall be no discrimination, interference, restraint, or coercion by the County, or any of its agents on behalf of, or against any employee because of his membership in the Association or because of any activities on behalf of the Association.

SECTION 4 – EMPLOYEE INFORMATION

Upon written request, not to exceed four (4) times per year, the Employer shall supply to the Seneca County Unit of the Seneca County Local of C.S.E.A., Inc., a list of all employees in the bargaining unit showing the employee’s full name, home address, job title, department, membership status and first date of hire to full time employment.

SECTION 5 – AGENCY SHOP

The Civil Service Employees Association, Inc., shall have deductions made from the wage or salary of employees of said bargaining unit who are not members of the Civil Service Employees Association, Inc., the amount equivalent to the dues levied by the Civil Service Employees Association, Inc. The Employer shall make such deductions and transmit the amount so deducted, along with a listing of such employees, to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210.

ARTICLE 2

STRIKES

SECTION 1 – STRIKE CLAUSE

The Association hereby 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.
ARTICLE 3
RECIPROCAL RIGHTS

SECTION 1 – MANAGEMENT RIGHTS CLAUSE

The Association recognizes that the management of the County, the direction of its employees, the determination of the number of employees it will employ, the right to hire, suspend, discharge, discipline, promote, demote or transfer are vested in the County, subject however, to the provisions of New York State Civil Service Law, any Local Laws which might be pertinent and the conditions of this Agreement.

SECTION 2 – UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES

The County recognizes the right of the employees to have C.S.E.A. Representatives to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this Agreement and to visit employees during working hours on Association business. Time off will be allowed from their regular employment, at no charge to any leave credits. C.S.E.A. business is limited to contract negotiations, grievances, disputes, working conditions, grade allocations, administration of said Agreement, appearances before the Board of Supervisors, a Grievance Board or an Appeals Board. The Association agrees to notify the County Personnel Officer of all Association Officers and Representatives annually or as any change occurs in any position. No more than one representative at any one time, other than C.S.E.A. Staff, will represent the employees in the aforementioned business.

SECTION 3 – UNION AND EMPLOYER MEETING

In order to promote harmonious and cooperative relations between a Department head and his employees, the County recognizes the right of the Association to have, at least, monthly meetings with any Department head provided, however, that at least three (3) days written notice is forward to him. In the event of an emergency, this provision is hereby waived.

SECTION 3A – LABOR-MANAGEMENT MEETINGS

The County and C.S.E.A. have an interest in maximizing the effectiveness of operations, the delivery of quality services and the promotion of a satisfied work force. To further this interest, the parties endorse the Labor-Management Committee process as an appropriate means to identify and understand workplace issues and develop viable solutions. The parties will conduct Labor-Management meetings at least quarterly or otherwise as necessary with a minimum of ten (10) calendar days notice to identify and resolve issues of common interest, which are normally outside the collective bargaining Agreement.

The Committee shall consist of the Personnel Officer, County Manager or his/her designee, plus one appointment by the County Manager, three (3) Union Representatives appointed by the Unit President and a Representative of the Board of Supervisors appointed by the Chairman of the Board of Supervisors.

Arrangements for such meetings shall be made in advance and shall be held at reasonable hours as mutually agreed upon by both parties. Employees acting on behalf of the union shall suffer no loss of time or pay.
The Union shall submit a written agenda of matters to be discussed at least one week prior to the meeting.

SECTION 4 – REVIEW OF VIOLATIONS WITH UNION

When an employee who is a member of the Bargaining Unit is charged with any violation whatsoever, the facts and circumstances involved will be discussed and reviewed with the Unit President of the Association as soon as possible. Notification to the Field Representative will take place within two (2) working days following the notification to the Unit President.

SECTION 5 – HEALTH AND ACCIDENT INSURANCE

In order to offer the full protection of the Health and Accident Insurance and the Life Insurance to the employees, the County recognizes the right of the Association and/or representative of the Travelers Insurance Company and/or representatives of CSEA’s sponsored insurance agent, agents of the Association’s Health and Accident Insurance Program, to visit the employees on the job for the purpose of interesting them in these programs and/or adjusting any claims, provided however, that they notify the Department Head of their activity and give him or her total assurance that no inordinate interruption in the work of the employees will be involved.

SECTION 5A – UNION SELECTED DENTAL AND OPTICAL PLAN

The County agrees to administer payroll deduction for employees who participate in a union selected Dental or Optical Plan.

SECTION 6 – BULLETIN BOARDS

The Association 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 approval of the content of such notices and communications by the Department Head. Such approval shall not be unreasonably withheld.

SECTION 7 – DAYS OFF FOR UNION BUSINESS MEETINGS

Should any County employee be selected by the members of the Association to serve as the County Representative on the Board of Directors of the Association which meets monthly in Albany, New York, he shall be allowed two (2) days off with pay per month to attend such meetings, provided however, he gives the Department Head at least seven (7) days notice, in writing, and provided that no critical conditions exist to excuse him/her from his/her employment for the said day(s). In the event that any County employee is elected by his/her fellow members in the Association to serve as a delegate to the annual meeting of the Association or any of its special delegates meetings, he/she shall be likewise given the necessary time off with pay, provided he/she so notifies the Department Head at least twenty-one (21) days before the meeting and no critical conditions exist to excuse him/her from his job for the time involved.

This shall be in writing and so certified by the employee to the Department Head. The total number of days allowed for the Representative and the Delegate combined for the calendar year shall not exceed twenty-five (25) days. The Union shall notify the Personnel Office with the results of the election of officers; and the dates each time a member attends one of the meetings described in the above section.
SECTION 8 – ACCESS TO PREMISES

The Association’s Field Representative shall be granted the privilege to visit employees providing the Department Head’s permission is secured and that there be no loss of time from the employee’s normal duties.

SECTION 9 – JOB POSTINGS

In order to provide employees the opportunity for promotions or transfers, the Personnel Office will post on Department bulletin boards, and through the inter-office mail, any new full time or part time jobs and/or vacancies covered by the Bargaining Unit for a period of five (5) working days. All employees interested in these positions should advise the Personnel Office, in writing, of their desires for consideration for a position. If the Personnel Office can supply the appointing authority a Certificate of Eligibles for a vacant position, posting of the position may be waived with concurrence of the Unit President.

ARTICLE 4
SALARY AND WAGES

SECTION 1 – 2009 SALARY INCREASE

Effective December 20, 2008, the rates of the 12 step salary schedule shall be increased by 3% plus step. Also effective December 20, 2008, all steps associated with the salary schedule shall be equalized to represent a 1.9% increase between each step. Employees off the salary schedule shall receive a 3% increase. Note: The 2009 percentage increase shall be paid retroactive from December 20, 2008.

Part-time employees shall achieve wage parity effective January 1, 2011. Part time employees shall use the part time wage schedule. See Part time Start Rates.

All part-time employees positions not assigned a grade shall be evaluated and placed on the appropriate grade of the salary schedule within one year.

SECTION 2 – 2010 SALARY INCREASE

Effective December 19, 2009, the rates of the 12 step salary schedule shall be increased by 2.5% plus step. Employees off the salary schedule shall receive a 2.5% increase.

Employees on Step 12 for at least one year prior or off the salary schedule since inception of the salary schedule shall receive a 1% lump sum payment not added to the base salary, when possible, in a separate check. The lump sum payment is payable beginning 2010 for the remaining years of the contract prior to February 15th for the proceeding year for those employees still employed by the date of payment. This provision shall sunset after the final 1% payment is made in 2012. If an employee is promoted and is placed in a step other than step 12 he/she shall not be eligible for the benefit.
SECTION 3 – 2011 SALARY INCREASE

Effective January 1, 2011, the rates of the 12 step salary schedule shall be increased by 2.5% plus step. Employees off the salary schedule shall receive a 2.5% increase.

Employees on Step 12 for at least one year prior or off the salary schedule since inception of the salary schedule shall receive a 1% lump sum payment not added to the base salary; when possible, in a separate check. The lump sum payment is payable each year of the contract prior to February 15th for the proceeding year for those employees still employed by the date of payment. If an employee is promoted and is placed in a step other than step 12 he/she shall not be eligible for the benefit.

SECTION 4 – 2012 SALARY INCREASE

Effective December 31, 2011, the rates of the 12 step salary schedule shall be increased by 2.5% plus step. Employees off the salary schedule shall receive a 2.5% increase.

Employees on Step 12 for at least one year prior or off the salary schedule since inception of the salary schedule shall receive a 1% lump sum payment not added to the base salary; when possible, in a separate check. The lump sum payment is payable each year of the contract prior to February 15th for the proceeding year for those employees still employed by the date of payment. If an employee is promoted and is placed in a step other than step 12 he/she shall not be eligible for the benefit.

Part Time Employees:

Effective January 1, 2009 the following formula shall apply for a 2009 hourly rate:

Add the 2008 hourly rate and the 2009 starting rate and divide by 2. This shall be the new hourly rate for 2009.

Effective January 1, 2010 the following formula shall apply for the 2010 hourly rate:

Add the 2009 hourly rate and the 2010 starting rate and divide by 2. This shall be the new hourly rate for 2010.

Effective January 1, 2011 part time employees shall receive the entry level rate of the full time 2011 salary schedule of the grade they are currently in.

Effective January 1, 2012 part time employees shall receive the entry level rate of the full time 2012 salary schedule of the grade they are currently in.

SECTION 4A – STEP MOVEMENT

Employees shall move on the steps of their Grade based on their consecutive years of service in the job title.

If hired before July 1st, the employee shall move to the next step on the following January.

If hired on or after July 1st, the employee shall move to the next step on the second January after he/she was hired.
Normally, employees who reach the maximum of the Grade shall not receive any further step increases until the maximum is increased.

SECTION 4B – STEP MOVEMENT DUE TO PROMOTION, DEMOTION OR LATERAL TRANSFER

If an employee is promoted to a higher-grade job, he or she shall go to the first step (not counting the hire rate) which results in a minimum increase of no less than $.28/hour.

If an employee transfers outside of his or her Department, to a different job within the same or different Grade, he or she shall go to the hire rate. If an employee transfers within his or her Department to a different job within the same Grade, he or she shall remain on the same step in the Grade.

If an employee voluntarily bids to a job in a lower Grade, he or she shall go to the hiring rate of the job.

If an employee involuntarily is assigned or bumps to a job in a lower Grade, he or she shall go to the start rate. However, if the employee has previously held the job, he or she shall be given step credit for the total number of years he or she held the job.

SECTION 5 – UNIFORMS SUPPLIED

The County agrees to provide uniforms for the Maintenance and Highway Department employees at no cost to the employee. This entitles the employees to two (2) shirts and two (2) pairs of pants, laundered per week. The Highway Department shall also receive coveralls, laundered per week. Weatherization employees shall be supplied five (5) pairs of jeans and five (5) polo shirts in the month of January. Selection of vendor shall be made by the County. The employee shall be responsible for the maintenance of such clothing. If an employee damages the supplied uniform in the line of duty, the County shall provide said employee with a new article of clothing.

Effective January 1, 2009, all Highway Department employees shall be reimbursed up to $90.00 for one pair of steel toed boots on an annual basis. Effective January 1, 2010, $90.00 shall be increased to $95.00. Effective January 1, 2011 and thereafter, $95.00 shall be increased to $100.00. Employee must submit a sales receipt, in a timely manner, to receive reimbursement.

SECTION 6 – MILEAGE RATE

The reimbursed mileage rate for a listed calendar year shall be either the IRS reimbursement rate for tax purposes, or the applicable rate listed below, whichever is lower: 2009 - $.41; 2010 - $.42; 2011 - $.42; 2012 - $.43.

SECTION 7 – WAGE INCREASE RULE

All Bargaining Unit employees who are on the payroll on or before the dates upon which wage increases take effect, if still employed, shall receive the agreed upon wage increase.
ARTICLE 5
SALARY AND WAGE PLAN INSTALLATION RULES

SECTION 1 – HOURS OF WORK

A full time employee is anyone who is regularly scheduled to work, at a minimum, the normal workweek as specified in Article 5, Section 6.

A part time employee is an employee scheduled to work less than the normal workweek as specified in Article 5, Section 6.

SECTION 2 – TEMPORARY PROMOTION INCREASE

Commencing with the start of the 6th consecutive day, employees assigned on a temporary basis to a position with a higher grade shall receive the hire rate for the position or the step in the salary schedule which shall give the employee an increase in pay.

SECTION 3 – REINSTATEMENT

An employee who is on an approved leave of absence and returns to work within one year to his/her former position shall be paid at the hourly rate for said position at which the leave commenced and if less than the starting hourly rate for said position, he/she shall be placed at the starting hourly rate for the position to which he/she is reinstated. A reinstated employee who was terminated or resigned shall be reinstated to his/her former position at the starting rate only.

SECTION 4 – REOPEN NEGOTIATIONS

The County and the Association agree to reopen negotiations in the case of any individual County employee or any group of County employees whose particular working conditions might warrant an adjustment from the general provisions of this Agreement.

SECTION 5 – DEGREE DIFFERENTIAL

The following schedule shall be effective December 27, 2008, for Seneca County full time employees who hold a Master’s Degree, Bachelor’s Degree, or Associate’s Degree, in a field related to their position, not required to secure the position:

- Master’s Degree $325 additional/year
- Bachelor’s Degree $275 additional/year
- Associate’s Degree $225 additional/year

It must be decided by the Department Head that the degree is in a related field and must be approved by the Personnel Office.

SECTION 6 – HOURS IN A WORKWEEK

The workweek for employees in the Highway Department is forty (40) hours per week. All other full-time employees will work thirty-seven and one-half (37 ½) hours per week.
Summer Hours: The employees of the Highway Department (excluding clerical), shall work four (4) ten hour days, during the months between May 15th and Labor Day. Dates may be adjusted by the parties to meet the needs of the department beyond these parameters. For those working this ten-hour day, overtime shall be paid for each hour over forty (40) in the workweek. It is understood this flexible time does not increase or decrease leave time which is based on hours.

The County and CSEA shall meet no later than January 1, 2010 to discuss the option of a four (4) day work week for the employees in specific departments. The CSEA committee shall consist of the Unit President or his/her designee and no more than five (5) bargaining unit members.

Such notification of meeting shall be done in writing to the other party. A meeting shall convene no later than ten (10) days after receipt of notification.

SECTION 6A - NEW SHIFTS AT HIGHWAY

The County and the CSEA agree to meet no later than September 10, 2009 to discuss the development of shifts at the County Highway Department. The discussion shall relate to bidding, seniority, and other terms and conditions of employment associated with the change in scheduling. Reasonable notice in writing or by email shall be given to the other party at least ten (10) days prior to the meeting. The meeting shall have a maximum of four (4) CSEA members excluding the President and the CSEA LRS.

SECTION 7 – HOURS IN A WORK YEAR

Hours of work in a work year shall reflect the actual number of workdays in the calendar year (Monday-Friday). This clause shall be used when calculating the number of cents, flat dollar amounts are worth.

SECTION 8 – LAG PAY

The County shall be authorized to hold back one (1) weeks pay starting October 1, 1988, for all new employees starting on or after this date.

SECTION 9 – EARLY DISMISSAL

The mandatory nature of the services provided by the Highway Department and the Maintenance Department are such that early dismissal or closing shall not apply to those Departments unless specifically announced.

All full-time and permanent part-time employees who report to work for his/her scheduled work, who are dismissed from performing his/her duties, shall receive his/her full wages as though he/she worked all hours.

Part-time driver: These part-time employees shall be paid an average daily rate based on the number of hours worked during the last three pay periods worked. The employee must have reported to work.
ARTICLE 6
SICK, VACATION, PERSONAL AND HOLIDAY LEAVES

SECTION 1 – VACATION SCHEDULE

Full time employees covered by this Agreement shall be entitled to accumulate vacation time in accordance with Section 1A. Part-time employees covered by the agreement shall be awarded leave time off based on time worked and years of service. Those part-time employees working 825 hours but less than 976 hours shall calculate leave time off based on 45% of Article 6 Section 1A. Those part-time employees working more than or equal to 976 hours shall calculate leave time off based on 50% of Article 6 Section 1A.

The County and the CSEA shall meet no later than January 1, 2010 to discuss additional vacation credit for employees who have twenty (20) years of service or more.

SECTION 1A – VACATION SCHEDULE

All employees who are employed by the County shall use the following vacation schedule:

<table>
<thead>
<tr>
<th>Years</th>
<th>37.5 Hours Per Week</th>
<th>40.0 Hours Per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – 5 Years</td>
<td>82.50 hours</td>
<td>88.00 hours</td>
</tr>
<tr>
<td>6 Years</td>
<td>90.00 hours</td>
<td>96.00 hours</td>
</tr>
<tr>
<td>7 Years</td>
<td>97.50 hours</td>
<td>104.00 hours</td>
</tr>
<tr>
<td>8 Years</td>
<td>105.00 hours</td>
<td>112.00 hours</td>
</tr>
<tr>
<td>9 Years</td>
<td>120.00 hours</td>
<td>128.00 hours</td>
</tr>
<tr>
<td>12 Years</td>
<td>135.00 hours</td>
<td>144.00 hours</td>
</tr>
<tr>
<td>15 Years</td>
<td>157.50 hours</td>
<td>168.00 hours</td>
</tr>
</tbody>
</table>

All employees covered by this Agreement shall be granted a paid vacation for each prior calendar year, or part thereof, in the succeeding calendar year.

SECTION 1B – SIX MONTH VACATION BENEFIT

A new employee hired between January 1st and May 31st of a calendar year shall receive 37.5 hours or 40.0 hours of vacation after six (6) months of employment in accordance with their normal workweek. This clause does not prohibit an employee from also accruing vacation time in accordance with Article 6, Section 2.

SECTION 1C – TERMINATION WITHIN 12 MONTHS

Any employee who terminates his/her employment within their first twelve (12) months of employment shall not be eligible to receive any payment for accrued or earned benefits under Article 6, Section 1B, Section 7 and Section 8.
SECTION 2 – PRO-RATA VACATION

New employees hired after January 1, 1990, shall be granted a pro-rata vacation benefit to be taken in the calendar year beginning January 1st, following their date of hire in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Employees Hired In</th>
<th>37.5 Hours Per Week</th>
<th>40.0 Hours Per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>82.50 hours</td>
<td>88.00 hours</td>
</tr>
<tr>
<td>February</td>
<td>74.00 hours</td>
<td>79.50 hours</td>
</tr>
<tr>
<td>March</td>
<td>66.00 hours</td>
<td>70.00 hours</td>
</tr>
<tr>
<td>April</td>
<td>57.50 hours</td>
<td>61.50 hours</td>
</tr>
<tr>
<td>May</td>
<td>57.50 hours</td>
<td>61.50 hours</td>
</tr>
<tr>
<td>June</td>
<td>50.00 hours</td>
<td>53.00 hours</td>
</tr>
<tr>
<td>July</td>
<td>41.00 hours</td>
<td>44.00 hours</td>
</tr>
<tr>
<td>August</td>
<td>37.50 hours</td>
<td>40.00 hours</td>
</tr>
<tr>
<td>September</td>
<td>37.50 hours</td>
<td>40.00 hours</td>
</tr>
<tr>
<td>October</td>
<td>37.50 hours</td>
<td>40.00 hours</td>
</tr>
<tr>
<td>November</td>
<td>37.50 hours</td>
<td>40.00 hours</td>
</tr>
<tr>
<td>December</td>
<td>37.50 hours</td>
<td>40.00 hours</td>
</tr>
</tbody>
</table>

SECTION 3 – ADDITIONAL VACATION BENEFIT

Employees shall be eligible to take the vacation benefits defined in Section 1 during the calendar year beginning the second January following their date of hire. Employees who become eligible for the additional vacation benefits based upon years of service, as defined in Section 2 above, shall have the additional vacation benefits credited for usage on January 1 of the year in which the employee’s anniversary date occurs.

SECTION 4 – REQUESTING VACATION

The vacation period will be the entire year. Vacation requests shall be granted according to seniority provided the Employer receives the vacation request prior to March 1st. Vacation requests received after March 1st shall be considered in the order in which the Employer receives the request. Vacation requests submitted by March 1st shall be answered by March 10th. For requests submitted after March 1st, the Employer shall respond within two (2) weeks of the date the request is submitted. The Employer shall respond to all vacation requests in writing. No vacation request shall be accepted prior to December 15th of the previous year.

SECTION 5 – VACATION SCHEDULE

County Department Heads shall keep an annual vacation schedule posted in their respective departments.
SECTION 6 – CARRY OVER

All full time employees shall be allowed to carry over a maximum of thirty-seven and one-half (37.5) hours or forty (40) hours for Highway, of vacation each year, but at no time may the carry-over exceed 37.5 hours or 40.0 hours for Highway. All carried over vacation shall not be paid at termination. Carried over vacation may be used in a block or in increments of 7.5 hours for all full time employees or 8.0 hours for all Highway employees.

Employees who move from part-time to full-time benefited positions shall carry over unused paid leave based on an hourly rate conversion until the time comes when the rates have equalized.

SECTION 7 – VACATION PAY AT SEPARATION

In the event of resignation or retirement, full time employees shall be paid for earned and unused vacation leave. If, however, an employee fails to give his or her Department Head at least two (2) weeks notice, in writing when separating, and if said employee takes unauthorized leave during the required two week period, he or she forfeits all claims to payment of earned and unused vacation leave and sick leave payment, if entitled to sick leave, in accordance with Article 6, Section 15. In the event of death, such payment must be paid to a person or persons legally designated by the employee as their beneficiary or estate.

The County shall pay 50% of hours not used at separation of part-time employees with two weeks notice.

The County shall pay 50% of hours earned (accrued) at separation for part time employees who have worked a minimum of 825 hours in the current year. (Example: a part time employee retires on April 15th. They have worked 300 hours for the year. They will not be entitled to any accrual time. They have not met the minimum qualification of 825 hours worked.)

SECTION 8 – PAYMENT OF PRO-RATA VACATION AT SEPARATION

A full time employee shall receive pro-rated vacation benefits at the rate of one-twelfth (1/12) of the vacation entitlement the employee would have had had he/she worked in that year. The employee must have been employed the whole month in order to be credited with the pro-rated (accrued) time. For example: an employee who has one hundred fifty-six (156) vacations hours in earned benefits and who terminates on June 12th shall receive 41.665% of 156 or sixty-five (65) hours of vacation pay. NOTE: Each full month is worth 8.333%.

SECTION 9 – PERSONAL LEAVE

Personal Leave is business that cannot be conducted at a time not in conflict with the employees regular work day, an emergency over which the employee has no control which requires immediate attention and the observance of a religious obligation.

Personal leave shall not accumulate and no part thereof shall be carried over from one calendar year to the next. Unused personal leave shall not be liquidated into cash at the time of separation, retirement or death.
Unused personal leave hours shall be added to an employee’s accumulated sick leave at the end of each year. The maximum allowed shall be 30.0 hours for a 37.5 hours per week employee, and 32.0 hours for a 40.0 hour per week employee.

All employees hired prior to December 31, 1994, shall receive four (4) personal leave days on January 1st of each calendar year. All employees hired after December 31, 1994, shall receive three (3) personal leave days on January 1st of each calendar year. All employees hired before May 1st of a calendar year shall receive three (3) personal days for the remainder of the calendar year in which they are employed. All employees hired on or between May 1st and August 31st of a calendar year shall receive one (1) personal leave day for the remainder of the calendar year in which they are employed.

All employees hired after August 31st of a calendar year shall not receive any personal leave days for the remainder of the calendar year in which they are employed.

Personal time requests submitted between 12/15 and 2/29, which shall encompass time off between 3/1 and 12/31, shall be reviewed in the same manner as Vacation time. Personal time requested between January 1st, and March 1st, which shall be used prior to March 1st shall be granted on a first come basis and shall require no advanced notice. Personal time requested after March 1st which was not requested in accordance with this paragraph shall be granted on a first come basis and shall require no notice.

Personal leave credits may be taken in one quarter (1/4) hour increments.

SECTION 10 – PAID HOLIDAYS

The following days shall be designated as excused paid holidays for all County employees:

- New Year’s Day
- Martin Luther King Day
- President’s Day
- Memorial Day
- Fourth of July
- Labor Day
- Columbus Day
- Election Day
- Veteran’s Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day
- Floating Holiday

SECTION 10A – HOLIDAY PAY

Holiday pay for hours worked on a holiday shall be at the rate of time and one-half plus the holiday pay, for all full time County employees covered by this Agreement. Paid holidays shall be computed as time worked in calculating overtime during the workweek in which the holiday falls. Holidays are those days designated in Article 6, Section 10.

All permanent part time employees who have worked at least eight-hundred twenty-five (825) hours in the previous year shall be compensated on a holiday if that day was a regularly scheduled work day and paid at their regular straight time rate of pay for the number of hours regularly scheduled to work in a day.
Drivers in the Division of Human Services and Mental Health Department:

NOT WORKING on a Holiday - These part-time drivers shall be paid an average daily rate based on the number of hours worked during the last three pay periods worked. Employees must have worked that day the previous week and meet the hour requirement in the paragraph above.

WORKING on a Holiday – If a part time driver works on a designated holiday he/she shall be paid for the actual hours worked on the holiday AND be paid three (3) hours for the Holiday. Employees must have worked that day the previous week and meet the hour requirement in the paragraph above.

SECTION 11 – FLOATING HOLIDAY

The Floating Holiday is designated by the employee with the consent of the Department Head. Such consent is not to be unreasonably withheld. Each new full time employee shall receive a Floating Holiday on his/her starting date. (Only one per calendar year).

New full time employees starting after October 31st of the calendar year shall not receive a Floating Holiday until the following year.

SECTION 12 – RESIGNATION AND HOLIDAYS

An employee having a resignation date fall on a holiday shall not receive payment for said holiday except if said holiday falls on a Friday. Those employees having a resignation effective on the day immediately following a holiday must work that day or he/she shall forfeit the paid holiday.

SECTION 13 – HOLIDAY OBSERVANCE

When a legal holiday falls on Saturday, the County observes the preceding day. When a legal holiday falls on Sunday, the County observes the following day.

SECTION 14 – DISCRETIONAL HOLIDAYS

None of these provisions shall be construed as preventing the County from granting employees additional days off and pay. If such day is so designated by the President of the United States or the Governor of New York State and when approved by the Chairman of the County Board of Supervisors, the County may, within the law and its discretion, designate a paid day off for all employees.
SECTION 15 – SICK LEAVE ACCUMULATION

All full-time employees shall accumulate one (1) day of sick leave for every month of employment. However, no employee shall accumulate more than two hundred (200) days of sick leave. Any employee who is absent from work due to illness for more than three (3) consecutive days shall present a doctor's certificate to the Department Head showing the necessity of the sick leave. Any employee who has accumulated sixty (60) days or more of sick leave shall not have to present a doctor's certificate to the Department Head until out of work in excess of five (5) work days. Any employee, who is hospitalized, regardless of the number of days out of work, shall present a doctor's certificate to the Department Head to return back to work. For employees hired previous to July 1, 1976, all accumulated sick leave shall be paid upon termination or retirement up to sixty (60) days, provided proper records have been filed each and every pay period with the Personnel Office. The Personnel Office must verify records before payment is made. Employees hired on or after July 1, 1976, shall not be paid for any accumulated sick leave upon termination or retirement. For those employees hired before July 1, 1976, who are entitled to up to sixty (60) days of sick leave payment upon termination or retirement, the rate of payment shall be frozen at the December 30, 1983 level of compensation.

Sick leave can be used for medical, dental or optical appointments.

SECTION 16 – SICK LEAVE FOR IMMEDIATE FAMILY

All employees may be allowed to use accumulated sick leave for any serious illness in the immediate family. Immediate family shall be defined as Spouse, Mother, Father, Acting Guardian by Law, Sister, Brother, Son, Daughter, Foster and StepChildren, Father-in-law, Mother-in-law, Stepparents and Grandparents.

SECTION 17 – MATERNITY LEAVE

Pregnancy is determined as a temporary physical condition and as such shall be treated as personal sick leave in the manner described below.

Notice that the condition of pregnancy exists shall be given in writing to the Department Head and Personnel Office when the condition has been confirmed by the individual’s physician.

The individual shall terminate her work no later then prescribed by the attending physician. The employee shall notify the Department Head and the Personnel Office of her intent to take such sick leave and, except in cases of emergency, shall give such notice at least thirty (30) days prior to the date on which such leave is to begin.

The individual shall return to work within ten (10) days after notifying the Department Head and Personnel Office of being released to do so by the attending physician.

All determinations by the attending physician mentioned above shall be in writing.

During the period of absence as determined above, the individual may use accumulated sick leave, vacation leave, personal leave, or compensatory time.

Failure to return to work as prescribed above relieves the County of any obligations to re-employ the individual.
Any employee returning to work under this Article shall be reinstated as per Article 5, Section 3 and Article 7, Section 5.

SECTION 18 – NOTIFICATION TO EMPLOYER FOR SICK LEAVE USE

In the event no sick leave notification is made within thirty (30) minutes after the start of the employees starting time, or after an employee becomes sick or ill and leaves work, the Department Head shall consider and handle the employee’s absence as an absence without pay, unless the employee can later substantiate and document that it was impossible to make or cause such notification.

ARTICLE 7
LEAVE WITHOUT PAY

SECTION 1 – DURATION

Employees covered by this Agreement may request, in writing, a leave of absence from their Department Head at least two (2) weeks prior to the time they wish such leave to commence. If the leave request is necessitated by an emergency, the employee or a member of his/her immediate family must notify the Department Head as soon as is practicable. This should be followed up by a written explanation of the nature of the leave and the expected length of absence. In such emergency situations, the written explanation must normally be submitted within three (3) days of the beginning of leave. The Department Head may grant a leave of absence to a full time, permanent employee, not to exceed one (1) year provided the leave does not seriously disrupt department business or operations. Leaves of absence without pay are not granted until all accumulated compensatory, vacation and personal days have been exhausted.

SECTION 2 – GROUP HEALTH INSURANCE

During a leave of absence without pay, subject to and consistent with the Group Health Insurance Plan, coverage may be continued provided direct payment of the total premium is made through the County Insurance Office as prescribed by the County Insurance Manager. Failure to make timely premiums shall result in cancellation of coverage.

SECTION 3 – REINSTATEMENT

Upon the expiration of a leave of absence without pay, the employee shall be reinstated to the position which he/she occupied at the time the leave was granted, with the restoration of all benefits and credits previously earned and enjoyed.

SECTION 4 – TERMINATION

Termination of service during or at the end of a leave of absence shall precipitate payment of accrued vacation and sick time at the rate of pay at the time the leave commenced. Payment of sick time shall be governed by Article 6, Section 15.
SECTION 5 – LEAVE CREDIT ACCUMULATION

While an employee is on a leave of absence without pay, he/she shall not accumulate any leave credit or time credited toward longevity. The employee shall not have a break in continuous service if Article 7, Section 1 is followed.

When an employee is on a leave of absence without pay, he/she shall be entitled to paid leave credited on a monthly basis provided the employee has worked during the month or benefit period at least 90% of the days he/she was scheduled to work. An employee on unpaid leave from employment, shall be entitled to paid leave credit on an annual basis based upon pro-rating of the fraction of the time actually worked or paid for. Longevity shall only be affected by the month. Each twenty-one (21) workdays missed without pay shall set back the date to receive longevity by one (1) month.

ARTICLE 8
OVERTIME

SECTION 1 – OVERTIME RATE

Overtime shall be allocated to County employees in the following manner:

Employees shall receive compensation at the rate of one and one-half (1½) times the employee’s regular compensation rate for all time worked in excess of forty (40) hours in a workweek. The option to take compensatory time off in lieu of pay for all hours worked over thirty-seven and one-half (37.5) hours shall be the employee’s. Compensatory time off may be taken at a time selected between the 37.5 hours and the 40th hour shall be at straight time. The Department Head or his/her designee shall approve all overtime work before an employee starts the overtime. An employee shall normally receive payment for overtime in the pay period following the period in which such overtime is worked, providing the employee’s time record form has been properly prepared, approved by the employee’s Department Head and forwarded to payroll for processing in a timely manner.

SECTION 2 – TIME WORKED

All paid time off, with the exception of personal time and sick time, shall be considered as time worked in the computing of overtime.

SECTION 3 – COMPENSATORY TIME

Those employees who elect compensatory time off in lieu of overtime payment may build a bank of forty-five (45) hours of compensatory time. In no case may an employee earn more than forty-five (45) hours of compensatory time in one calendar year. When an employee has reached the maximum of forty-five (45) hours, all overtime shall be paid as overtime pay in accordance with the current contract. Requests for use of this time shall not be unreasonably withheld. Compensatory time must be used in the year in which it was earned.

When the decision is made to take overtime as compensatory time, this time shall not be allowed to be cashed in anytime during the year or converted to dollars at any time except for severance pay.
The Personnel Officer and C.S.E.A. can raise the limit of compensatory hours accrued, by mutual agreement, to a maximum of 75/80 hours on a departmental basis.

SECTION 4 – CALL-IN

When an employee has completed his/her regular daily shift, is released, and then recalled to work, he/she shall be guaranteed a minimum of two (2) hours pay at time and one-half (1½) of his/her regular hourly rate, plus time and one-half (1½) for all hours worked in excess of the two hour minimum for each separate call, exclusive of travel time.

SECTION 5 – TELEPHONE TIME

Those employees participating in the on-call program shall be compensated for telephone time on a minute by minute basis except for when an employee leaves to go out on a call (Article 8, Section 6). The call out time shall begin at the start of the phone call. All telephone time shall be paid at a non-premium rate (regular hourly rate) and shall not be considered toward the computation of overtime. The employee shall be required to keep a detailed record of the telephone calls as requested by the County.

SECTION 6 – TELEPHONE CALL-OUT

When a telephone call-out is received under Article 8, Section 5 and the call precipitates the employee having to go out into the field, the call shall not meet the requirements stated in Article 8, Section 5.

SECTION 7 – FLEX TIME

FLEX TIME POLICY

1. Policy Statement

Seneca County confirms its commitment to develop, maintain, and support a comprehensive policy of equal opportunities in employment within the Organization. To assist in this the Organization shall actively support Flex Time where it is reasonable and practical to do so and where operational needs shall not be adversely affected.

2. Definition of Flex Time

Flex Time is a work schedule which allows employees to work hours that are not within the standard 8:30 A.M. to 5:00 P.M. range, while maintaining a high level of service during the organization’s peak operating hours (typically 9:30 A.M. to 3:30 P.M.). With a flex time schedule, non-exempt employees are still subject to all requirements of the Fair Labor Standards Act.
3. Aims and Objectives

The Organization is committed to equality of opportunity for all its staff regardless of the number of hours worked. In order to facilitate this, the Organization may create working arrangements, in accordance with managerial interests, whereby it can widen its recruitment pool, retain the valuable skills of existing employees who no longer want to work full-time or who may want to work full time with an alternative schedule, and enable staff to retain career development opportunities.

4. Eligibility

Because services within each division vary, not every employee in each department shall be able to work similar flex time schedules. Therefore, supervisors shall have to carefully examine the flex time schedules which their employees request, so that they can coordinate work schedules which ensure ample employee coverage during peak hours.

5. Managing Flex Time

It is the responsibility of the supervisor to verify and ensure performance of employees with flex time schedules. Flex time schedules shall need to be placed in a central location so that all employees stay aware of who is covering department services. Good relationships among everyone involved are important for a successful flex time policy. Trust is a big factor; supervisors must feel confident that employees shall not abuse the benefits that are inherent in a flex time schedule. Flex time is a privilege, not a right, and, if abused, can be taken away at the discretion of the supervisor.

6. Flex Time Schedules

There are two types of flex schedules from which to choose: Peak-Hour Flex Time and Adjusted Lunch Period. Once an employee signs up for a particular flex time, the individual is expected to work that schedule in a consistent manner. However, schedules can be changed.

**Peak-Hour Flex Time:** This flex time schedule shifts daily work hours while still working a 7.50 hour day. For instance, instead of the normal 8:30 A.M. to 5:00 P.M., an employee could work from 7:30 A.M. to 4:00 P.M., 9:00 A.M. to 5:30 P.M., etc. Working an arrangement of hours within a 7.50 hour day constitutes a valid work day. It is important to remember that the level of service must be maintained during peak hours, which are from 9:30 A.M. to 3:30 P.M. Therefore, supervisors shall need to coordinate the schedules of all flex time participants to ensure ample coverage during these hours.

**Adjusted Lunch Period:** This flex time schedule allows employees to adjust the length of their lunch period, while still working a 7.50 hour day. An employee can take a minimum of 30 minutes and a maximum of two (2) hours for lunch. For instance, an employee might want to go to the gym everyday from 11:00 – 1:00 and consequently leave work at 6:00 P.M. rather than 5:00 P.M.
7. Conflict Resolution For Flex Time

When more than one employee is requesting to flex their time, for a period of time which has the potential to adversely affect the operational needs of the Organization, seniority based on full-time service with the County shall be used to settle any conflict.

Flex time shall be offered on a quarterly basis. Consecutive quarterly submissions shall not be permitted if a conflict exists.

8. Flex time shall not be allowed as an excuse for tardiness. Example: You are scheduled to work from 8:00 A.M. to 4:30 P.M., you report to work 8 minutes late, you cannot flex your day by 8 minutes to avoid submitting a leave slip.

9. Overtime eligibility for any hours worked over 40 hours in a week. See Overtime, Article 8.

ARTICLE 9
BEREAVEMENT LEAVE

SECTION 1 – BEREAVEMENT LEAVE

1. In the event of a death of a member in the employee’s family, the employee shall be excused from his/her work at his/her request for up to a maximum of three (3) work days. Such days shall be used to attend the funeral and for any days lost between the day of death and the day of the funeral, provided that all of those days were regularly scheduled work days of the employee.

Definition of an employee’s family shall be: Parent including Foster or Step Parents, Spouse, Children, including Step and Foster, Brother or Sister, Domestic Partner or Significant Other, Mother-in-law, Father-in-law, and any other relatives who are a member of his/her household.

2. In the event of death “other” members of an employee’s family, the employee shall be excused from his/her work at his/her request for up to a maximum of two (2) work days. Such days shall be used to attend the funeral and for any days lost between the day of death and the day of the funeral, provided that all of those days were regularly scheduled work days of the employee.

Definition of “other” members of an employee’s family shall be: brother-in-law, sister-in-law, grandparents, grandparents-in-law and grandchildren including foster and step.

3. In the event of the death of an employee’s aunt, uncle, niece or nephew, the employee shall be granted one (1) regularly scheduled workday off to attend the funeral.

4. Part-time employees shall be paid bereavement leave for their regularly scheduled workday.
SECTION 2 – INTERMENT LEAVE

When a person listed as an employee’s family: Parent, including Foster and Step Parents, Spouse, Significant Other, Children, including Step and Foster, Brother, Sister, Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law, Grandparents, Grandparents-in-law, Grandchildren including Foster and Step, Aunt, Uncle, Niece, and Nephew, Domestic Partner or Significant Other is interred on a work day, that employee shall be granted the day off with pay.

SECTION 3 – SUBSTITUTION OF PAID LEAVE

In the event of one (1) or more of the bereavement days covered by this Section between the day of death and the day of the funeral falls on an employee’s previously scheduled annual leave, disability, or compensable leave or other paid time off, the employee shall at his/her request, made within one pay period, have the bereavement time substituted for the other paid time off from work.

ARTICLE 10
RETIREFMENT AND HEALTH INSURANCE

SECTION 1 – RETIREMENT MEMBERSHIP

All employees shall be eligible for membership in the New York State Retirement System Section 75I commonly known as the 20-Year Career Plan and their contribution shall be fully paid for by the County. Employees hired after July 26, 1976, pursuant to New York State Retirement Law, must contribute 3% of their annual earnings to the Retirement System. Effective January 1, 1994, the County shall add the sick Leave Rider known as Section 41j.

SECTION 2 – HEALTH INSURANCE PLAN MEMBERSHIP

All employees shall be eligible for membership in Seneca County’s Health Insurance Plan and shall be encouraged to join a plan and receive its protection. The County shall pay 85% toward the health insurance premium.

CSEA and Seneca County agree to re-open negotiations on health insurance (Article 10, Section 2) issues at such time as the County can present information relating to the studies which have been commissioned.

SECTION 3 – SIGN UP

All employees shall be eligible for membership in Seneca County’s Health Insurance Plans. All employees must enroll in Seneca County’s Group Health Insurance with thirty (30) days from the date of their employment or wait until the next open enrollment period. Only employees starting their employment on the first day (or first Monday) of the month shall be eligible to join in that month. Those employees who do not begin employment on the first day (or first Monday) of the month shall be eligible to join on the first day of the following month.
SECTION 4 – PLAN OPTIONS

The County has the right to investigate the possibility of looking into other insurance plans or plan options and shall work closely with representatives of the C.S.E.A. in order to foster changes which the County and Union can agree.

SECTION 5 – HEALTH CARE FEDERAL

Any laws passed by the Federal Government which may affect our current Health Care Plans shall be discussed by the Union and the County in a timely manner.

ARTICLE 11

TENURE

SECTION 1 – DISCIPLINE

Employees shall seek relief in disciplinary action or dismissal in accordance with the disciplinary procedure provided in Appendix “A”, however, no such employee shall have the right to seek such relief until his/her probationary term as defined in Rule 14 of the Civil Service Rules of Seneca County has been completed. This disciplinary procedure replaces rights under Civil Service Law Section 75, if any.

SECTION 2 – SENIORITY

Seniority shall be defined as status based on length of continuous service in employment with Seneca County. In cases of decreases in work force, and layoff or recall in the Highway Department, seniority shall be the determining factor. This Section shall apply only to the Highway Department.

SECTION 3 – PART-TIME to FULL-TIME – BENEFIT DATE

Employees who move from part-time to full-time benefited positions shall use the date of appointment in the full-time position for all future full-time benefits.

ARTICLE 12

LONGEVITY

SECTION 1 – DEFINE BENEFIT

To express appreciation to the employees who have faithfully served the County over the years, the following longevity plan is recommended for full time employees only: After ten (10) years of continuous service, $300.00; after fifteen (15) years of continuous service, $300.00; after twenty (20) years of continuous service, $300.00; after twenty-five (25) years of continuous service, $300.00; for a total of $1200.00.

Longevity shall be added to the base pay for the calculation of raises. All full time employees currently on the payroll upon ratification of this Contract shall continue to be compensated until they have reached the maximum amount of longevity. Effective September 23, 1997, no new employees shall be entitled to longevity.
SECTION 2 – ANNIVERSARY DATE

Employees shall be eligible for longevity increments on their anniversary date of hire with the County of Seneca.

ARTICLE 13
GRIEVANCES

SECTION 1 – APPENDIX B

Any and all grievances shall be processed in accordance with the attached Appendix B.

ARTICLE 14
HIGHWAY DEPARTMENT POSTING & BIDDING PROCEDURE

SECTION 1 – PROCEDURE

If a vacancy occurs within the Non-Competitive classification in the Highway Department, the following procedure shall prevail:

The job to be filled shall be posted on the bulletin board for a period of five (5) working days. The posting shall show (1) job title; (2) rate of pay; (3) location; and (4) a space for interested employees to sign their names.

The most senior employee shall be offered the job if he/she meets the following qualifications:

1. Physical ability
2. Meets training and experience set forth by the Seneca County job description
3. Seniority

With 1 and 2 in the second paragraph above being equal, number 3, seniority, shall prevail.

ARTICLE 15
DISCRIMINATION

SECTION 1 – GENERAL PROVISIONS

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, disability, or political affiliation.

SECTION 2 – GENDER

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female.
ARTICLE 16
HOURS OF WORK FOR ALCOHOL CLINIC

Staff with the titles of Senior Alcoholism Counselor, Alcoholism Counselor, Senior Psychiatric Social Worker, Psychiatric Social Worker, shall work two evenings per week (Monday through Thursday) to meet the needs of consumers. In exchange, each staff member shall be permitted to choose their hours of work for the five days per week of work, so long as their workweek totals 37.5 hours, and it is between the hours of 8:30 a.m. and 8:45 p.m. Monday through Thursday and 8:30 a.m. and 5 p.m. Friday.

ARTICLE 17

SECTION 1 – EFFECTIVE DATE AND DURATION

This Agreement, except as otherwise stated, shall be effective from 12:01 a.m. January 1, 2009, and shall remain effective through December 31, 2012.

ARTICLE 18

SECTION 1 – REVIEW OF PERSONNEL RECORDS

A member of the bargaining unit shall be granted permission to review his/her personnel record any time during the regular work hours of the Personnel Office upon 24 hours notice. This review shall be in the presence of the Personnel Officer or his/her designee, and the time shall be reasonable and at the convenience of the Personnel Officer.

Any report of an adverse nature which is in excess of twenty-four months (24) old shall not be used in a disciplinary action. An employee shall be notified in writing of any derogatory or disciplinary entry placed into his/her personnel file and shall acknowledge the same by signature. Such signature shall signify neither agreement nor disagreement with the contents, but merely acknowledges receipt. An employee shall be permitted to place in his/her personnel file a response to any material filed therein if in his/her judgement the material is adverse or not justified.

Such review shall not include any reports, memoranda or other documents related to pre-employment investigations. It is understood that the file kept by the Personnel Office is the official personnel file, but does not prohibit the Supervisor from keeping working files.

ARTICLE 19

SECTION 1 – STATE LAW DECLARATION

Should any provision of this Agreement be declared unlawful by any court of competent jurisdiction, the parties shall honor the remainder of the Agreement and shall meet for the purpose of re-negotiating that portion declared unlawful.
SECTION 2 – STATUTORY PROVISION

“IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.”
Memorandum of Agreement
By and between
The County of Seneca
And the
Civil Service Employees Association, Inc.

Nurses

It is agreed that each Nurse shall receive a uniform allowance in the amount of three hundred and fifty dollars ($350.00) for the term of the contract. These amounts shall be paid as follows: one-half (1/2) on January 30th each year, and one-half (1/2) on June 30th each year. Such benefit shall not be deemed compensation for any purpose. See Article 6 for reimbursement instructions.

It is agreed that the Nurses mileage rate will be same as Article 4, Section 6.

It is agreed the Employer shall reimburse a Nurse up to sixty-five dollars ($65.00) and allow two (2) hours paid time off for any annual physical examination (including x-rays and laboratory work) conducted by the employee’s personal physician.

It is agreed that the Nurses hired prior to July 15, 2005 shall continue to receive five (5) personal days. All Nurses hired after July 15, 2005 shall follow Article 6, Section 9.

It is agreed that the Nurses hired prior to July 15, 2005 shall be allowed to roll over their accrued compensatory time for the year 2005 only. Article 8, Section 4 shall be followed thereafter.

It is agreed the Employer shall provide, at the Employer’s expense, for each Nurse, professional liability insurance coverage (Malpractice Insurance) by paying the yearly insurance premium for each Nurse covered by this agreement.

It is agreed the County shall continue to provide fully paid disability insurance for Nurses hired prior to July 15, 2005 to be used as follows:

A Nurse shall use sick leave for the first seven (7) days of absence. Then maximum disability benefits shall be supplemented by use of accumulated leave, thereby comprising full salary to Nurse. A Nurse would receive the regular paycheck with payment of disability going directly to the County only to the extent that is allowed by laws of the State of New York.

Nurses hired after July 15, 2005 shall not receive this benefit.

It is agreed Part-time Nurses shall receive a proportionate benefit under Article 10. For Nurses hired after January 1, 1993, the County shall pay seventy-five percent (75%) of the cost of single or family coverage for the first six (6) months. After six (6) months, the County shall pay eighty-five (85%). Any Part time Nurse hired after July 15, 2005 or any Full time Nurse who moves to Part time status shall not receive this benefit but shall receive the Part time benefits in Article 6, Section 1.
Part time Nurses shall be entitled to a proportionate benefit under Article 6, Section 15. Any Part time Nurse hired after July 15, 2005 or any Full time Nurse who moves to Part time status shall not be entitled to this benefit.

It is hereby agreed that all other Articles of the current contract between Seneca County and C.S.E.A. shall apply to the Nurses beginning effective July 15, 2005.
SIGNATURE PAGE

C.S.E.A. UNIT 8650

__________________________ Date: ________________
John Vaughn, Unit President

__________________________ Date: ________________
Carla Felice, Unit Vice President

__________________________ Kerry Orlopp
Joan Bells

__________________________ Loree Rouse
Diana Fegley

__________________________ Carol Sosnowski
Allan Merrill

__________________________ Date: ________________
Stephanie Engster, CSEA Labor Relations Specialist

SENeca COUNTY

__________________________ Date: ________________
Chairman, Board of Supervisors

__________________________ Date: ________________
Chairman, Personnel Committee

__________________________ Date: ________________
County Manager

__________________________ Date: ________________
Personnel Officer
APPENDIX “A”  
DISCIPLINARY ACTION

The following procedures shall be utilized for disciplinary and discharge matters for all employees covered by this Agreement who have completed their initial probationary employment with the County.

Disciplinary action shall include, but is not limited to, oral and written reprimands, suspension, demotion, discharge, fines or any combination thereof or other such penalties as may be proposed by the Employer.

A notice of such discipline shall be made in writing and served upon the employee with a copy to the C.S.E.A. Unit President. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the notice. Employees shall be presumed innocent until proven guilty and the burden of proof shall be the Employer’s. The proposed discipline may not be implemented until the notice is served to the employee.

If, in any case where an employee has been suspended with or without pay or discharged pending the outcome of an arbitration proceeding, an arbitrator finds that such suspension or discharge was unwarranted, then the employee shall be reinstated and compensated for all lost wages as determined by the arbitrator, with the restoration of all benefits of employment, less the amount of compensation which he/she may have received in other employment or in the form of any type of State or Federal benefits since his suspension from the public service.

Employees shall have the right to be represented at each step of the procedure by a C.S.E.A. Representative if he/she elects to do so. Employees shall be given the opportunity to resolve the proposed discipline by settlement and waive their rights to the procedure as outlined above herein. Any settlement agreed upon between the parties shall be final and binding upon all parties.

Disciplinary action proposed in the Notice of Discipline may be appealed by filing a written grievance within seven (7) work days after the receipt of such notification by the employee if he/she disagrees with the discipline proposed. Said grievance shall be processed by the Union as a Step 3 grievance, and if necessary, through the arbitration step. Failure to file a grievance within the time frame hereinabove specified will constitute acceptance of the penalty as proposed by the Employer by the employee and settle the matter in its entirety.

Subject to a mutual written agreement between the Civil Service Employees Association, and the Seneca County Personnel Office, the timetable hereinabove may be waived.

The disciplinary arbitrator shall not have jurisdiction or authority to add to, modify, detract from or alter in any way, the provisions of this Agreement, or any amendments or supplement thereto, or to add new provisions to this Agreement or any amendments or supplement thereto.

The disciplinary arbitrator shall be limited to determining guilt or innocence and the appropriateness of the proposed penalty. The decision of the arbitrator shall be final and binding upon all parties.
1. For the purpose of this Agreement a grievance shall be defined as a dispute or controversy between an individual employee covered by this Agreement and the Employer, arising out of the application of interpretation of the Agreement; or a grievance as defined by Section 682, Subdivision 4, of Article 16 of the General Municipal Law.

2. The inclusion in the Article of grievances as defined by Article 16, Section 682, Subdivision 4, of the General Municipal Law is intended to substitute the Grievance and Arbitration Procedure of this Agreement for the grievance procedure which the Employer previously adopted under the terms of Article 16 of the General Municipal Law which is required by said law and upon the effective date of this Agreement the grievance and arbitration procedure in this Agreement shall be the only such procedure available to employees covered by this Agreement.

3. The purpose of this Article is to provide the sole method for the settlement of grievances as defined herein and such grievances shall be settled in accordance with the following procedures:

**STEP 1:** Grievances shall be presented orally by the aggrieved employee to his/her immediate Supervisor (regardless of whether that Supervisor is a member of the negotiating unit) with or without his/her Association Representative, at the employee’s option, and within five (5) departmental working days from the date of knowledge of the cause of the occurrence giving rise to the grievance. If discussion of the grievance with the immediate Supervisor does not result in a resolution of the grievance, then:

**STEP 2:** The aggrieved employee shall submit his/her signed, written grievance to the Department Head within ten (10) working days from the date of the initial discussion of grievance with his/her immediate Supervisor. After receipt of a written grievance at this step, the Department Head shall convene a meeting between the aggrieved employee, his/her Association Representative and the Department Head or other representative of the Employer, within ten (10) working days of the date the written grievance was received by him/her, for the purpose of resolving the grievance. If the grievance is not resolved as a result of this meeting, not later than three (3) working days following the date the meeting occurred, the Employer shall deliver to the aggrieved employee and his/her Association Representative, its decision on the grievance in writing. If that decision is unacceptable to the employee, then, within three (3) working days:

**STEP 3:** The aggrieved employee may then submit his/her grievance to the Chairman of the Board of Supervisors or designee, who, within ten (10) working days after he/she receives the written grievance, shall convene a meeting between the aggrieved employee, his/her Association Representative and the Chairman of the Board of Supervisors or designee or other representatives of the Employer, for the purpose of resolving the grievance. If the grievance is not resolved as a result of this meeting, the grievance may be submitted to arbitration.

4. Failure to give an answer within the specified time limits set out above, shall automatically move the grievance to the next step; however, time limits in each step may be extended by written mutual agreement.
5. In the event that a grievance is unresolved after being processed through all of the steps of the grievance procedure, or having moved through the grievance procedure by default, not later than thirty (30) calendar days after the third step procedures are complete or thirty (30) calendar days after the time limits required by the steps in the grievance procedure have run, the Association or the Employee, per Appendix “B”, paragraph 9, may submit the grievance to arbitration by requesting the service of the American Arbitration Association or the Public Employment Relations Board (PERB).

6. The arbitrator shall have no power to add to, subtract from or modify any of the provisions of this Agreement.

7. No decision of an arbitrator or of the Employer in any grievance case shall create the basis for retroactive adjustment, or other adjustment, in any other case.

8. No arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties.

9. The decision of the arbitrator shall be final and binding upon the parties. The fees and expenses of the arbitrator and the costs of the hearing room shall be shared equally by the Employer and the Association or the Employer and the Employee, where the employee proceeds on his/her own. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party’s share of the divided costs nor of the expenses of witnesses or participants called by the other.
APPENDIX “C”
ON-CALL PROGRAM
DEPARTMENT OF HUMAN SERVICES

1. Employees who are qualified shall be scheduled “on-call” allowing for the workers involved to choose amongst themselves the order in which they take their days on a rotation basis according to seniority. The program shall be mandatory for all employees currently working in the Child Protective Unit.

The schedule shall cover a minimum period of one (1) month.

No later than two (2) weeks prior to the end of the schedule, the next schedule shall be established in accordance to #1 above.

There shall be guaranteed coverage every day of the year. In the event of a lapse in coverage, the name at the top of the rotating list shall be chosen as the alternative.

2. Employees shall be compensated as follows:

- $24.00 for on-call 5:00 p.m. – 8:30 a.m. Weekdays
- $33.00 for on-call 8:30 a.m. – 8:30 a.m. Weekends
- $50.00 for on-call 8:30 a.m. – 8:30 a.m. Holidays

If the employee on-call under this program is called out after normal business hours, but before 12 midnight, he/she shall be paid one and one-half (1½) times his/her regular compensation rate for all hours worked. (In general, the hours addressed are 5:00 p.m. to midnight).

If the employee is called out after midnight, he/she shall be paid a guaranteed minimum of two (2) hours pay at one and one-half (1½) times his/her regular compensation rate.

3. Staff shall be oriented to the Agency policies prior to assuming on-call responsibilities plus any training necessary to perform the duties assigned under the on-call program.

4. When an employee is on-call, he/she shall be given a beeper.

5. An employee who is scheduled to be on-call as prescribed herein and who subsequently becomes ill, shall notify the Director of Services or his/her designee who shall then take the appropriate action to relieve the employee of such responsibility.

6. Mileage is to be paid portal to portal.

7. Trading of weeks may be allowed subject to the approval of the Director of Services or his/her designee. All requests for the trading of weeks must be submitted at least three (3) days in advance. Employees shall not be scheduled excessively.

8. If another call comes in and another person is needed to help with “on-call”, they shall follow the “call-in” of Article 8, Section 5 of the contract plus mileage. Portal to portal with travel time.
9. Supervisor shall receive a beeper to be used in case an employee needs to contact them. The employee shall have a list with supervisors on-call.

Supervisors shall be paid:

- $24.00 for on-call 5:00 p.m. – 8:30 a.m. Weekdays
- $33.00 for on-call 8:30 a.m. – 8:30 a.m. Weekends
- $50.00 for on-call 8:30 a.m. – 8:30 a.m. Holidays

If the Supervisor on-call under this program is called out after normal business hours but before 12 midnight, he/she shall be paid one and one-half (1½) times his/her regular compensation rate for all hours worked; portal to portal for mileage. (In general, the hours addressed are 5:00 p.m. to midnight).

If the employee is called out after midnight, he/she shall be paid a guaranteed minimum of two (2) hours at one and one-half (1½) times his/her regular compensation rate.

Supervisor shall, while on-call, be given a beeper and telephone calling card for his/her use.
APPENDIX “D”
ON-CALL PROGRAM
24 HOUR P.C.A.

1. Seneca County shall determine the number of nurses “on-call” for seven (7) consecutive days for a full time and/or part time nurse.

The schedule shall cover a minimum period of six (6) weeks.

No later than two (2) weeks prior to the end of a schedule, the next schedule shall be established, and the selection process implemented.

2. Employees on-call shall be compensated as follows:

   $24.00 for on-call 5:00 p.m. – 8:30 a.m. Weekdays
   $33.00 for on-call 8:30 a.m. – 8:30 a.m. Weekends
   $50.00 for on-call 8:30 a.m. – 8:30 a.m. Holidays

If an employee on-call under this program is called out after normal business hours, he/she shall be paid one and one-half (1½) times his/her regular compensation rate for all hours worked, portal to portal.

If an employee is called out anytime after midnight, he/she shall be paid a guaranteed minimum of two (2) hours pay at one and one-half (1½) times his/her regular compensation rate.

3. Staff shall be oriented to the Agency policies prior to assuming on-call responsibilities.

4. The County reserves the right to sub-contract out these services when sufficient staff is not available to fulfill program needs. This determination is to be made by the Commissioner of Human Services.

5. When an employee is on-call he/she shall be given a beeper.

6. An employee who is scheduled to be “on-call” as prescribed herein and who subsequently becomes ill, shall notify the Department Head who then shall take appropriate action to relieve the employee of such responsibility.
1. Employees who are qualified shall be scheduled “on-call” for seven (7) consecutive days at a time on a rotation basis according to seniority. Schedules may be changed if approved by the Department Head. Employees shall not be scheduled excessively.

The schedule shall cover a period of one (1) month.

No later than two (2) weeks prior to the end of the schedule, the next schedule shall be established in accordance to #1 above.

There shall be guaranteed coverage every day of the year. In the event of a lapse in coverage, the name at the top of the rotating list shall be chosen as the alternative.

2. Employees shall be compensated as follows:

   - $24.00 for on-call 5:00 p.m. – 8:30 a.m. Weekdays
   - $33.00 for on-call 8:30 a.m. – 8:30 a.m. Weekends
   - $50.00 for on-call 8:30 a.m. – 8:30 a.m. Holidays

If the employee on-call under this program is called out after normal business hours, but before 12 midnight, he/she shall be paid one and one-half (1½) time his/her regular compensation rate for all hours worked. (In general, the hours addressed are 5:00 p.m. to midnight).

If the employee is called out after midnight, he/she shall be paid a guaranteed minimum of two (2) hours pay at one and one-half (1½) times his/her regular compensation rate.

3. Staff shall be oriented to the Agency policies prior to assuming on-call responsibilities plus any training necessary to perform the duties assigned under the on-call program.

4. When an employee is on-call he/she shall be given a beeper.

5. An employee who is scheduled to be on-call as prescribed herein and who subsequently becomes ill, shall notify the Department Head or his/her designee who shall then take the appropriate action to relieve the employee of such responsibility.

6. Mileage shall be paid portal to portal.
APPENDIX “F”
DOMESTIC VIOLENCE
ON-CALL PROGRAM

1. Employees who are qualified shall be scheduled “on-call” for seven (7) consecutive days at a time on a rotation basis according to seniority. Schedules may be changed if approved by the department head. Employees shall not be scheduled excessively.

The schedule shall cover a minimum period of six (6) weeks.

No later than two (2) weeks prior to the end of a schedule, the next schedule shall be established, and the selection process implemented.

2. Employees on-call shall be compensated as follows:

   $24.00 for on-call 5:00 p.m. – 8:30 a.m. Weekdays
   $33.00 for on-call 8:30 a.m. – 8:30 a.m. Weekends
   $50.00 for on-call 8:30 a.m. – 8:30 a.m. Holidays

   If an employee on-call under this program is called out after normal business hours, he/she shall be paid one and one half (1½) times his/her regular compensation rate.

3. Staff shall be oriented to the Agency policies prior to assuming on-call responsibilities.

4. The County reserves the right to sub-contract out these services when sufficient staff is not available to fulfill program needs. This determination is to be made by the Director of Community Counseling Center.

5. When an employee is on-call he/she shall be given a beeper.

6. An employee who is scheduled to be “on-call” as prescribed herein and who subsequently becomes ill shall notify the Department Head who then shall take appropriate action to relieve the employee of such responsibility.
APPENDIX “G”
JOB EVALUATION PLAN

SECTION 1 – JOB EVALUATION PLAN

A. The rating plan and job description shall remain in effect as the Job Evaluation Plan for the term of this Agreement. If a new job description is issued or an existing job description is changed, Section 2 shall apply.

B. Each job evaluation in effect at the date of signing of this Contract shall continue in effect unless and until the County makes a permanent change to job content as it existed as of January 1, 2001.

SECTION 2 – NEW OR REVISED JOB DESCRIPTIONS

As new or revised job descriptions are issued, the County shall, within ten (10) working days, furnish the Union with a copy of the description. Any wording not present in previous descriptions shall be underlined. The job description shall contain a description of the duties of the job and contain the grade of the job.

SECTION 3 – NEW OR REVISED JOBS

A. New or revised jobs shall be performed for thirty (30) calendar days. If after that time, an employee continues to object to the correctness of an evaluation, the employee must file with the County Personnel Officer and C.S.E.A., within five (5) calendar days of the date the 30-day period ends, a request for re-evaluation. This must be done on a form, designed by the County, which shall require the employee to identify, among other things, what the recent, permanent change is to the job (the change that occurred within the last 35 calendar days and since the first day of the current Agreement) and why the job evaluation is not correct.

B. During the next thirty (30) days, C.S.E.A. and the County Personnel Director shall meet to review the evaluation and discuss the correctness of the evaluation. This review and discussion shall be limited to the item or items and objection or objections set forth in the request for re-evaluation.

C. Following this review and discussion of the evaluation, the County Personnel Officer shall issue a final determination concerning the evaluation. If the employee still objects to the evaluation, he or she may file, within five (5) calendar days, a written grievance with the County Personnel Director. A timely grievance shall go directly to the third step. If the grievance is not resolved, it may proceed to arbitration under Appendix “B”, except that any arbitrator selected shall be experienced in the job evaluation field.
Memorandum of Agreement
By and between
The County of Seneca
And the
Civil Service Employees Association, Inc.

Longevity

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated January 1, 2001 to December 31, 2004. Except as modified herein, the collective bargaining agreement remains in full force and effect.

A Class Action Grievance was filed on October 9, 2002 on behalf of all CSEA employees who were entitled to longevity payments. The proper procedures were followed in accordance with the current Contract Grievance language. The outcome of the grievance is as follows:

a. The County is to make whole all those employees whose longevity payments were not made in 2002 and 2003.

b. The payments are to be made as soon as possible.

c. The 12 employees whose salaries exceed step 12 on their corresponding grade shall continue to have the longevity added to their base.

d. Those employees not covered in the 12 above shall no longer have the longevity added to the base as part of the calculations for raises.

e. The longevity shall be added on after the pay increase is determined on the base wages only.

This language is mutually agreed to by both parties and is effective March 11, 2003.

Signed by Seneca County and C.S.E.A.