

**AGREEMENT
BY AND BETWEEN**

COUNTY OF LIVINGSTON

and

**CIVIL SERVICE EMPLOYEES ASSOCIATION,
INC., LOCAL 1000, AFSCME, AFL-CIO,
LIVINGSTON COUNTY EMPLOYEES LOCAL 826,
LIVINGSTON COUNTY EMPLOYEES UNIT**

January 1, 2023 - December 31, 2027

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COUNTY OF LIVINGSTON

This Agreement is made pursuant to Article 14 of the Civil Service Law of New York State and entered into as of this 24th day of February 2023, between the County of Livingston, hereinafter referred to as the “Employer” and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Livingston County Employees Local 826, Livingston County Employees Unit, hereinafter referred to as the “CSEA.”

ARTICLE 1 RECOGNITION

Section 1 - Bargaining Unit

The Employer hereby recognizes the CSEA as the sole and exclusive negotiating agent for all of the employees of the Employer excluding employees of the Sheriff’s Department, Public Health Nursing Service, Department heads, salaried employees and all positions listed on the 2023 Salary Schedule for Employees Not Covered by a Collective Bargaining Agreement, all employees of the Board of Supervisors Office, all employees of the County Administrator’s Office, Secretary to the Commissioner of Social Services, Secretary to the District Attorney, Confidential Secretary (Public Defender’s Office), all employees of the Human Resources Department, Directors of Nursing Services and Assistant Directors of Nursing in the Center for Nursing and Rehabilitation, Building Maintenance Supervisor, Head Social Welfare Examiner, Administrative Secretaries in the Center for Nursing and Rehabilitation, Confidential Secretary to the Director of Long Term Care, Director of Social Services, Confidential Secretary to the Conflict Defender, all medical doctors, elected officials, appointed officials, part time employees, seasonal employees for the maximum period permitted by law.

In addition to the above exclusions, each new position or job title created by the Employer during the term of this Agreement which by the job description reports to the Board of Supervisors shall be excluded from the unit, and all other new positions shall be included in the unit.

Section 2 - Seasonal Employees Defined

For purposes of this Agreement seasonal employees shall be defined as: (1) employees hired for any number of hours of work per week, but whose total employment period will not exceed six (6) calendar months in any calendar year nor six (6) consecutive calendar months; and (2) those who work longer than six (6) consecutive calendar months as a replacement for a permanent, full-time employee who is on an approved leave of absence.

Section 3 - Part time Employees Defined

Part time employees shall be defined as: (1) registered nurses, Licensed Practical Nurses and certified Nursing Assistants who are regularly scheduled to work 30 hours per week or less, and (2) other employees who are regularly scheduled to work twenty-five (25) hours or less per week.

Section 4 - Obligations of CSEA

The CSEA expressly agrees, as a condition of recognition contained in this Article, not to discriminate with respect to representation among or between the unit employees whether members of CSEA or not, or to engage in a strike or slowdown or other work stoppage, not to instigate, encourage or condone the same.

**ARTICLE 2
MANAGEMENT RIGHTS**

Section 1 - Specific Rights

The Employer retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services; and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and operations; to determine who may utilize a County vehicle, under what circumstances, the rules and requirements for utilization, and whether access to a County vehicle may be terminated. These rights shall include, but not be limited to, the Employer having sole discretion to determine whether and under what circumstances employees may use County tools, equipment and/or other property for personal use and/or use unrelated to the performance of the employee's County job duties, which shall include the right to exercise the Employer's discretion unilaterally in deciding whether to allow or disallow such use and modify usage rules as it deems appropriate.

Section 2 - Generally

The above rights of the Employer are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to the Employer. Any and all the rights, powers, and authority the Employer had prior to entering this Agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

**ARTICLE 3
RIGHTS OF CSEA**

The CSEA shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the bargaining unit under the Fair Employment Act, under any other applicable law, rule, regulation or statute, under the terms and conditions of this agreement; to designate its own representatives and to appear before any appropriate official of the Employer to effect such representation; to direct, manage, and govern its own and to pursue all such 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 and appeal procedure in this Agreement and to pursue

any matter or issue to any court of competent jurisdiction, whichever is appropriate. This Article shall apply during the period of unchallenged representation status of the CSEA.

ARTICLE 4 RIGHTS OF EMPLOYEES

Section 1 - Freedom to Join or Refrain from Joining

Any employee covered by the provisions of this agreement shall be free to join or refrain from joining the CSEA without fear of coercion, reprisal or penalty from the CSEA or the Employer.

Section 2 - Freedom to Participate in Union

Employees may join and take an active role in the activities of CSEA without fear of any kind of reprisals from the Employer or its agents.

Section 3 - Freedom to Express Concerns

An employee may bring matters of personal concern to the attention of the appropriate Employer's representatives and officials in accordance with applicable laws and rules, and may choose his own representative or appear alone in a grievance or appeal proceeding with the exception that CSEA must be permitted entrance to all such proceedings if and when requested by the employee and must be informed immediately of any decisions surrounding the case.

ARTICLE 5 DURATION

This Agreement, and any written amendments made and annexed hereto, shall continue in full force and effect until midnight, December 31, 2027. Written notice shall be given no later than June 1, 2027 by either party requesting a change or termination of this Agreement. If such notice is given, negotiations for a new collective bargaining agreement will begin no later than August of 2027. If written notice is not given, this Agreement shall continue in effect from year to year until such notice is given no later than June 1st of any subsequent year.

No provisions of this Agreement may be deleted or changed and no provision may be added to this Agreement except by a written amendment signed by each party.

ARTICLE 6 AGREEMENT

Section 1 - Good Faith Negotiations

The Employer and CSEA acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective negotiations.

Section 2 - Entire Agreement

This Agreement constitutes the entire agreement between the parties and no verbal statement or other agreement in whatever form, except an amendment to this Agreement in writing annexed

hereto and specifically designated as an amendment to this Agreement shall supersede or vary any of the provisions herein contained.

ARTICLE 7 DUES CHECK OFF AND UNION SECURITY

Section 1 - Remittance to CSEA

The Employer shall deduct from the wages of employees and remit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12224, regular membership dues and other authorized deductions, group life insurance, sickness and accident and health insurance, for those employees who have signed the appropriate payroll deduction authorization(s) permitting such deductions¹. The Employer agrees to deduct and remit such monies exclusively for the CSEA as the recognized exclusive negotiating agent for the employees on a payroll period basis. Deductions from pay shall begin promptly following the Employer's receipt of such payroll deduction authorizations(s), including PEOPLE deductions as referenced below.

Section 2 - PEOPLE Deduction

The Employer agrees to deduct from the wages of any employee who is a member of the union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

Section 3 - Information Regarding Unit

The Employer will furnish the CSEA a complete list of names, home addresses, work locations and position titles of all employees in the negotiating unit covered by this Agreement, and will within thirty (30) days after the end of each pay period furnish the CSEA Local a listing of the names, home addresses, work locations and position titles of newly hired, reinstated and transferred employees as well as a list of employees who terminated employment in the negotiating unit.

Section 4 – Responsibility for Deducted Funds

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and CSEA hereby agrees that it will indemnify and hold harmless the Employer for any claims, actions or proceedings by an employee arising from deductions made by the Employer hereunder.

¹ It is understood and agreed that this provision shall not require new deduction authorizations from employees for deductions in place as of the date of execution of this agreement.

**ARTICLE 8
PROBATIONARY PERIOD**

Section 1 - Competitive Class Employees

The Probationary period shall be the same as defined in the Livingston County Civil Service Rules for all competitive class employees.

Section 2 - Non-competitive and Labor Class Employees

Non-competitive and labor class employees shall be regarded as probationary employees until: (1) they have been employed within the negotiating unit in a position other than a trainee position for a period of six (6) consecutive calendar months, or (2) they have been employed in a trainee position for a period of up to twelve (12) consecutive calendar months.

In addition, non-competitive and labor class employees who are promoted to a higher grade non-competitive or labor class position or who move to a non-competitive or labor class position in the same or lower grade shall serve a six (6) consecutive month probationary period in such new position, unless such new position is a trainee position in which case such employee shall serve a probationary period of up to twelve (12) consecutive months in such new position. In the event the employee does not successfully complete the probationary period in the new non-competitive or labor class position, the employee may return to his/her prior position, unless the employee is discharged for disciplinary reasons. Discharge for disciplinary reasons during such probationary period shall be subject to Article 23, section 6 of this Agreement.

Absence from work for any reasons shall not be included in calculating an employee's probationary period.

Section 3 - Discharges During Probationary Period

Any Employee discharged during the probationary period shall be notified in writing of the discharge. Probationary employees may be discharged at the sole discretion of the Employer and without recourse to this Agreement, except as otherwise provided in the second paragraph of Section 2.

Section 4 - Representation of Probationary Employees

CSEA shall represent all probationary employees within the negotiating unit.

**ARTICLE 9
RETIREMENT**

Section 1 - Retirement Plans

The Employer shall provide for each qualified employee retirement benefits in accordance with State law under the New York State and Local Retirement System. In addition, the Employer will provide for eligible employees current death benefit riders and option 41-j (application of unused sick leave as additional service credit upon retirement).

Employees shall be required to contribute to the Retirement Plan for which they qualify, as required by law. It is understood that the various death and sick leave benefits riders are those provided in conjunction with the various Tier plans and will not exceed those in effect in the County on December 31, 1983.

Section 2 – Current Plan Tiers

As of the date of this contract, the existing retirement plan tiers were as follows:

Date of Hire	Plan Tier
Prior to July 1, 1973	Tier 1
July 1, 1973 through July 26, 1976	Tier 2
July 27, 1976 through August 31, 1983	Tier 3
September 1, 1983 through December 31, 2009	Tier 4
January 1, 2010 through March 31, 2012	Tier 5
April 1, 2012 or after	Tier 6

**ARTICLE 10
BULLETIN BOARDS**

The Employer shall make bulletin boards available at all appropriate work locations and/or places of assembly; the number, size and location to be decided jointly by the appropriate Employer representative and the CSEA. Such bulletin boards shall be for the exclusive use of CSEA for announcements of meetings, posting of CSEA bulletins, election notices, and for any and all matters relative to CSEA business and shall be of noncontroversial nature.

**ARTICLE 11
COPIES OF THE CONTRACT**

The CSEA shall reproduce and make available copies of the contractual Agreement to all employees. The CSEA shall also provide the Employer with copies of the contractual Agreement for the Employer’s use, if requested by the Employer.

**ARTICLE 12
SAVING CLAUSE**

Section 1 - Severability

If any article or part thereof of this Agreement or any addition thereto should be decided as in violation of any federal, state or local law; or if adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of the Agreement or any additions thereto shall be not affected.

Section 2 - Reopening Negotiations

If a determination or decision is made as per Section 1 of this article, the original parties to this Agreement shall convene immediately for purposes of negotiating a satisfactory replacement for such article or part thereof.

Section 3 - Legislative Action

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds shall not become effective until the appropriate legislative body has given approval.

ARTICLE 13 SICK LEAVE

Section 1 - Maximum Accruals

Each employee shall be permitted to accumulate up to one hundred sixty-five (165) days of paid sick leave to be applied toward time off due to that employee's illness or injury. However, an employee may use up to five (5) days of this sick leave per calendar year for the illness or doctors' appointments of the employee's spouse, parent, child, or step child. (This provides for a total of five days to be used among these relatives. For example, an employee could take 1 day for a spouse, 1 day for a parent and 3 days for children.) An employee requesting sick leave use for these purposes must indicate "family illness or appointment" when making the request for this leave and note such on his/her timecard or equivalent time recording document. The County may require medical documentation of the illness or appointment. In no event may an employee accrue more than one hundred sixty-five (165) days of sick leave. Such leave shall be reduced by one day for each day of such paid leave, with the understanding that if, due to injury or illness, an employee is unable to work on a scheduled work day which is designated and/or celebrated as a holiday the employee will receive only holiday pay for that day.

Section 2 - Accumulation of Sick Leave

Sick leave shall be earned at the rate of one half (1/2) workday per pay period, provided the employee is on the payroll at least six (6) days during the pay period. Earned sick leave is credited at the end of the pay period. Sick leave may be accumulated to a maximum of 165 workdays. Sick leave may not be used before it is earned.

Section 3 – Medical Provider Statement

When continuous sick leave exceeds two (2) working days the Employer may require as a condition of payment a statement from the employee's medical provider certifying the nature of the illness or injury and the probable period of disability.

Section 4 - Physical Examination

When continuous sick leave exceeds thirty (30) calendar days the Employer may require the employee to undergo a physical examination by a medical provider selected by the Employer.

Section 5 - False Representations

Any false representation made by an employee in connection with a claim for sick leave benefits shall be deemed just cause for discipline.

Section 6 - Payment upon Termination

Accumulated sick leave shall not be payable at the time of termination of employment, whatever the reason for such termination.

Section 7 - Use of Accruals

Each employee shall be allowed to take sick leave days in half hour segments.

As set forth in Section 1 of this Article, sick leave may be used for:

- a. A doctor's appointment of the employee, the employee's spouse, the employee's parent, the employee's child, or the employee's step-child, including necessary travel time to and from such appointment;
- b. An appointment of the employee, the employee's spouse, the employee's parent, the employee's child, or the employee's step-child with other health care providers if referred by a doctor in connection with an acute or chronic illness or injury, including necessary travel time to and from such appointment;
- c. The employee's own illness or injury that makes him/her unfit to work so the employee may rest and recuperate; and
- d. The illness or injury of the employee's spouse, parent, child, or step-child if such person is acutely ill or injured and the employee is needed to provide assistance with daily living activities. This would include the care of a chronically ill spouse, parent, child or step-child who has an acute episode associated with the chronic illness.

Definitions:

"Acute" = relating to a disease or a condition with a rapid onset and a short, severe course. Examples of acute conditions include: a cold, the flu, an asthma attack, etc.

"Daily living activities" = include activities such as: eating, bathing, dressing, walking. An employee who is providing assistance with basic medical or personal needs or safety or for transportation is assisting with daily living activities.

"Disabled dependent child" = any unmarried dependent child, regardless of age, who is incapable of self sustaining employment because of mental retardation, mental illness or developmental disability as defined in the New York Mental Hygiene Law, or because of a physical handicap.

"Doctor" = those health care professionals who are licensed to diagnose and treat health conditions. Such health care professionals include: medical doctors, nurse practitioners, physician's assistants, optometrists, dentists, chiropractors, podiatrists, psychoanalysts, psychologists, etc.

“Health care providers” = include physical therapists, occupational therapists, laboratory personnel, nutritionists, dieticians, occupational therapy assistants, physical therapy assistants, respiratory therapists, respiratory therapy technicians, speech-language pathologists, etc.

“Illness” = disease of body or mind; poor health; sickness. Examples include: a cold, the flu, asthma, diabetes, mental illness, cancer, etc.

“Injury” = damage, harm, or loss, as from trauma. A particular form of hurt, damage, or loss. Examples include: broken bones, burns, cuts, etc.

“Minor child” = child under the age of 18.

Section 8 - Accumulation During Leave

Sick leave shall continue to accumulate in accordance with Section 2 of this Article only while an employee is on a paid leave, and then only during the first six (6) months of such a leave.

Section 9 - Sick Leave Bank

When an employee reaches his/her maximum sick leave credits (165 days at his/her hourly rate) the sick leave hours they would have accrued will be put in a sick leave bank.

The County Administrator and the President of CSEA shall consider approval of all applications to draw from the sick leave bank. Periodic reports covering its functions shall be issued to each party.

The following terms shall be considered for approval of all applications:

- a. Any full time employee covered by this agreement may borrow from the sick leave bank after exhausting all accruals (personal, vacation, sick, floating holidays, compensatory time). No employee will be allowed to borrow more than twice the amount of the sick leave that he or she possessed prior to the illness.
- b. No sick leave which has been contributed to the sick leave bank shall be considered unused sick leave for the purpose of computing service credit upon retirement.
- c. No employee can borrow sick leave for absence due to an illness or injury arising out of and in the course of employment.
- d. Satisfactory medical documentation shall be provided to the administrators of the sick leave bank, to include a brief diagnosis, start date of illness and expected date of return to work.
- e. There has been no disciplinary action relating to abuse of sick leave for the previous year.

When an employee who borrowed from the sick leave bank returns to work any remaining sick bank hours will be returned and they shall begin repaying the bank at a rate of one-half (1/2) of the amount of sick leave they earn each pay period until the total amount is repaid.

Application for sick leave bank usage shall be made to the President of the CSEA.

Accrual of leave time while employee is using sick leave bank time. An employee approved for sick leave bank use shall be deemed to be “on the payroll” for all purposes except paid holidays and leave accruals. When an employee returns to work following sick leave bank usage, he or she shall repay to the bank all days utilized, in accordance with this agreement. Subsequent to such repayment of sick leave bank days, the affected employee shall have returned to him or her all paid holidays and/or other leave accruals which were not credited to him/her during the period of sick leave bank usage. Should an employee not return to work and/or not repay all days utilized to the sick leave bank, no retro-credit of paid holidays and/or other leave accruals shall occur.

ARTICLE 14 BEREAVEMENT LEAVE

In the event of death in the immediate family, each employee shall be granted time off with pay for time lost during the regular scheduled work week. Employees may use a maximum of six days per year and may not use more than three days per death. However, in the event of additional deaths, employees may use accrued leave time, except sick leave. Employees must notify the employer prior to missing scheduled work of the death and of the employee’s anticipated absence, and the employer may require proof of death as a condition of approval of the absence and payment during the absence.

The immediate family referred to herein shall consist of mother, father, mother-in-law, father-in-law, husband, wife, children, step children, sister, brother, grandparents, grandchildren, step-parents and foster parents of the employee, brother-in-law, sister-in-law, son-in-law, daughter-in-law, great grandparents, aunts, uncles, nieces, nephews, or any other relative who is a member of the employee’s household.

Bereavement leave may be used in increments of one-half (1/2) hour.

ARTICLE 15 HOLIDAYS

Section 1 - Designation of Holidays

A regular employee who is on the active payroll during the week in which the holiday is celebrated will be entitled to the following holidays:

New Year's Day	Labor Day	Two (2) Floating Holidays
Martin Luther King Day	Columbus Day	
Presidents Day	Veterans Day	
Memorial Day	Thanksgiving Day	
Juneteenth	Christmas Day	
Independence Day		

Employees returning from an unpaid leave of absence of two (2) weeks in duration or longer will not receive holiday pay during the week in which they return unless scheduled to work or be on-call on the designated holiday.

The Employer will issue a notice to all employees stating the days on which the designated holidays will be celebrated each year, not later than January 25 of that year. A holiday shall be the twenty-four hours beginning at midnight of the day designated for its celebration, or in case of a floating holiday, the day chosen and agreed to. Where under Section 3 half of the employees take Friday and the other half Monday, the holiday shall be the twenty-four hours of the day the employee is designated to take.

Section 2 - Eligibility: Floating Holiday

Employees shall not be eligible for the floating holidays until they have been on the payroll for six (6) months. Unpaid absences from work for any reason shall be included in calculating an employee's six months of service. Employees will notify their supervisor at least one (1) calendar week in advance of their desire to use their floating holiday. Such date must be agreed to by the employee's supervisor. Floating holidays must be used by year end or they are lost, except in the case of new employees who may carry over up to two unused floating holidays. "New employees" are those employed within the bargaining unit for less than 12 months as of December 31.

Section 3 - Celebration of Weekend Holiday

When one of the designated holidays falls on a Sunday, it shall be celebrated on the following Monday. If a Holiday falls on Saturday, it shall be celebrated on the preceding Friday.

This shall apply unless the employee works in a job title where the position is scheduled seven (7) days per week. (For example, the Center for Nursing and Rehabilitation schedules some positions each day of the week.) In this circumstance, the holidays shall be celebrated on the legally designated date of the holiday without regard to what day of the week the holiday falls on. For example, if the holiday falls on a Sunday, it will be celebrated on Sunday. The employee shall only be entitled to one (1) day of premium pay per holiday.

Section 4 - Payment if Employee is Absent

If a holiday should fall on the employee's scheduled day off the employee will receive pay for that holiday. If a holiday falls within a vacation period the employee may choose to add one day to the vacation or take an extra day's pay.

Section 5 - Work on a Holiday

- a. In the event any employee works on any of the above mentioned holidays (during the twenty-four hours it's celebrated), the employee shall receive 1 1/2 times his regular hourly rate for the number of hours worked.
- b. In the event that an employee in the Emergency Medical Services Department who provides emergency response services to the public does not work on a holiday, the employee shall choose between the following for payment:
 - i. Use eight (8) hours of holiday pay and use personal leave and/or vacation accruals for any remaining hours of scheduled shift to receive full pay. Such use must be in accordance with rules identified within this agreement regarding the increments for use of the accruals.
 - ii. Use eight (8) hours of holiday pay and take the rest of the shift off authorized without pay.

Section 6 - Holidays for Emergency Medical Services Department

For employees within the Emergency Medical Services Department (EMS) only, the two (2) floating holidays identified in Section 2 of this Article, shall be converted to two (2) days of personal leave. This personal leave shall be scheduled, paid, used, converted, and prorated as set forth in Article 16.

ARTICLE 16 PERSONAL LEAVE

Section 1 - Accrual of Personal Leave

Each full time employee covered by this Agreement shall become eligible for five (5) personal days on January 1 of each year.

New employees shall become eligible for personal leave after six (6) months of employment, and will accrue five (5) personal leave days at that time. On January 1st the employee shall accrue their annual five (5) personal days.

Section 2 - Scheduling of Leave

Such personal leave may be taken at the employee's convenience with the approval of the Department Head. Requests for leave under this Article will not be unreasonably denied.

Section 3 - Payment on Termination

Accumulated personal leave shall not be payable at the time of termination of employment whatsoever the reason for such termination. However, the employee shall be paid for up to two days of accrued personal leave time if:

- a. The employee resigns or retires and provides no less than fourteen (14) calendar days advance written notice to the department head of his/her intent to resign or retire and works the entire two week period immediately preceding the date of resignation or retirement. In the event the employee becomes ill or injured to the extent that he/she is unfit to work during some or all of the two week period, he/she will still be eligible for payment of personal leave if:
 - i. He/she properly notifies his/her department of the absence pursuant to departmental policy and/or procedure;
 - ii. He/she works all days during the notice period which he/she is fit to work;
 - iii. No later than seven (7) calendar days from the first date of absence he/she provides to the department head a written statement from a health care provider (as defined in Article 13) indicating:
 1. That the health care provider examined the employee on one of the dates of absence during the notice period,
 2. That the health care provider found the employee unfit to perform the duties of his/her position due to an illness and/or injury, and
 3. The specific dates of unfitness to work; and
 - iv. The employee remains at home or in a health care facility during the period of absence to rest and recuperate from the illness/injury, leaving home only to attend necessary health care provider appointments.

In the event the employee suffers the death of a family member specified in Article 14 (Bereavement Leave) of this agreement no more than sixteen calendar days prior to termination of employment, the employee may use up to three days of bereavement leave immediately following the death without affecting the employee's ability to be paid for personal leave so long as the employee provides satisfactory proof of the death to the employee's department head within five business days following such death.

OR

- b. The employee is laid off by the Employer.

OR

- c. The employee dies in service.

OR

- d. The employee resigns within eight (8) calendar days of receipt of notice of termination.

Section 4 - Use of Leave Time

Personal leave may be taken in one-half (1/2) hour segments.

Section 5 - Conversion to Sick Time

On January 1st of each year any unused personal leave from the previous year shall be converted to and credited to the employee’s accumulated sick leave.

Section 6 - Proration due to Leave of Absence

Personal leave shall be prorated when an employee is off with or without pay for any reason, paid or unpaid, in excess of six (6) consecutive months. Such proration shall be a reduction of hours of personal leave eligibility in direct proportion to the number of days off beginning with the first such day off. The prorated amount will be taken from the employee’s eligibility in the following year.

**ARTICLE 17
MILEAGE PAYMENTS**

Pursuant to Section 203(3) of the County Law, mileage shall be reimbursed at the rate in cents per mile which is permitted by the IRS as a tax deduction. If during the term of this Agreement said rate increases or decreases, the rate paid by the County will increase or decrease as soon thereafter as the County is satisfied that it has the latest position of the IRS. The Union will notify the County in writing of such a change, and as soon as such claimed change is confirmed by the IRS the rate hereunder will be adjusted effective as of the date of such confirmation. Mileage reimbursement will be provided as set forth in the County’s Travel Policy.

**ARTICLE 18
VACATION**

Section 1 - Vacation Entitlement

All employees covered by this Agreement shall be granted a paid vacation according to the following schedule on each employee’s respective anniversary date of hire:

Required Time of Service	Time Off
1 st through 4 th anniversary	10 working days
5 th through 10 th anniversary	15 working days
11 th anniversary	16 working days
12 th anniversary	17 working days
13 th anniversary	18 working days
14 th anniversary	19 working days
15 th anniversary through 20 th anniversary	20 working days
21 st anniversary	21 working days
22 nd anniversary	22 working days
23 rd anniversary	23 working days
24 th anniversary	24 working days
25 th and following anniversaries	25 working days

Section 2 - Scheduling Vacation

Each department will post a vacation schedule from October 1 to December 1 of the preceding year. It is intended that employees will select their vacations on this schedule during this time frame. The minimum increment of vacation an employee may request during this vacation scheduling period is one hour. When this process is completed, vacation request conflicts will be resolved by giving available vacation time to the most senior employee. Once conflicts are resolved, master schedules showing approved vacation requests will be posted one time per year in each department or sub-department (as determined in the discretion of the County) with the understanding that the master schedule will not thereafter be updated for "first come, first served" requests and no department or sub-department having fewer than five employees will be required to post a master schedule. After December 1, vacations will be granted with the mutual agreement of the employee and the Department Head on a first come, first served basis. Requests to use no more than a one-half (1/2) hour increment of vacation may be made only within the one (1) month period prior to the date requested. The County will make a reasonable effort to respond to first come, first served vacation requests within five (5) business days of the date such requests are submitted to an appropriate management representative as specified by departmental policy and/or practice.

Even though an employee becomes eligible for vacation on his/her anniversary date, the time when an already earned vacation can be taken will be scheduled on the posted schedule. Some departments due to seasonal load may limit the amount of vacation to be taken by employees during certain months, or the numbers of employees who may be off at one time. The Highway Department will permit employees to take up to two (2) full weeks of vacation in the summer months, but may continue to limit the number of employees who may be off at any one time.

Section 3 - Period in which Vacation is Used

Vacation time must be used before the employee's next anniversary date. Any vacation accruals that are not used by that date will be lost, except that an employee will be permitted to carryover up to three days of vacation into the next anniversary year. Any such vacation which is carried over must be used in the next anniversary year or it will be lost.

Section 4 - Payment upon Termination

Accumulated unused vacation shall be payable at the time of termination of employment if:

- a. The employee resigns or retires and provides no less than fourteen (14) calendar days advance written notice to the department head of his/her intent to resign or retire and works the entire two week period immediately preceding the date of resignation or retirement. In the event the employee becomes ill or injured to the extent that he/she is unfit to work during some or all of the two week period, he/she will still be eligible for payment of vacation if:
 - i. He/she properly notifies his/her department of the absence pursuant to departmental policy and/or procedure;
 - ii. He/she works all days during the notice period which he/she is fit to work;

- iii. No later than seven (7) calendar days from the first date of absence he/she provides to the department head a written statement from a health care provider (as defined in Article 13) indicating:
 - 1. That the health care provider examined the employee on one of the dates of absence during the notice period,
 - 2. That the health care provider found the employee unfit to perform the duties of his/her position due to an illness and/or injury, and
 - 3. The specific dates of unfitness to work; and
- iv. The employee remains at home or in a health care facility during the period of absence to rest and recuperate from the illness/injury, leaving home only to attend necessary health care provider appointments.

In the event the employee suffers the death of a family member specified in Article 14 (Bereavement Leave) of this agreement no more than sixteen calendar days prior to termination of employment, the employee may use up to three days of bereavement leave immediately following the death without affecting the employee's ability to be paid for vacation so long as the employee provides satisfactory proof of the death to the employee's department head within five business days following such death.

In the event the employee is an authorized union representative for the CSEA full-time employee unit and he/she has one or more absences for authorized union leave for such unit, with or without pay, during his/her final 14 calendar days of employment, these absences shall not disqualify the employee from payment of personal leave upon termination of employment if he/she is otherwise eligible.

In the event during the final 14 calendar days of employment the employee has one or more absences for which he/she is eligible for pay under Article 36 of this agreement, the absence(s) shall not disqualify the employee from payment of personal leave upon termination of employment if he/she is otherwise eligible.

OR

- b. The employee is laid off by the Employer.

OR

- c. The employee dies in service.

OR

- d. The employee resigns within eight (8) calendar days of receipt of notice of termination.

Section 5 - Proration due to Leave of Absence

Vacation time shall continue to accumulate in accordance with Section 1 of this Article only while an employee is on paid leave of absence, and then only for a maximum period of six (6) months of such leave.

An employee's vacation accumulation shall be prorated when he or she has been on an unpaid leave for any reason in excess of twenty (20) working days. Such proration to be by the hour of vacation in direct proration to the number of days off beginning with the first such day off.

Section 6 - Use of Vacation

Vacation time may be taken in one-half hour segments.

Section 7 - Payment in Lieu of Vacation

Employees who qualify for at least three (3) but less than five (5) weeks vacation may elect to be paid for a maximum of one week of such vacation in lieu of such time off. Employees who qualify for at least five (5) weeks vacation may elect to be paid for a maximum of two weeks of such vacation in lieu of such time off. Employees wishing to make this election must inform their Department Head of their election at least two weeks prior to the date on which payment is desired. All such vacations must, of course, have already been earned before payment is made.

**ARTICLE 19
HEALTH BENEFITS**

Section 1 – Health Insurance Benefits for Employees.

a. Eligibility.

- i. Employees whose dates of hire to this bargaining unit are on or after the first (1st) of the month but no later than the third (3rd) of the month shall be eligible for health insurance on the first (1st) of the month following the month of hire. For example, an employee hired on September 2 will be eligible for coverage on October 1.
- ii. Employees whose dates of hire to this bargaining unit are on or after the fourth (4th) of the month but no later than the end of the month shall be eligible for health insurance on the first of the month following completion of continuous bargaining unit service from the date of hire through the one calendar months following the month of hire. For example, an employee hired on September 5 will be eligible for coverage on November 1.

In the event that the County, in its sole discretion, determines that it is in its best interest to reduce the waiting period for health insurance in order to comply with Federal and/or State health care laws or regulations and/or to avoid additional costs associated with such laws or regulations, the County may reduce the eligibility period set forth in this paragraph. If the County

reduces the eligibility period, it shall establish an effective date for the new eligibility period (applicable to employees with a date of hire on or after a specified date), notify the CSEA local President in writing of the new eligibility period, and apply the new eligibility period uniformly to bargaining unit members hired to the unit on and after the specified date.

b. Enrollment.

To receive health insurance benefits, eligible employees must submit a completed enrollment form to the County Department of Human Resources:

- i. At least one month prior to initial eligibility under this agreement;
- ii. During a subsequent open enrollment period; or
- iii. Following initial eligibility, at the time of any other qualifying event for enrollment in accordance with the applicable health insurance plan and/or relevant State or Federal Law.

Enrollment will become effective upon the employee's eligibility or upon the effective date for the open enrollment period, whichever is applicable.

c. Plan Options.

The Employer will provide the following health insurance options to eligible employees: the Livingston County Premium Plan ("Premium" plan), the Livingston County Standard Plan ("Standard" plan), or another substantially equivalent health insurance option.

Employees hired before October 16, 2013 who have Employer health insurance as of that date will be eligible to continue participation in their current plan, or another substantially equivalent health insurance option. Such employees enrolled in the Standard plan may not move to the Premium plan. If such an employee has coverage under the Premium equivalent plan and such coverage terminates, that employee may not reenroll in the Premium equivalent plan in the future.

All other employees eligible for health insurance will be eligible only for participation in the Standard equivalent plan.

The Employer may change health insurance providers and/or options in accordance with the above on an annual basis.

The Employer may add a new health insurance option involving a high deductible health plan that may be combined with a health savings account ("HSA") and/or a health reimbursement account ("HRA"). The Employer shall have sole discretion to

determine whether to offer such plan(s) and, if it chooses to do so, to determine and establish the details of the plan(s). If the Employer chooses to introduce such an option, the Employer will provide the CSEA with at least sixty (60) calendar days advance written notice of the option before the option is made available to employees. This notice shall include a description of the plan. This option will be in addition to the current plan options. In the event such an option is offered and an employee elects to participate in this option, the employee may leave the plan and enroll in the Standard plan or a substantially equivalent health insurance option during an open enrollment period or within thirty (30) days of the occurrence of a qualifying event.

An employee or his/her spouse shall not be eligible for double health insurance coverage under the County's plan. If both husband and wife are employed by the County, then they shall be eligible for only one (1) coverage policy.

d. Contributions Toward Cost of Coverage.

Contribution rates toward the cost of the Livingston County Premium Plan or substantially equivalent benefits for employees hired before October 16, 2013 will be as follows:

- i. Employees hired on or prior to February 16, 1994, shall contribute \$25.00 per payroll period for family or other types of dependent coverage or \$12.00 per payroll period for individual coverage, and the Employer shall pay the remaining premium cost;
- ii. All employees hired by the County on or after February 17, 1994, but before November 8, 2006, shall contribute twenty percent (20%) of the total cost of their health insurance premium, and the Employer will pay the remaining eighty percent (80%);
- iii. All employees hired by the County on or after November 8, 2006, but before November 19, 2010, shall contribute twenty-five percent (25%) of the total cost of their health insurance premium, and the Employer will pay the remaining seventy-five percent (75%); and
- iv. All employees hired by the County on or after November 19, 2010, but before September 11, 2013 shall contribute thirty percent (30%) of the total cost of their health insurance premium, and the Employer will pay the remaining seventy percent (70%) for the first ten (10) years of employment; thereafter, the employees shall contribute twenty-five percent (25%) and the Employer will pay the remaining seventy-five percent (75%).
- v. All employees hired by the County on or after September 11, 2013 but before October 16, 2013 shall contribute thirty percent (30%) of the total cost of their

health insurance premium, and the Employer will pay the remaining seventy percent (70%).

Contribution rates toward the cost of the Livingston County Standard Plan or substantially equivalent benefits will be as follows:

- i. Employees hired on or prior to February 16, 1994, shall contribute \$25.00 per payroll period for family or other types of dependent coverage or \$12.00 per payroll period for individual coverage, and the Employer shall pay the remaining premium cost;
- ii. All employees hired by the County on or after February 17, 1994 but before September 11, 2013 shall contribute 15% of the total cost of their health insurance premium, and the Employer will pay the remaining 85%; and
- iii. All employees hired by the County on or after September 11, 2013 shall contribute twenty-five percent (25%) of the total cost of their health insurance premium, and the Employer will pay the remaining seventy-five percent (75%).

Percentage contribution rates of all employees shall also apply to any increases in health insurance premiums that occur while this agreement is in effect.

e. Continuation Upon Death of Covered Employee.

In the event an employee with County health insurance coverage dies in service, and that coverage applied to one or more of the employee's surviving family members, coverage will be continued for a period of three calendar months following the employee's death. The surviving, covered family members may not make any changes in coverage that would increase the cost of such coverage. If under the terms of the health insurance plan a family member becomes ineligible to continue participation in the plan during the three-month extension period, that family member's coverage will be discontinued as required by the plan. The Employer will pay the full cost of the coverage for the extension period. The Employer may modify the level of coverage (e.g. two person coverage to individual coverage) as appropriate. This paragraph shall not modify the COBRA rights of covered, surviving family members of the employee.

Section 2 - Workers' Compensation

The Employer will provide, to all employees, Workers' Compensation. Such costs of compensation shall be paid in full by the Employer

Section 3 - Alternative Health Care Plan

The County will offer payroll deductions to any employee who wishes to join an alternative health care plan (HMO) for any such plan that is certified to do business in the County. The

County will pay, and its costs will be limited to, the amount it pays pursuant to section 1(D) toward the cost of the Premium plan or a substantially equivalent health insurance option for employees hired before October 16, 2013 or the Standard plan for those hired on or after October 16, 2013.

Section 4 - Flexible Spending Account

During the term of this Agreement, the County will maintain a Flexible Spending Account for unit members. However, should the Patient Protection and Affordable Care Act excise tax (“Cadillac tax”) go into effect, the Flexible Spending Account shall be terminated as of 11:59 PM on December 31st of the year prior to the year in which the excise tax becomes effective. The excise tax “becomes effective” in the year health benefits may be subject to the tax, even if such tax is paid in another year.

Section 5 - Drop Payment

Existing Employees. Employees who receive hospitalization pursuant to this contract, and drop such coverage on or after June 1, 1994, and those who were employed by the County prior to June 1, 1994 and who did not have health insurance as of that date, shall be entitled to an annual drop payment for each full year (January 1 through December 31) without such coverage.

New Employees. New employees who choose not to participate in a County hospitalization plan are eligible for the hospitalization drop payment after completion of one year of employment within the bargaining unit. For example, an employee who was hired in March 2023 will not be eligible for a 2023 hospitalization drop payment. However, the employee may be eligible for a 2024 hospitalization drop payment.

Procedure to Receive Benefit. Any employee who meets the eligibility criteria set forth above and who wishes to receive the drop payment, must sign and submit to the Livingston Human Resources Department an affidavit indicating that he/she has health insurance coverage through a spouse’s employment, other employment of the employee, or a private plan. This affidavit must be submitted no later than November 15th of the year in which the employee is eligible for payment.

Both Spouses are County Employees. If spouses who are both employed by the County and both receive separate hospitalization coverage through the County elect to move to one dependent or family coverage plan, they will not be eligible for a drop payment for dropping coverage. However, if both employees drop their health insurance, they may receive a single dependent/family coverage drop payment in the amount set forth in the following paragraph. In this event, they must designate which of the two will receive the drop payment or instruct the County to provide each with one half of the drop payment.

Drop Payment Amounts and Date of Payment. Drop payment amounts shall be as follows:

Individual Coverage Drop Payment Amount	Dependent or Family Coverage Drop Payment Amount
\$1100	\$1350

Drop payments will be made to eligible employees in a payroll in December following one full year without coverage.

Section 6 – Dental Insurance

Effective January 1, 2023 through June 30, 2023

From January 1, 2023 through June 30, 2023, the County will provide payroll deduction to employees who wish to purchase dental insurance through the Member Plus Dental plan which is part of the CSEA Employee Benefit Fund (“the Fund”). Employees will be responsible for 100% of the cost of such insurance.

The Fund shall provide written notice of plan premium rate information to the Employer no later than thirty (30) calendar days before any rate changes. Such notice shall be provided to the Livingston County Treasurer at 6 Court Street, Room 203, Geneseo, New York 14454, with a copy to the County Administrator at 6 Court Street, Room 302, Geneseo, New York 14454.

The provision of benefits shall be consistent with the terms of the February 24, 2012 agreement between Livingston County and the CSEA Employee Benefit Fund and the extensions to same. This agreement, with new premium rates as established by the Fund, is hereby extended through December 31, 2022.

Employees who wish to participate in the plan shall contact the Fund directly at: Employee Benefit Fund (“EBF”), 1 Lear Jet Lane, Suite 1, Latham, New York 12110, 1-800-323-2732.

Effective July 1, 2023

Effective July 1, 2023, the Employer will offer dental insurance benefits to eligible employees as follows:

- a. Eligibility. Employees shall be eligible for dental insurance under the same provisions set forth in Section 1 of this Article, above.
- b. Enrollment. To receive dental insurance benefits, eligible employees must submit a completed enrollment form to the County Human Resources Department:
 - i. At least one month prior to initial eligibility under this agreement;
 - ii. During a subsequent open enrollment period; or
 - iii. Following initial eligibility, at the time of any other qualifying event for enrollment in accordance with the applicable health insurance plan and/or relevant State or Federal Law.
- c. Plan Options. The Employer will provide Excellus Dental or another equivalent dental insurance option to employees. The Employer will provide both single coverage and family coverage options. An employee or his/her spouse and/or family members shall not be eligible for double dental insurance coverage under the

County's plan. The Employer, at its sole discretion, may change dental insurance providers and/or options on an annual basis.

- d. Contributions towards Cost of Coverage. The County will contribute one hundred percent (100%) of the cost of the dental insurance premium.

Section 7 – Retiree Health Insurance

- a. Employees hired before November 8, 2006, who retire during the life of this agreement with at least twenty-five (25) years of service will be eligible to receive health insurance in retirement in accordance with the following, unless they have waived their right to such in accordance with Section 8B of this Article. Employees hired on or after November 8, 2006, shall not be eligible for retiree health insurance under this Section.

Retiring employees who are eligible for retiree health insurance benefits should contact the Livingston County Department of Human Resources in advance of retirement to make any necessary arrangements for their retiree coverage. It is recommended that such contact occur thirty (30) days prior to the date of retirement to allow time for the completion of enrollment forms and/or any other paperwork that may be necessary to ensure continuity of coverage.

- b. The employer will provide the following, or substantially equivalent, benefits: the Premium plan or the Standard plan to those retirees and their covered dependents who are not Medicare eligible, or Medicare Blue Choice or Supplemental F with Simply Prescriptions to those retirees and their covered dependents who are Medicare eligible.
- c.
 1. All employees hired before October 22, 2003, who qualify for retiree health insurance will be eligible for fully paid individual or dependent coverage.
 2. All employees hired on or after October 22, 2003, but before November 8, 2006, who qualify for retiree health insurance will be eligible for individual coverage only and will make the same percentage contribution toward the cost of such coverage that they made immediately prior to retirement. The employee may obtain dependent coverage if the employee pays the extra cost of such coverage.
 3. The Employer shall provide for retirees who move out of the service area of the County's health insurance plan(s) reimbursement for the actual cost of a health insurance plan selected by the retiree in their new service area up to the cost limitation described for alternate health care plans in Section 3 of this Article.

Section 8 - Deferred Compensation Match

- a. The County will maintain an IRC §401(a) plan to provide for employer matching of bargaining unit member's deferred compensation plan contributions, with the match not to exceed two percent (2%) of an employee's wages per pay period. Matching contributions shall be subject to all applicable legal limits and requirements, including

those necessary to maintain the status of the plan. The County has the unilateral right, in its sole discretion, to: determine details of the plan, determine the plan administrator (if any), and make any other decisions and take any other actions necessary to institute and administer such plan which are not inconsistent with the specific provisions of this Section.

- b. Bargaining unit members hired before November 8, 2006, may elect to participate in the §401(a) plan if they make an irrevocable waiver of their right to retiree health insurance benefits under Article 19, Section 7. Such an election and waiver must be made on forms to be mutually agreed upon, and filed with the County Human Resources Department.
- c. Bargaining unit members hired on or after November 8, 2006, will be eligible for participation in the §401(a) plan after completing one year of employment within the bargaining unit with no break(s) in service. Such an election must be made on a form to be mutually agreed upon, and filed with the County Human Resources Department.
- d. A bargaining unit member who participates in the §401(a) plan, retires from the County in a bargaining unit position, and begins collecting a retirement benefit from the New York State Employees' Retirement System immediately upon such retirement may continue coverage in a health insurance plan offered by the County provided he/she pays 100% of the premium cost. The retired bargaining unit member is responsible for paying the premium cost in accordance with County policies and practices, and failure to make such payment shall result in permanent loss of the right to health insurance coverage through the County.

Section 9 – Health Insurance Reopener

The parties agree to immediately reopen negotiations with respect to health insurance (Article 19), at the request of either party, in the event that legislative, regulatory action or other official guidance or judicial interpretation occurs that would impose, or potentially impose, new and/or additional costs for health insurance on the County or bargaining unit members. This provision will expire upon the execution date or effective date of a successor collective bargaining agreement, whichever occurs last, unless the parties agree to continue the provision into the successor collective bargaining agreement.

Section 10 – Health Risk Assessment

The Employer may establish a financial incentive of one hundred dollars (\$100) in value for unit employees who complete a County health risk assessment. This may be limited to unit employees who have County health insurance. The Employer will have sole discretion to determine the details of the incentive. The assessment will be conducted by an entity other than the County. The entity shall be selected by the County in its sole discretion. This entity shall not provide the County with health information regarding specific employees obtained through the assessment; however, the entity may provide aggregate health data to the County and may inform the County of the identity of persons who participated in the health risk assessment.

ARTICLE 20 UNIFORMS

Section 1 – Uniform Allowance

- a. Employees who are required by the Employer to wear uniforms will be entitled to a uniform allowance. Those entitled to uniform allowances include, but are not limited to, employees holding the following titles so long as they continue to be subject to uniform requirements: Building Maintenance Mechanics, Building Maintenance Persons, Carpenters, Custodial Workers, Electricians, Highway Department Employees (excluding clerical staff), Home Health Aides, Plumbers and other employees who continue to be subject to uniform requirements.
 - i. Standard Uniform Allowance: Uniform allowances will be provided retroactively for the periods of: February through July with payment being made no later than September 1, and August through January with payment being made no later than March 1. Employees must be subject to the uniform requirement for the entire six-month period to be eligible for the allowance. The amount of each uniform allowance payment shall be one hundred dollars (\$100.00).
 - ii. Work Boot Uniform Allowance: For those employees who are required by the Employer to wear work boots, a work boot uniform allowance of one hundred dollars (\$100) shall be paid annually in a January payroll by the Employer. The employee must be employed by the Employer on the date the payment is made to be entitled to a work boot uniform allowance for that calendar year.

- b. If at the end of the uniform allowance period for the employee's then current bargaining unit the employee has been employed in both the CSEA FT and CSEA PT bargaining units within that uniform allowance period, the employee may be eligible for prorated uniform allowances for the periods of employment within each unit. To be eligible the employee must meet all of the following eligibility criteria:
 - i. The employee must have been continuously employed for a period of at least six months by the Employer in the CSEA bargaining units without any break in service;
 - ii. The employee must have been continuously subject to a uniform requirement for the six-month period immediately preceding the end of the uniform allowance period under the employee's then current collective bargaining agreement;
 - iii. The employee must meet all eligibility requirements under each contract with the exception of the six month bargaining unit service requirement in order to be eligible for uniform allowances under each collective bargaining agreement; and
 - iv. The employee must not be eligible for a full uniform allowance payment under either collective bargaining agreement.
 - v. If an employee is not eligible for a prorated uniform allowance under one collective bargaining agreement, he/she may still be eligible for a prorated uniform allowance under the other collective bargaining agreement, except as otherwise provided in "iv" above.

Section 2 – Central Services Uniforms

Employees of the Central Services department who are required to wear a uniform shall wear a uniform chosen and supplied by the County. The Employer shall have sole discretion to choose the uniform as well as to change the uniform in the future. Each employee will be provided with five (5) short sleeve and five (5) long sleeve tops. The Employer will replace worn tops as needed. Replacement need will be determined by the Employer in its sole discretion. Employees will be responsible for laundering the uniform. Employees required by the Central Services department to wear a uniform shall continue to be entitled to a uniform allowance as provided by section 1 of this Article. Employees will return tops to the Employer upon termination of employment.

ARTICLE 21 CSEA REPRESENTATIVE

Section 1 - CSEA Delegates

CSEA may designate unit employees as CSEA's delegates. The Employer shall be notified of the names of the delegates thus designated. The Employer shall be notified at least two weeks in advance of the meeting that the delegates will be attending. CSEA delegates, as a group, shall be allowed thirteen (13) days per year, with no loss of pay, to attend such delegate meetings. The granting of such leave shall be subject to the reasonable operating needs of the Employer.

Section 2 - Board of Director's Representative

CSEA's Board of Director's representative shall be permitted to attend, at no loss of pay, all Board meetings of CSEA, provided reimbursement for such Board of Directors meetings is made upon request of the employer from CSEA, Inc. CSEA will inform the Employer of the identity of its Board of Director's representative.

Section 3 - Grievance Representatives

Employees designated as the grievance representatives within each department shall be allowed to handle grievances of employees and to represent employees at all stages of grievance procedures with no loss in pay. Such representation shall not unduly interfere with any employee's performance of duties and should that occur, grievance handling may be scheduled during employee's free time, or after working hours.

Section 4 - Rules for Grievance Representatives

Functions and responsibilities of CSEA grievance representatives:

- They shall be employees of the County.
- Only those representatives certified to the Employer in writing will be recognized by the Employer as official representatives.
- They shall be subject to the same rules and regulations as other employees except as otherwise provided herein.
- They shall confine their activities to the department in which employed.
- The number of representatives shall not exceed one (1) per department, per shift, except that up to three (3) representatives per shift will be allowed in the Center for

Nursing and Rehabilitation, Department of Health, and Department of Social Services.

Section 5 - Officers and Representatives

Officers and representatives shall be afforded such time off without loss of pay as may be required for the performance of their duties in regards to the interpretation, application and enforcement of this contract.

Section 6 - Access to Employees

CSEA's Staff Representative and CSEA's Insurance Representative shall be allowed access to the membership during working hours provided no inordinate work interruption occurs.

Section 7 – County Board and Committee Meetings

The Employer shall provide the CSEA with copies of all agendas of all County Board meetings and Committee meetings in advance of those meetings. Upon request of the Unit President, the Employer shall provide the Unit President with copies of minutes from any such meetings.

If the CSEA Unit President believes that a matter on the public portion of an agenda for a County Board or Committee meeting directly involves a matter related to the interpretation, application and/or enforcement of a specific provision of this agreement (other than Article 2 [Management Rights]), and wishes to send a CSEA representative to that meeting, the Unit President or his/her designee shall submit a union leave request form as described in Section 8 of this Article, checking the box for “interpretation, application or enforcement of the collective bargaining agreement”, noting the specific contract section(s) involved and attaching a copy of the appropriate agenda with the agenda item(s) for which leave is sought circled. The Employer shall not unreasonably deny requests for paid union leave time. If the request is approved, one CSEA representative, designated by the CSEA Unit President, shall be allowed to attend the appropriate Board meetings and/or Committee meetings. If the meeting occurs during the representative's normal working hours, leave with pay shall be provided pursuant to Article 21, Section 5 of this agreement. It is understood that if the discussion of the matter for which leave is granted concludes at the meeting more than one hour before the end of the representative's normal working hours, the representative shall return to his/her job for the duration of his/her normal working hours.

If CSEA wishes to send a representative to a County Board meeting or Committee meeting in any other circumstances which would occur during the representative's normal working hours, that representative must submit a request for personal, vacation, floating holiday, compensatory or unpaid leave for such time, in accordance with this agreement.

Section 8 – Union Leave Requests

Requests for paid union leave will be made on the agreed upon union leave request form, a copy of which is attached to this agreement as Exhibit 1. The procedures for requesting union leave are set forth on that form. The Employer has the right to request additional information from the Unit President or the requestor if the form submitted by the CSEA member is not specific enough for the Employer to make a determination as to the appropriateness of the requested leave. The

Employer shall not demand the identification of specific employees who are meeting with CSEA representatives as a requirement for approval of union leave time. The Employer shall not unreasonably deny requests for paid union leave time. It is understood that only union officers, representatives and employees who are members of the CSEA full-time bargaining unit are eligible for paid union leave under the provisions of this Article.

Section 9 – Room Requests

If the CSEA wishes to use a room in a County facility for a meeting, it will make a request in advance to a non-bargaining unit management person of the facility where the meeting is proposed to be held, except that requests to use a room in a County facility that is normally made available to public groups should be made through the room request/reservation procedure(s) applicable to the location, as may be modified or amended from time to time.

It is agreed that the CSEA does not have the right to use any specific room or rooms at any specific time, and use of a specific room on a single occasion or multiple occasions is not precedent-setting.

The Employer will continue to respond to requests from the CSEA for use of County facilities for meetings promptly and in good faith, with the intent of providing an appropriate room for the requested use, with a further understanding that there may be circumstances where a suitable location is not available on the date and time requested.

The Employer will endeavor to provide suitable alternative arrangements if it is unable to accommodate a request for a specific meeting room, or a meeting room on the date and time requested. Due to meeting space limitations and other needs for meeting space in certain facilities, alternative locations may involve a different facility and/or alternative dates and/or times.

If the Employer denies a request, the Employer will provide a brief explanation for such, with the understanding that a room being “in use” is an appropriate reason for denying a request and that “in use” includes circumstances where the room is being used for other purposes, even though there may not be persons physically present in the room at the time requested.

Decisions made by the Employer regarding room requests shall be subject to the grievance procedure in this agreement up to and concluding with the decision of the County Administrator, which shall be final. Disputes shall not be subject to the arbitration provisions of this agreement.

ARTICLE 22 POSTING JOB VACANCIES

Section 1 - Posting Requirements

When a job vacancy (except in a Competitive Class Civil Service job) occurs in any job title listed in Article 30, Section 13 of this Agreement, notice of the vacancy shall be posted by the Employer at least ten (10) calendar days prior to the date on which said vacancy is to be filled. Said notice shall contain the job title of the vacant position, the department in which the position

is located, the minimum qualifications required for the position and the appointing authority. The notice shall be posted in all County departments.

Section 2 - Statement of Interest

Employees who wish to be considered for appointment to a vacant position shall submit a completed employment application for the position to the County Human Resources Department not later than ten (10) calendar days after the date on which notice of said vacancy was posted.

Section 3 - Filling Vacancies

This paragraph applies to non-competitive and labor class positions within the CSEA full-time employee bargaining unit. Vacant positions shall be filled by the Employer no sooner than ten calendar days after the date of the notice of the vacancy was posted. Posted jobs will be filled no later than sixty (60) calendar days after posting; or, if the job is not filled, a notice will be posted and sent to all bidders withdrawing the posting. The Employer shall be the sole judge of the qualifications of the employees who bid for the vacant position. The Employer shall select from among the three qualified bargaining unit applicants with the highest preferences as specified in Section 4 to fill the vacant position. If there are fewer than three qualified bargaining unit applicants but there is at least one, the Employer shall select from among the qualified bargaining unit applicants. The Employer may instead choose to leave the position vacant. All employees who applied for a vacant position will be notified in writing when the position has been filled.

The New York State Civil Service Law and Rules provisions will control the selection of an applicant to fill a vacant Competitive Class Civil Service position.

Section 4 - Preferences in Filling Job Vacancies

Preference in the filling of job vacancies among qualified employees (except those in the competitive class) will be awarded in the following manner:

- a. First preference shall be given to the most senior of the qualified bidders presently working within the department to whom the vacancy will result in a promotion.
- b. Second preference shall be given to the most senior qualified bidder whose transfer would result in a lateral transfer of the job title and pay grade.
- c. Third preference shall be given to the most senior qualified bidder whose transfer would result in a new job title but remain in the same pay grade.
- d. Fourth preference shall be given to the most senior qualified bidder.

Section 5 - Filling if no Bidders

If no employee applies for a posted vacant position or no bidder is considered qualified, the vacancy will be filled in any manner the Employer deems appropriate.

Section 6 - Temporary Appointments

Nothing in this Article shall prevent the Employer from filling a posted job on a temporary basis until the posting procedure is completed, and the selected employee can enter the posted job.

Section 7 - Civil Service Examinations

When a Civil Service Examination for Livingston County positions is held on employee's normal and regularly scheduled work day, such employee will be permitted time off with pay to attend and take such tests, provided the employee has at least six months of service at the time. Employees will be expected to be at work for all hours on such days except for the time necessary to attend and take such tests. The Employer will provide paid time off for up to two such tests per calendar year, however, an employee may take additional tests on his/her own time.

Section 8 - Informational Postings of Competitive Positions

The County Human Resources Department will cause to be posted for information purposes only with no right to bid all competitive class job vacancies in County positions, so that interested employees may indicate their interest to the Department Head in the area where the vacancy exists.

ARTICLE 23 GRIEVANCE PROCEDURES

Section 1 - Definition of Grievance

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 or interpretation of this Agreement, shall include all discipline or discharges by the Employer during its terms, and any claimed violation, misinterpretation or inequitable application of the existing laws, rules, procedures, regulations, administrative orders or work rules of a government or a department or agency thereof, which relate to or involve employee health or safety, physical facilities, materials or equipment furnished to employees or supervision of employees; provided, however, that such term shall not include any matter involving an employee's rate of compensation, retirement benefits, or any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law. Probationary employees as defined in Article 8 shall have no recourse to the grievance procedure when discharged or disciplined within their probationary period, except as otherwise provided in Article 8, section 2.

Section 2 - Substitution of Grievance Procedure: General Municipal Law

It is expressly understood and agreed by the parties that the grievance and arbitration procedure provided for in this article applies to and is intended as a substitute or an alternative for the grievance procedure which the employer previously adopted under the terms of Article 16 of the General Municipal Law and which is required by said law.

Section 3 - Substitution of Grievance Procedure: Civil Service Law

It is expressly understood and agreed by the parties that the grievance and arbitration procedure provided for in this Article applies to and is intended as a substitute or an alternative for any action permitted by or required of the Employer under any article of the State or Local Civil Service Law or Rules, dealing with the discipline or discharge of an employee regardless of their Civil Service status.

All issues or rights other than discipline or discharge arising under the Civil Service Law shall be resolved under that Law and shall not be considered grievances for purposes of this Agreement.

Section 4 - Grievance Procedure

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

Step 1 - The grievance shall be presented in writing by the aggrieved employee to his department head with or without his CSEA Representative, at the employee's option and within fifteen (15) working days from the date of knowledge of the cause or occurrence giving rise to the grievance. If discussion of the grievance with the department head does not result in resolution of the grievance, then within fifteen (15) working days of the Step 1 grievance decision or, if no response, within thirty (30) working days from submission of the grievance, whichever is earlier, all such grievances shall move to Step 2 below. For purposes of this Article and Article 24, working days shall be defined as Monday through Friday, excluding County holidays.

Step 2 - The aggrieved employee may submit his grievance to the County Administrator who within fifteen (15) working days after he receives the written grievance will convene a meeting between the aggrieved employee, his CSEA representative and the County Administrator and/or other representatives of the Employer, for the purpose of resolving the grievance. If the grievance is not resolved within fifteen (15) working days following said meeting, the grievance may be submitted to arbitration.

Section 5 - Advancement if Failure to Answer

Failure to give an answer within the specified time limits set out above shall automatically move the grievance to the next step.

Section 6 - Discipline or Discharge

Any claim that any employee covered by this agreement has been discharged or disciplined unfairly shall be processed in accord with this Article, and such employee's rights under this Agreement shall be limited to those provided by this Article.

Section 7 - Notice of Discipline

An employee against whom disciplinary action is taken shall receive a notice of the action and the reasons for it at least five (5) working days prior to Step 2 of the grievance procedure, or if the case is one which goes to arbitration immediately, then such notice will be given ten (10) working days after notice of arbitration is received by the Employer. The notice of disciplinary action, shall include a description of the alleged acts and conduct causing the discipline. In no event will the failure to deliver the notice provided for herein, or the contents of the notice be used in an arbitration hearing or by an arbitrator to limit the rights of either party. If notice is not delivered, CSEA has the right to demand said notice from the County Administrator. Should he

fail to deliver said notice within 24 hours, CSEA has the right to submit grievance directly to arbitration.

ARTICLE 24 ARBITRATION PROCEDURE

Section 1 - Request for Arbitration

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, then not later than fifteen (15) working days after a written decision is issued at the second step, or if no written decision is issued, not later than fifteen (15) working days after the time limits required by the steps in the grievance procedure for resolving the grievance have run, CSEA must notify the Employer in writing of its intent to submit the grievance to arbitration if it intends to pursue the grievance to arbitration. Such notice shall be mailed first class mail by CSEA to the Employer's County Administrator with a copy to the Director of Human Resources. CSEA shall have thirty (30) calendar days from the date of such notice to request a list of seven (7) arbitrators from the Public Employment Relations Board panel, from which the Employer and CSEA shall select an arbitrator by striking names alternately until one (1) remains who shall be designated as the arbitrator for the grievance in question. If dissatisfied with the original list, each party has the right to request up to two additional lists. Compliance with the time limits for submitting a notice of intent to arbitrate and a request for an initial list of arbitrators shall be a condition precedent to arbitration. Failure to submit a notice of intent to submit a grievance to arbitration or request a list within the specified time shall thus bar the grievance from proceeding to arbitration. Once an arbitrator is selected, the parties shall request an arbitration date and shall make a good faith effort to process the grievance in a timely manner.

Section 2 – Parties to Arbitration

Notwithstanding anything in Article 4, Article 23, or this Article, an employee may only be represented in grievance and arbitration proceedings by a CSEA local/staff representative or CSEA appointed attorney.

Section 3 - Authority of Arbitrator

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

Section 4 - Grievances Presented to Arbitrator

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

Section 5 - Back Pay Awards

All awards of back pay shall be limited to the amount of wages the employee(s) would have earned from his employment with the employer, less any other compensation for personal services or unemployment insurance that the employee has received from any source during said period.

Section 6 - Decision of Arbitrator

The decision of the arbitrator shall be final and binding upon the parties. The fees and expenses of the arbitrator and the costs of hearing room shall be shared by the employer and CSEA. 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 the expense of witnesses or participants called by the other.

ARTICLE 25 SENIORITY

Section 1 - Application of Article

The whole of this Article shall apply only to the non-competitive and labor class employees of Livingston County, except as specifically provided in Section 2 of this Article. Seniority for competitive class employees shall be determined according to Civil Service Law. There shall be no seniority among probationary employees. Seniority for employees covered by this Agreement means an employee's length of continuous service with the Employer since his last date of hire with Livingston County.

Section 2 - Termination of Seniority

An employee's continuous service and all of his seniority rights shall be terminated by any of the following:

- a. Voluntary quit;
- b. Discharge;
- c. Retirement;
- d. Failure to report for work three (3) consecutive working days without prior notification to the Employer of reasons for such absence shall be considered a voluntary quit beginning the first day of such absence;
- e. Failure to return from an approved leave of absence on the scheduled date of return;
- f. Has been laid off for a period of six (6) consecutive calendar months;
- g. Has been on a sick leave, paid or unpaid for a period of twelve (12) consecutive calendar months; or
- h. Fails to report to work on the agreed date of a recall from layoff.

Items d, e and g of this Section shall also apply to employees in the competitive class.

Section 3 - Layoff

In the event that it becomes necessary to lay off employees for any reason, they shall be laid off first in the department to which they are assigned by job title within that department in inverse order of their seniority with the Employer.

Section 4 - Recall

Employees who are laid off from non-competitive or labor class titles shall have their names placed on a contractual preferred list for a period of four years from the date of the lay off. Persons on such lists shall be entitled to recall rights as described herein.

Employees in a layoff status shall be recalled from layoff within their department on the basis of their seniority within their job title. Notice of recall shall be sent to the employee's last known address by certified mail. If the employee fails to notify his department head within five (5) calendar days after receipt of mailing of such notice of recall that he intends to return to work, such employee shall be deemed to have quit. It shall be the laid off employee's obligation to inform the Human Resources Department in writing of any address changes during the term of the preferred list. Failure to deliver the notice of recall because of an employee's failure to notify the Human Resources Department of an address change or due to the employee failing to accept the mailing shall relieve the Employer of any obligation to recall the employee.

After giving such notice of intent to return, if the employee fails to be available within ten (10) calendar days after the mailing of such recall notice such employee shall be deemed to have quit.

The provisions of the above paragraph shall apply unless the Employer and the employee have agreed upon a date for return to work at the time the layoff occurred. In that event the employee, if he fails to report to work on such agreed date, shall be deemed to have quit.

No new employees shall be hired into a job title until all employees who are on layoff status from that job title have been offered recall.

Section 5 - Seniority for Same Date Hires

If two or more employees are hired or appointed on the same date, their relative seniority shall be determined by the last four (4) digits of their social security numbers, with the lowest number indicating the highest level of seniority.

Section 6 - Special Starting Wages

Any person hired by the County who does not have experience in a particular position shall not be given a salary or hourly wage which exceeds the starting salary or hourly wage unless deemed appropriate by the Employer.

Section 7 – Wages and Benefits for Persons Rehired Following Lay Off

Employees who are laid off from this bargaining unit by the Employer and who are subsequently rehired to this bargaining unit within a four-year period shall be entitled to the following treatment upon rehire:

- a. Date of Hire. The date of hire shall be the date of hire used for the employee by the Employer immediately preceding his/her lay off. This date shall be the employee's seniority date and shall be used for the calculation of wages and benefits.
- b. Probationary Period. For competitive class employees, the probationary period shall be as provided by Civil Service Law. For all other employees, the probationary period shall be as defined by this agreement. If the employee successfully completed probation prior to his/her lay off, no further probationary period shall be required. If

the employee did not successfully complete probation prior to his/her lay off, the employee must serve a probationary period.

- c. Sick Leave. If the employee had sick time in his/her accrual account prior to lay off, such time shall be reinstated to him/her.
- d. Personal Leave. Prorated personal leave time shall be accrued on January 1st.²
- e. Floating Holidays. Floating holidays will be accrued on January 1.
- f. Vacation. Prorated vacation will be accrued on the employee's anniversary date.
- g. Health Insurance. If the employee was eligible for health insurance benefits prior to lay off, the employee will be eligible after rehire on the first of the month following one full month of employment, or at an earlier date if necessary in order to avoid possible Affordable Care Act penalties associated with the failure to offer coverage. If the employee was not eligible for health insurance benefits prior to lay off, the employee will be eligible for health insurance after rehire as provided by this agreement for new employees. The employee's contribution level toward the cost of insurance shall be based upon his/her date of hire as described in paragraph a of this section.
- h. Wages. If the employee is rehired to a title having the same grade as held immediately prior to the lay off, the employee's wage will be at the same grade and step held immediately prior to lay off. If the employee is rehired to a title having a different grade from the position held immediately prior to lay off, the employee's wage will be calculated using the promotion/demotion wage provisions of this agreement. The "current" wage used in these calculations shall be the wage which is at the same grade and step as held immediately prior to the layoff. Longevities will be calculated based upon the date of hire.

²Proration of benefits shall be calculated as follows:

Number of calendar days on payroll during the year ÷ 365 = Percentage of year worked
Percentage of year worked x Normal benefit hours = Prorated benefit hours

ARTICLE 26
SHIFT DIFFERENTIAL

Section 1 - Shift Differential Rates

Employees assigned to the 1st shift shall be paid their regular hourly wage.

Employees assigned to the 2nd shift shall be paid their regularly hourly wage plus one dollar (\$1.00) per hour.

Employees assigned to the 3rd shift shall be paid their regular hourly wage plus one dollar and fifty cents (\$1.50) per hour.

Section 2 - Application of Shift Differential

Shift differential shall be paid for each hour worked at the above rates unless the hours are overtime hours as defined in Article 30, Section 6. If the hours are overtime hours, shift differential shall be paid at one and one half times the rates specified in Section 1 of this Article. Shift differential shall be paid for all hours for which an employee is paid but does not work, i.e., vacation, provided the employee is still assigned to that shift.

Section 3 - Shift Preference for Vacant Positions

- a. In departments which do not rotate shifts, shift preference shall be granted only when a vacancy occurs within the job classification and such preference will be granted on the basis of seniority to employees in the vacant classification and who are in the department in which the vacancy occurs.
- b. At the Emergency Medical Services Department Shift preference will be granted to the most senior employee who expresses an interest in the vacant shift pursuant to departmental procedures if that employee's current shift hours are different from those of the vacant position. The preference applies to schedules involving shifts at different times of the day, and does not apply to schedules that involve the same times of day but different days of the week.

Section 4 – Shifts Specific to Departments

- a. Shifts at the Emergency Medical Services Department are as follows:
 - 1st shift: 7:00 am to 3:00pm
 - 2nd shift: 3:00pm to 11:00pm
 - 3rd shift: 11:00pm to 7:00 am
- b. Nursing Shifts at the Center for Nursing and Rehabilitation are as follows:
 - 1st shift: 6:00am to 2:00pm
 - 2nd shift: 2:00pm to 10:00pm
 - 3rd shift: 10:00pm to 6:00am

**ARTICLE 27
PAYROLL DEDUCTIONS**

The employer may afford payroll deduction for a credit union, a deferred compensation plan, a flexible spending account plan, United Way contributions and direct payroll deposit.

**ARTICLE 28
SENIORITY LIST**

The employer shall provide to CSEA within fifteen (15) days of January 1st of each year, a seniority roster by department of all employees.

**ARTICLE 29
LONGEVITY INCREMENTS**

Section 1 - Eligibility

All employees shall be entitled to longevity increments each five (5) years of continuous service at their fifth, tenth, fifteenth, twentieth, twenty-fifth, thirtieth, and thirty-fifth anniversary dates, as provided in the Longevity column of the rate schedule.

Section 2 - Effective Date of Longevity

Longevity compensation as provided in this Article shall become effective on the date which qualifies the employee for the longevity compensation. For example, if the employee becomes eligible for longevity compensation based upon five years of continuous full-time bargaining unit service, the longevity compensation shall take effect on the fifth anniversary of the employee's date of hire as a permanent, full-time employee within this bargaining unit.

**ARTICLE 30
PAY AND WORK WEEK**

Section 1 - Work Week

The basic work week shall be thirty-five (35) and forty (40) hours or as currently established. The basic work week for employees working in the Information and Technology Services department shall be forty (40) hours. Any changes will be by mutual agreement.

The remaining provisions of this section shall apply to the Highway Department only:

- a. Work Schedules - All Highway Department employees assigned to the road construction and maintenance crews, engineering, sign shop and automotive shop, except Road Maintenance Supervisors, Road Construction Supervisors, Bridge Construction Supervisors, Shop Managers, Automotive Mechanics and Automotive Mechanic Helpers shall be regularly scheduled to work forty (40) hours per week, ten (10) hours per day, Monday through Thursday. However, from October 1 through March 31 the Highway Department may establish two (2) forty (40) hours per week, ten (10) hours per day work schedules for these employees as follows: (1) Monday through Thursday, and (2) Tuesday

through Friday. Schedules for these employees shall be awarded by seniority. The County may schedule Road Maintenance Supervisors, Road Construction Supervisors, Bridge Construction Supervisors, Shop Managers, Automotive Mechanics and Automotive Mechanic Helpers to work a basic work week of Monday through Thursday or Tuesday through Friday as needed. These assignments shall be made based upon need as determined by the County, not by seniority, with two weeks advance notice except in an emergency. It is mutually agreed that no other schedule changes shall occur in the Highway Department without the mutual consent of the Employer and CSEA.

Shop Managers, Automotive Mechanics and Automotive Mechanic Helpers regularly scheduled to work on Fridays shall not be required to perform work other than duties involving automotive maintenance and/or repair at any location where directed and other duties performed in the automotive shop and/or at the Highway Department property. In the case of an emergency which necessitates utilizing such employees for other purposes, such employees may be required to perform other work.

b. Compensation

Time and one-half the employee's regular hourly rate shall be paid for all hours worked in excess of forty (40) hours per week. All paid absences, including but not limited to sick leave, personal leave, etc., shall count as time worked in the computation of overtime.

c. Leave Accruals

Accruals for time off (personal leave, vacation and sick time) shall be accrued based upon a forty (40) hour work week and shall be credited in the same manner as all other forty (40) hour CSEA employees.

For those Highway Department employees who have accrued more than the minimum number of leave hours allowed under this agreement as hours are used, no additional accruals will be granted until the correct accrual levels are reached.

d. Holidays - Holidays will be paid based on the hours scheduled to work that day. For employees working a Monday through Thursday schedule, holidays falling on Friday, Saturday or Sunday shall be celebrated on the following Monday. For employees working a Tuesday through Friday schedule, holidays falling on Saturday, Sunday, or Monday shall be celebrated on the preceding Friday.

e. Bereavement Leave - Bereavement leave will be paid based upon the hours the employee is scheduled to work that day.

f. Assignment of Extra Work - When extra work (beyond forty (40) hours) is necessary and available, such work shall be offered as follows:

i. If the work occurs on a regularly scheduled work day (e.g. Monday – Thursday, April through September), it will be offered:

1. First to bargaining unit employees of the Highway Department who are assigned to work at the work site where the extra work is to be performed whose job title and job description include such work or work of similar character; then
 2. Second to bargaining unit employees of the Highway Department who are assigned to work at the work site where the extra work is to be performed and who are qualified to perform such work as determined by the County Highway Superintendent, or his/her designee, in his/her discretion³; then
 3. Third if there are no such employees or none who are offered accept the offer of such work, then the department may assign such work in its discretion which includes the right to assign the work to non-bargaining unit workers.
- ii. If the work occurs on any other day (e.g. Friday - Sunday, April through September), it will be offered:
1. First to bargaining unit employees of the Highway Department who are assigned to work at the work site where the extra work is to be performed and whose job title and job description include such work or work of similar character, or if there are no employees assigned to the work site then to bargaining unit employees of the Highway Department whose job title and job description include such work or work of similar character; then
 2. Second if there are no such bargaining unit employees of the Highway Department or none who are offered accept the offer of such work, then the department may assign such work in its discretion which includes the right to assign the work to non-bargaining unit workers.
- g. Snow Crews - The County Highway Superintendent may at his discretion assign snow crews from the highway crews for second and third shifts of forty (40) hours per week with a paid one-half (1/2) hour lunch break within the regularly assigned hours. These crews to work a five (5) day week.
- i. Snow Crew Volunteers. Before making snow crew assignments, the County will survey the employees listed in paragraph 3 to seek volunteers to work the snow crew for the entire winter snow crew season. Two or more of these employees may volunteer together to cover one snow crew position for the season so long as they provide clear information and a commitment regarding the portion of the season each will work. A volunteer may be rejected by the County Highway Superintendent, in his discretion, if: (1) if the volunteer has been disciplined (reprimanded or suspended)

³ Decisions made by the County Highway Superintendent, or his/her designee, pursuant to this paragraph regarding an employee's qualifications shall be subject to the grievance procedure in this agreement up to and concluding with the decision of the County Administrator, which shall be final. Such disputes shall not be subject to the arbitration provisions of this agreement.

within the preceding 12-month period, even if there is a pending grievance relating to the discipline or (2) the County Highway Superintendent determines that the employee is needed to perform his regular job duties on his regular shift throughout the winter snow crew season⁴. At no time shall there be more than one snow crew member without at least a class B New York State commercial driver's license unless approved by the County Highway Superintendent in his sole discretion.

- ii. Snow Crew Assignments. If the snow crew cannot be fully staffed through volunteers, the remaining snow crew positions will be staffed by the use of a two-week rotation schedule. The employees will select the two-week period they wish to work. Conflicts will be resolved by awarding two-week periods on the basis of seniority. Employees in titles listed in paragraph 3 below may be assigned to work two weeks on the snow crew. In the event that it becomes necessary to have some employees work more than one 2-week assignment, each second 2-week assignment will be scheduled first with volunteers from employees in job titles listed in paragraph iii, below. If sufficient volunteers are not available, remaining 2-week assignments will be made by assigning employees in job titles listed in paragraph 3 for the remainder of the season in order of inverse seniority. Employees will not be involuntarily assigned to a third 2-week assignment until all employees in job titles listed in paragraph iii, below have worked a second assignment. If third 2-week assignments become necessary, the positions will be filled in the same manner as positions were filled for the second 2-week assignments. At no time shall there be more than one snow crew member without at least a class B New York State commercial driver's license unless approved by the County Highway Superintendent in his sole discretion.

- iii. Titles Assigned to Snow Crew. All employees in the following job titles will be subject to assignment to the snow crew if they are in active work status (e.g. not on a leave of absence):
 - Automotive Mechanic,
 - Automotive Mechanic Helper,
 - Bridge Construction Supervisor,
 - Engineering Aide,
 - Engineering Technician,
 - Motor Equipment Operator I,
 - Motor Equipment Operator II,
 - Motor Equipment Operator III,
 - Road Construction Supervisor,
 - Road Maintenance Supervisor,
 - Road Maintenance Worker,
 - Senior Sign Technician,
 - Sign Shop Technician,
 - Welder Fabricator, and
 - Working Foreperson.

- iv. Withdrawal of Volunteers. A volunteer may only withdraw if he/she finds a permanent replacement for the time period originally committed to by him/her who is acceptable to the County Highway Superintendent.

⁴ This shall not affect that employee's short term assignment(s) to the snow crew as provided in paragraph 2.

- v. Time Off for Snow Crew Employees. Employees may not take prescheduled time off during a two-week assignment to the snow crew, unless they find a substitute acceptable to the County Highway Superintendent.
- vi. Tuesday –Friday Replacements. During weeks an employee who is in a job title listed in paragraph 3, and normally works a Tuesday through Friday schedule is working the snow crew, the County Highway Superintendent will solicit volunteers for that week to temporarily cover the Tuesday through Friday schedule. If there are insufficient volunteers, the County Highway Superintendent shall temporarily reassign an employee in a job title listed in paragraph 3 to the Tuesday through Friday schedule for that week by inverse seniority.
- h. Hazardous Materials CDL License Endorsement - Employees who are required by the County as a condition of employment to maintain a hazardous materials endorsement as a part of their commercial driver’s license shall be eligible for reimbursement of the cost of such endorsement from the County at the time an employee renews his/her hazardous materials endorsement. The reimbursable costs include the cost of background check and fingerprinting, the DOT physical and the DMV fee. An employee seeking reimbursement shall complete and submit a County Claim Submittal Form in the form prescribed by the County to request reimbursement. The employee shall also submit proof from the New York State Department of Motor Vehicles of the renewal with the employee’s hazardous materials endorsement. Such request and proof shall be submitted by the employee to the County Highway Superintendent no later than sixty (60) days following endorsement renewal. The County Highway Superintendent shall promptly submit the claim for payment.

Section 2 - Pay Day

The pay day shall be every other Friday unless unusual circumstances should occur. All employees shall participate in Employer’s direct deposit program, and compensation shall be delivered to them by direct payroll deposit into their designated individual bank accounts. Such accounts shall be located at banks which participate in Employer’s direct deposit program.

Section 3 - Notification of Wage Changes

When there is any change in salary or pay rate on January 1st of any year, each employee shall be supplied by the employer with written notification of his grade, step, salary and hourly rate.

Section 4 - Wages upon Promotion or Demotion

Promotional placement shall be made so that the step in which an employee is placed will be at the next greater step following a rate computed by adding the increment of the new position to employee’s previous rate, except when the computed rate equals an existing step in the new grade then the employee’s rate shall be that step.

Demotions shall be made by moving the employee to the step in the grade of the job to which they are demoted that is the closest to the hourly rate they now earn but which does not result in a wage increase.

Section 5 - Call In Pay

An employee who is called in to work on a non-work day shall receive a minimum of four (4) hours pay at his overtime rate. An employee who is recalled to work after completing his regular work shall receive a minimum of four (4) hours pay at his overtime rate. However, if an employee is called in or recalled prior to the start of his regularly scheduled work shift, and remains at work for that shift, the employee shall be paid only for those hours worked.

Employees who are called in to work are entitled to call in pay regardless of whether the work is voluntary or mandatory. An employee who is pre-scheduled to report to work early on a regular work day is not entitled to call in pay. "Voluntary" as used in this paragraph means the employee may refuse or accept the request to work. "Mandatory" as used in this paragraph means the employee is required to work. "Pre-scheduled" as used in this paragraph means the employee is provided with notification of the work by the end of the employee's shift on the immediately preceding work day or twenty-four hours in advance of the start time of the work in question, whichever occurs last.

Section 5A - On-Call Pay

Employees who are required to be on-call at a time outside their active work periods, shall receive the on-call designation for each such day and be compensated in accordance with the following:

a. Social Services Caseworkers and Supervisors

Day	Group 1 Employee	Group 2 Employee
Weekday	\$40	\$35
Weekend days	\$55	\$50
Regular Holidays	\$75	\$65
Special Holidays	\$115	\$105

Group 1 employees are: Case Supervisor (Grade B) employees, Senior Caseworkers, Caseworkers with ten (10) years of experience, and Caseworkers with five (5) years of experience in Child Protective Services. Group 2 employees are: Caseworkers who have completed "Common Core" training, Child Protective Services On-call training, or equivalent training. Special holidays are: New Year's Day, Independence Day, Thanksgiving Day and Christmas Day. Regular holidays are the remaining set holidays specified in this agreement (not including floating holidays).

- b. **Other employees** - All other employees ("others") will be paid pursuant to the following table. Holidays shall be those days specified as holidays in this agreement (not including floating holidays).

Day	Rate
Weekday	\$35
Weekend days	\$50
Regular Holidays	\$65
Special Holidays	\$105

“Regular Holidays” and “Special Holidays” shall mean the same as defined in paragraph A of this Section.

- c. **On Call Definitions** - The following definitions apply only to the on call provisions of this Agreement.

“*On call*” means the employee is not scheduled to actively work but the employee is required by the Employer to keep him/herself available during a specified period of time to report to active duty promptly upon the Employer’s request. A period of on call begins and ends at times designated by the employee’s department head and is not terminated solely by the employee’s performance of work duties away from the Employer’s work site at the Employer’s request or by a “call in” during the period of on call.

“*Active work periods*” are times the employee is authorized and directed by the Employer to perform his/her work duties for the Employer other than those periods of work described in the definition of “on call.” This includes scheduled work periods and any extensions of same that do not fall within the definition of “call in.”

“*Weekdays*” are defined as Monday through Friday excluding County holidays.

“*Weekend days*” are defined as Saturdays and Sundays excluding County holidays.

“*Holidays*” are defined as the holidays specified in Article 15, §1 of this agreement, excluding floating holidays. On call pay for holidays shall be provided on the actual date of the holiday, not the date on which it is celebrated per Article 15, §3 of this agreement, if the dates differ.

“*Day*” is defined as the date on which the on call duty begins.

Section 6 - Overtime and Compensatory Time

Overtime shall be paid at one and one-half (1 1/2) times the employee’s regular hourly rate of compensation for all hours over forty (40) per week. There shall be no pyramiding of overtime.

All paid absences including but not limited to sick leave, personal leave, etc., shall count as time worked in the computation of overtime.

All overtime provided to bargaining unit members shall be as equally distributed as possible among the employees within a department and same job title. If a department is divided into separate, clearly defined sub-departments or units, the distribution of overtime shall be within such divisions. Characteristics of sub-departments or units would be one or more of the following: (1) has its own chain of command distinct from other divisions with the exception of top level departmental management, (2) has its own distinct service area separate from other divisions, (3) is a separate unit for purposes of seniority vacation requests, (4) has distinct, separate funding sources, (5) operates, for the most part, independent of other divisions, and/or (6) has similar distinct characteristics that define it as a specific division.

Compensatory time off in lieu of overtime compensation shall not be allowed except for those employees working past their normal work week of thirty-five (35) hours. The maximum amount of compensatory time that may be accrued by such employees in one week is five (5) hours.

An employee's accumulated compensatory time shall never exceed two of his or her regularly scheduled work weeks.

Compensation or compensatory time off shall be granted at the discretion of the Employer. If compensatory time is granted it shall be taken at a date mutually agreeable to the employee and appropriate Department Head.

All compensatory time is accumulated and may only be taken at straight time, that is one hour of overtime equals one hour of work time equals one hour of compensatory time, unless otherwise required by FLSA.

Section 7 - Wage Grade for New Positions

When a new job is created, it shall be placed by the Employer in a reasonably comparable existing grade in Section 13 with written notice to the President of CSEA. If the CSEA disagrees with such placement, they may grieve but the resolution of such grievance, including a resolution in arbitration, shall be limited to placement of the job within the grades contained in Section 13 of this Article.

Section 8 - Annual Salary Increments

Annual salary increments shall be effective on January 1st. All employees must be on the payroll six (6) months after being hired by the employer to receive an annual increment. Employees who are promoted or demoted to a different pay grade after September 30th of any year shall not be eligible to receive an annual increment on the January 1st immediately following the aforementioned date, but shall be eligible the following year.

Section 9 - Wage Increases

Retroactive to January 1, 2023, all employees on the payroll as of the date this agreement is fully executed shall have their wages adjusted and be paid in accordance with the attached rate schedule for 2023. The 2023 rate schedule reflects a two dollar per hour (\$2.00) increase of the 2022 rate schedule and also eliminates the “new hire” rate of pay. Employees entitled to increments shall receive those increments in addition to the general increase.

Effective January 1, 2024, wages shall be increased by three (3%) across the board applied to the rate schedule in effect on December 31, 2023. Employees entitled to increments shall receive those increments in addition to the general increase.

Effective January 1, 2025, wages shall be increased by three (3%) across the board applied to the rate schedule in effect on December 31, 2024. Employees entitled to increments shall receive those increments in addition to the general increase.

Effective January 1, 2026, wages shall be increased by three (3%) across the board applied to the rate schedule in effect on December 31, 2025. Employees entitled to increments shall receive those increments in addition to the general increase.

Effective January 1, 2027, wages shall be increased by three (3%) across the board applied to the rate schedule in effect on December 31, 2026. Employees entitled to increments shall receive those increments in addition to the general increase.

Section 10 - Weekend Work

The County will make reasonable efforts to give employees assigned to the 4:00 p.m. to midnight and midnight to 8:00 a.m. shifts in all departments, every other weekend off, except in the boiler room where requests for weekends off will be given consideration but will be related to the availability of substitutes. Nothing in this Section shall be interpreted to mean that the County is required to give such employees every other weekend off.

Section 11 - New Hires

All new employees will be paid the “Base” rate shown on the rate schedules except as provided within this section and in Article 34.

- a. All full-time Nursing Assistants, Nursing Assistant – Transport, Charge Nurses, Registered Professional Nurses, Charge Nurses (License Practice Nurses), and Licensed Practical Nurses employed in the County’s Center for Nursing and Rehabilitation will be placed on Step 1 of the appropriate title’s grade under Article 30, Section 13, of this Agreement.
- b. The Employer in its sole discretion may elect to place a new employee at Step 1, 2, 3, 4 or 5 with the approval of the Department leader (e.g. Director of Long Term Care, Commissioner of Social Services, County Treasurer, Director of the Office for the Aging, etc.) and the County Administrator. A new employee’s prior employment history and experience shall be a factor in the decision to place an employee above the “Base” rate. The Employer will provide notice to the CSEA local President of any newly hired employee placed above the “Base” rate.

Section 12 - Temporary Assignments

Employees who are temporarily assigned to perform the duties of a job classification which is different than their own for a period in excess of ten (10) consecutive working days, will be paid the rate of the classification to which they are temporarily assigned, if the pay for such classification is higher. Such higher pay will begin no later than the eleventh day. The pay rate for the temporary promotion will be calculated as presently described in Article 30, Section 4. If the temporary classification is in a lower pay grade, there shall be no reduction of pay during the temporary assignment.

The application of Paragraph 1 above shall not be grievable or arbitrational under this agreement, but a complaint may be filed with the Department Head, with a copy to the Director of Human Resources.

No employee shall be promoted or demoted to a temporary assignment under this agreement that does not meet the qualifications of the position.

Upon the completion of the temporary assignment, the employee will be reinstated to their permanent position at the rate of pay they were receiving prior to the assignment, unless rate change would have occurred had the employee not taken the temporary assignment (longevity, across the board percentages, etc.).

Section 13 – Job Titles and Wage Grades

Grade	Title
1	
2	Cleaner Clerk Clerk/Typist Food Service Helper
3	Custodial Worker Data Entry Machine Operator Trainee Laundry Worker Neighborhood Assistant Personal Care Aide Seamstress Supply Clerk Tax Map Technical Aide
4	Activities Aide Certified Nursing Assistant Trainee Clinical Aide Data Entry Machine Operator Hairdresser Home Health Aide Nursing Team Assistant – Home Health Aide Nutrition Aide

	Pharmacy Aide Telephone Operator
5	Assistant Dog Control Officer Courier Senior Cleaner
6	Account Clerk Custodian Groundskeeper Stenographer
7	Account Clerk/Typist Audit Clerk Building Maintenance Person Deputy Historian Laborer Medical Typist Outreach Worker Outreach Worker – Spanish Speaking Probation Assistant Records Inventory Clerk Road Maintenance Worker Scheduler Senior Clerk Senior Typist
8	Automotive Mechanic Helper Clerk to Board of Elections Index Clerk Motor Vehicle Clerk
9	Baker Case Management Aide Cook Eligibility Clerk Home Energy Assistance Examiner (effective on the first day of the pay period 30 days following execution of this agreement) Licensed Practical Nurse (until change to grade 10 is effective) Motor Equipment Operator I (until change to grade 10 is effective) Nursing Team Assistant Nursing Assistant Nursing Assistant – Transport Real Property Tax Service Aide Senior Account Clerk Senior Account Clerk/Typist Winterization Aide

10	Administrative Secretary Engineering Aide Home Energy Assistance Program Supervisor Medical Billing Specialist Mobile Work Crew Supervisor Motor Equipment Operator I Principal Clerk Principal Typist Senior Index Clerk Senior Motor Vehicle Clerk Senior Stenographer Sign Shop Technician Veterans Service Officer Workforce Development Assistant
11	Building Maintenance Mechanic Certified Occupational Therapy Assistant Head Cook Licensed Practical Nurse Mechanical Drafter Motor Equipment Operator II Physical Therapist Assistant Public Health Technician Security/Safety Officer Senior Legal Typist Senior Medical Billing Specialist Senior Sign Technician Sewage Plant Maintenance Person Social Welfare Examiner Support Investigator Water/Wastewater Maintenance Person Winterization Foreperson
12	Charge Nurse (Licensed Practical Nurse) Clinic Support Specialist Housekeeper Housing Assistance Representative Motor Vehicle Supervisor Painter Public Health Assistant Senior Building Maintenance Mechanic Senior Social Welfare Examiner Senior Support Investigator Sewage Treatment Plant Operator Trainee Title Searcher Water Treatment Plant Operator Trainee Wastewater Treatment Plant Operator Trainee

	Working Foreperson
13	Admissions Support Coordinator Advanced Life Support Technician Aging Services Caseworker Assistant Automotive Mechanic Carpenter Caseworker Trainee Dietetic Services Supervisor Economic Development Assistant Electrician Employment and Training Counselor HVAC Systems Supervisor Legal Assistant Mental Health Social Work Aide Motor Equipment Operator III Planning Assistant Plumber Probation Officer 1 Trainee Public Health Educator Senior Public Health Technician Sewage Treatment Plant Operator Wastewater Treatment Plant Operator Water Treatment Plant Operator Welder/Fabricator
14	Admissions Coordinator Administrative Assistant Bridge Construction Supervisor Caseworker Coordinator of Volunteer Services Emergency Medical Shift Supervisor Engineering Technician Family Planning Coordinator Hospice Volunteer Coordinator Legal Administrative Assistant Micro Computer Training Coordinator Probation Officer 1 Psychiatric Social Work Assistant Public Health Sanitarian Road Construction Supervisor Road Maintenance Supervisor Senior Computer Services Assistant Social Work Assistant Supportive Case Manager

15	Accounting Supervisor (Grade B) Administrative Officer Community Services Specialist Coordinator – Child Support Unit County Assessor Employment and Training/Youth Bureau Coordinator Energy Programs Supervisor Housing Programs Coordinator Intensive Case Manager Payroll Specialist Principal Account Clerk Principal Social Welfare Examiner Probation Officer 2/Senior Probation Officer Public Health Specialist Senior Caseworker Senior Public Health Educator Senior Sewage Treatment Plant Operator Senior Social Work Assistant Senior Tax Map Technician Senior Wastewater Treatment Plant Operator Welfare Management System Coordinator Workforce Development Services/Youth Bureau Coordinator
16	Accountant Case Supervisor – Grade B Data Management Analyst Data Systems Specialist Disease Control and Preparedness Specialist Forensic Mental Health Therapist Hospice Services Coordinator Mental Health Licensed Therapist Recruitment Specialist Registered Professional Nurse Senior Employment and Training Coordinator Senior Engineering Technician Senior Public Health Sanitarian Shop Manager Staff Development Coordinator Transportation Broker WIC Program Nutritionist

17	Case Management Supervisor Charge Nurse Community Mental Health Nurse Computer Training Coordinator/Operator Economic Development Specialist Housing Rehabilitation Specialist Mental Health Clinical Therapist Network Administrator Occupational Therapist Physical Therapist Planner Probation Supervisor 1 Programmer Registered Physician Assistant Speech Pathologist
18	Public Health Social Worker Senior Planner Solar Coordinator
19	Case Supervisor (Grade A) Mental Health Clinical Supervisor Mental Health Services Coordinator Pharmacist Supervising Social Worker

Section 14 – Emergency Medical Services Specialty Differential

Emergency Medical Services department employees in patient care titles will be eligible for a wage differential if are approved by the Emergency Medical Services Director, in his/her sole discretion, to provide specialty care transports for the department. (It is understood that an employee will not be approved to perform such transports until he/she has successfully completed appropriate training, been approved by the regional Medical Director to perform such transports, and has demonstrated competency to perform such transports to the satisfaction of the Emergency Medical Services Director.) Following such approval, the employee will be eligible for the differential beginning on the first day of the next pay period. The differential will be twenty five cents (\$0.25) per hour and shall be applied to all paid hours. The employee must participate in all training and/or testing required by the regional Medical Director and/or the Emergency Medical Services Director to maintain competency and/or demonstrate continuing competency to perform specialty care transports. In the event an employee fails to comply with these requirements and/or demonstrates a lack of competency to perform such transports, the Emergency Medical Services Director, in his/her sole discretion, may rescind his/her approval for the employee to perform specialty care transports. If the employee loses approval to perform such transports, he/she will no longer be eligible for the specialty care transport differential, and the differential will be discontinued effective on the last day of the pay week during which approval is rescinded.

ARTICLE 31 LEAVE OF ABSENCE

Section 1 - Eligibility for Contractual Leave

The Employer may authorize leaves of absence with or without pay for a period or periods not to exceed one (1) year for the following purposes: attendance at a college, university, or business school for the purpose of training in subjects related to the work of the employee and the Employer, maternity/paternity leave to care for a newborn or newly adopted child, or for other urgent personal business.

Section 2 - Leaves for Disability

Upon application of an employee, the employer will authorize a physical disability leave of absence. An employee may use sick leave for days during this leave on which they are physically unable to work.

Section 3A.- Requests for Leave

If an employee will be absent for more than two consecutive weeks (14 calendar days), the employee must submit a written request for a leave of absence to the respective Department Head for review and approval. In addition, if a leave is for a purpose covered by the Family and Medical Leave Act the employee must submit a request for Family and Medical Leave to the County Human Resources Department. All requests shall be submitted in writing stating the reason for the requested leave and the date when the requested leave is to begin and end.

Section 3B. - Civil Service Leaves of Absence

Requests for leaves of absence as provided by Civil Service Law, shall be submitted to the respective Department Head and the County Administrator for review and approval. Should the leave of absence be disapproved, the employee may meet with the County Administrator to appeal this decision. All requests shall be submitted in writing stating the reason for the requested leave and the date when the requested leave is to begin and end.

Section 4 - Failure to Return to Work

Failure to return to work by an employee who has been granted a leave of absence on the date designated for return to work shall be deemed to be a resignation of employment with the Employer.

ARTICLE 32 JURY DUTY

Employees covered by this agreement who are selected for jury duty shall receive paid leave, not to exceed ten (10) working days annually, when attendance as a juror is required by the court on regularly scheduled working days of the employee. A full day's pay for each day of jury service will be paid if the employee does not work his/her full shift. Employees on such leave will remit to the Employer all remuneration received for jury duty service, with the exception of moneys paid for the reimbursement of travel and parking. Employees requesting payment for jury duty must notify their supervisor immediately upon receipt of a subpoena for jury duty as a condition

of payment. An employee summoned to jury duty will cooperate with the Employer in a request for deferral of or excuse from jury duty whenever, in the Employer's judgment, such request is appropriate. An employee on jury duty shall report to work whenever his presence for jury duty is not required during his normal working hours.

ARTICLE 33 DRUG AND ALCOHOL TESTING

Section 1 - Substances. Employees may be tested for: alcohol, cocaine, marijuana, opiates, amphetamines, phencyclidine, methamphetamine, methylenedioxymethamphetamine and any other substances for which testing is required under FMCSA regulations for persons with commercial drivers' licenses who perform safety sensitive functions.

Section 2 - Types of Testing. Employees are subject to the following types of testing:

Reasonable Suspicion. The employer may send an employee for testing if it has reasonable suspicion that the employee, while on duty, is under the influence of a substance listed in Section 1. Reasonable suspicion shall be based upon behavior, physical appearance, or other characteristic or occurrence which is recognized as a symptom of impairment, including an arrest for a drug or alcohol related offense or other documented evidence of improper drug or alcohol use.

Post Accident. If an on-duty employee has an accident while operating a motorized vehicle or motorized equipment which causes an injury or property damage, the employer may send the employee for testing.

Follow Up. If the employee returns to work after a positive substance test, the employer may require follow up testing as a condition of the return to work. The employer may determine when and how frequently follow up testing will be used.

Section 3 - Confidentiality. The Employer will handle the testing of employees and results of such testing in a confidential manner. Instructions to report for testing will be done in a private setting whenever possible. Results will be disseminated on a need to know basis only.

Section 4 - Testing Procedures. The following testing procedures shall be followed:

Notice of Requirement to Submit to Testing. The employer will instruct the employee to report for testing. The employer will inform the employee of when and where to report for such testing. Any employee who is required to submit to testing may consult with legal counsel or a union representative within the 30 minute period immediately following notification of the requirement to submit to testing. Immediately after consultation with counsel/union representative or the end of the 30 minute period, whichever occurs first, the employee shall report directly to the testing site. Any delay in this process shall be deemed a refusal to submit to testing.

Employee Submits to Testing. The employee will submit to testing as required by the employer. If the employee is being sent for reasonable suspicion testing, the County will provide a driver to transport the employee to and from the testing site. The employee may ask a person to accompany him/her to the test. Such a request will be permitted so long as it does not delay the employee in reporting to testing for more than 30 minutes from the time the employee is instructed to report. If the person asked to accompany the employee to the test is an on-duty employee, that person may leave work only if approved by his/her supervisor; and, missed work time will not be paid unless the employee uses appropriate leave accruals. Employees who are sent for testing must complete all necessary forms and releases. An employee who refuses to cooperate with any aspect of testing will be subject to disciplinary action which may include termination of employment.

Employee Discloses Medications. The employee will disclose his/her medications to the testing agent as directed.

Testing. An evidential breath testing device will be used for alcohol tests. Drug tests will be performed by urinalysis. In the event that an employee is unable to produce enough breath for a breath alcohol test or enough urine for a drug test, a blood sample will be drawn and will be tested to determine blood alcohol concentration level and/or the presence of drugs. Split samples will be taken for drug tests. The urinalysis shall be performed by a laboratory certified under the National Laboratory Certification Program. Tests will be performed by a qualified person or entity other than Livingston County or a Livingston County employee.

Results. The testing agent will notify the employer of the results. If necessary, the employee will sign a release and/or authorization acceptable to the testing agent to authorize and direct the provision of final test results to the employer. The employer will notify the employee of the results promptly. In the case of negative test results, the employer will notify the employee in writing mailed first class mail to the employee's last known home address. In the case of positive test results, the employer will notify the employee in writing which shall be either hand delivered to the employee or mailed by certified mail, return receipt requested, to the employee's last known home address. A positive test result for alcohol will be a 0.04 or higher blood alcohol concentration level. A positive test result for drugs will be the detection of a substance.

Challenging Test Result. If an employee wishes to challenge a positive drug test result, he/she must request a second analysis within 72 hours of his/her receipt of notice of the positive test result. The second half of the split sample will be analyzed by a different certified laboratory.

Cost of Test. The cost of the test(s) shall be paid by the employer.

Payment of Employee. Employees shall be paid for testing time, including travel time to and from the test or collection site. This time shall be treated as time worked.

Section 5 - Effect of Positive Test Result. The effect of an employee's positive test result shall be as follows:

First Offense. After the first positive test, the employee will be referred to a Substance Abuse Professional ("SAP") selected by the employer. The SAP will evaluate the employee and recommend appropriate treatment. If the employee wishes to use a specified treatment professional/facility, he/she must inform the SAP of his/her preference. If the SAP determines that the suggested professional/facility is properly qualified to carry out the recommended treatment, the SAP shall approve the professional/facility. If the SAP determines that the suggested professional/facility is not properly qualified to carry out the recommended treatment, the SAP shall designate one or more professional(s)/facility that the employee may use. Any professional/facility which is approved for treatment must: (1) provide the recommended treatment, and (2) make regular reports to the SAP regarding the employee's compliance with the treatment program and his/her progress. If the professional/facility fails to do either or both of these things, the SAP may require the employee to seek treatment from another source. The employee must follow the treatment recommendations of the SAP. If the employee complies with these requirements and is fit to return to work within one year from the date of the positive test, then the employee may return to duty, subject to any follow up testing requirements specified by the employer. Otherwise, the employee may be discharged. An employee may use leave accruals to receive pay while seeking treatment, otherwise this period of time will be a leave without pay.

Other Offense. For subsequent offenses that occur within a two year period from the time of the previous offense, the employer may discharge the employee immediately.

Section 6 - Notice to Employees. The employer will post a copy of the testing policy and procedure in all departments.

Section 7 - Supervisor Training. The County will provide training to supervisors in all departments concerning the signs and symptoms of drug and alcohol use and/or abuse, and the proper procedures for employee testing. Any employee testing referrals must be made by a trained supervisor.

Section 8 - Commercial Motor Vehicle Drivers. A number of County employees are subject to Federal Department of Transportation ("DOT") drug and alcohol testing requirements. In the case of these employees, if any provision of this Article is in conflict with the DOT requirements, the DOT requirements shall control.

Section 9 - Right to Grieve. Nothing herein shall be deemed a waiver of an employee's right to file a grievance as permitted under this collective bargaining agreement.

Section 10 – Other Drug and Alcohol Offenses.

A. Possession. Employees shall be prohibited from possessing alcohol and/or illegal drugs in the workplace and/or on County property except as required for the performance of their County job duties. (This prohibition shall not include an employee's possession of legal alcoholic beverages on County property if such beverages are locked in the employee's private personal vehicle.) Improper possession of illegal drugs and/or alcohol in the workplace and/or on County property may be grounds for discipline up to and including termination of employment.

B. Alcohol Consumption. Employees shall be prohibited from consuming alcohol at any time an employee is performing work duties for the County and during authorized break periods. Consumption of alcohol at such times shall be grounds for discipline up to and including termination of employment. This prohibition shall not include an employee's consumption of alcohol as a part of a required and County authorized and/or supervised training program.

C. Drug and Alcohol Arrests.

a. **Alcohol Arrests**.

i. On duty. Employees shall immediately report to their Department Head any on duty arrests for alcohol related offenses. "On duty" as used in section 10 of this Article shall include periods of time an employee is assigned to be on call.

ii. Off duty. Employees shall immediately report to their Department Head any off duty arrests for alcohol related offenses if such arrests may be relevant to their County job duties.

Offenses may be relevant to an employee's job duties if:

- (a) The employee drives a motor vehicle as a part of his/her County job duties;
- (b) The employee counsels others regarding substance abuse matters as a part of his/her County job duties;
- (c) The employee is a peace officer; and/or
- (d) The arrest occurred while the employee was commuting to work.

b. **Drug Arrests**. Employees shall immediately report to their Department Head any on duty or off duty arrests for drug related offenses.

c. **Further Reporting**. For those required to report arrests pursuant to paragraphs a and b above, employees shall also be required to notify their Department Heads of court dates connected with the charges and of the final disposition of the case. The employee shall also provide copies of court documents evidencing court dates and final case disposition if requested by the Department Head.

d. **Conviction**. A conviction for an on-duty or off-duty drug and/or alcohol related offense may be grounds for discipline up to and including termination of employment.

ARTICLE 34 PART-TIME TO FULL-TIME EMPLOYMENT

Section 1 - Wages

Part-time Charge Nurses, Registered Professional Nurses, and Licensed Practical Nurses employed in the County's Center for Nursing and Rehabilitation who move to full-time employment in the same job title will be placed on Step 1 of the appropriate title's grade under Article 30, Section 13 of this Agreement. Part-time Nursing Assistants employed in the County's Center for Nursing and Rehabilitation who move to full-time employment in the same job title will be placed on a wage step under this Agreement which is equal to the wage rate the employee earned prior to the change in status. If there is no equal wage rate, the wage rate will be the next higher rate in the title's grade. If the employee's rate prior to the change in status was greater than the highest rate for the title's grade, the wage rate will be the highest rate in the title's grade. Such wage rates shall not be considered "special starting wages" as described in Article 25, Section 6 of this agreement.

If a Nursing Assistant changes his/her employment status from full-time status to part-time status and then returns to full-time status within one year, the employee will be placed at the wage step he/she would have earned had there been no change in status. This rule shall apply only to employees who do not have a break in their County service. A "break in service" is defined as an employee leaving County service for any reason or moving to a position which has a title other than Nursing Assistant.

Example:

On January 1, 2002, Jane's employment status is full time. Her position is in grade 4 and she is at step 3 earning \$11.89 per hour. On February 1, 2002, Jane changes her employment status to part time. Her position is in grade 4A and she is at step 4 earning \$12.21 per hour. On March 1, 2002, Jane changes her employment status to full time. She will be returned to grade 4, step 3 (\$11.89) since she has returned to full-time status within one year of her move to part time status and this is the rate she would have earned if she had remained full-time throughout.

Section 2 - Health Insurance

Certain part-time employees employed by the County are eligible for health insurance benefits under the CSEA part-time contract. If such a part-time employee moves from part-time to full-time employment without a break in service, that employee shall retain health insurance benefits under the same terms and conditions as provided during part-time employment until such time as the employee becomes eligible for health insurance benefits under the parties' collective bargaining agreement or until employment terminates, whichever occurs first.

Section 3 - Paid Time Off

Certain part-time employees employed by the County are eligible for Paid Time Off (PTO) benefits under the CSEA part-time contract. If such a part-time employee moves directly into full-time employment covered by this Agreement without a break in service, the employee shall carry forward their accrued PTO benefits into full-time employment.

In addition, if a permanent, part-time employee covered by the CSEA part-time contract moves directly into full-time employment covered by this Agreement without a break in service, the employee will be provided with prorated paid time off accruals on the date of hire to the full-time employment if the employee worked at least 341 hours during the calendar half in which the move is made. Such paid time off will be converted to vacation time that must be used before the employee's first full-time anniversary date or it will be lost, with the exception of up to three (3) days of vacation which may be carried over pursuant to the vacation provisions of this agreement.

For purposes of the prior paragraph, "Full-time anniversary date" shall mean the anniversary of the employee's most recent date of hire to full-time, permanent employment; and "calendar half" shall mean either January 1 through June 30 or July 1 through December 31. For the purposes of the prior paragraph, "prorated" as used herein refers to the proration of part-time employee paid time off benefits. Eligible employees will earn paid time off at the rate of 0.0410256 hours for every hour worked in the CSEA part-time unit during the calendar half, but cannot earn more than forty (40) hours of paid time off, nor can an employee earn an amount that would cause his/her accrual account to exceed one hundred thirty five (135) hours of paid time off.

ARTICLE 35 SNOW DAY POLICY

Section 1 - Definition of Snow Day

A "snow day" occurs when all Livingston County roads are closed by the Livingston County Sheriff due to severe inclement weather or other County-wide disaster. A snow day shall last from the time the Sheriff announces that the roads are closed until one hour after the Sheriff announces that the roads are open.

Section 2 - Employee Responsibilities on Snow Days

There are two groups of employees: (1) essential employees, and (2) non-essential employees. Essential employees will be designated by each Department Head, and a list of essential employees will be posted in the Department. Essential employees may be designated by job titles or employee names. The lists may be modified by the County as needed. All employees/job titles not on the list are non-essential employees. If the Department Head does not post a list, all departmental employees are non-essential. Copies of essential employee lists shall be provided to the CSEA Local President for information purposes by Department Heads upon creation or revision.

Essential employees are required to report as scheduled for duty on all snow days. Non-essential employees are not required to report for duty on snow days.

Section 3 - Compensation on Snow Days

- a. Employees Who Work. An employee who works on a snow day shall receive normal pay for all time worked as provided under the CSEA contract.
- b. Employees Reporting to Work within One-half Hour. If an employee makes diligent efforts to report to work on time, and reports to work within one-half hour of his/her

scheduled start time, the employee will be paid for the missed time as if he/she had worked.

- c. Employees Reporting to Work more than One-half Hour Late.
 - i. Essential Employees. If an essential employee reports to work more than one-half hour late, the employee will not be paid for the missed work time unless he/she made diligent efforts to report on time, but could not. If an essential employee made diligent efforts, he/she must choose a payment option for all of the missed work time.
 - ii. Non-essential Employees. Non-essential employees who report to work more than one-half hour late must choose a payment option for all of the missed work time.
- d. Employees Leaving Work Early – Personal Choice. If an employee leaves work early by his/her own decision, with authorization from the employee's supervisor, the employee must choose a payment option for the missed work time. If an employee leaves work without authorization, the employee will not be paid for the missed work time.
- e. Employees Leaving Work Early – County's Choice. If an employee is directed to leave work early by the Department Head or his/her designee, the employee will be paid for his/her entire scheduled work shift as if he/she had worked.
- f. Employees who Fail to Report for Work.
 - i. Essential Employees. If an essential employee fails to report to work, the employee will not be paid unless he/she made diligent efforts to report to work, but could not. If an essential employee made diligent efforts to report, he/she must choose a payment option for the missed work time.
 - ii. Non-essential Employees. Any non-essential employee who fails to report to work for any part of the scheduled shift must choose a payment option for the missed work time.
- g. Employees Required to Work Beyond End of Shift. Any employee who is required by the County to work beyond the end of his/her shift shall be paid for all time worked pursuant to this Agreement. Any breaks or rest periods of less than five hours in duration which the employee spends at the workplace between active periods of work shall be treated as time worked; however, any meal periods which are normally unpaid, shall continue to be unpaid.
- h. Payment Options for Missed Work Time. An employee who misses work time and must choose a payment option may choose from among the following:
 - i. Flex Time. The employee may request to work at another time during the same pay period as the snow day. Such a request will be considered by the Department Head in his/her sole discretion. If a flex time request is denied, the employee must choose another payment option.

- ii. Leave Accruals. Employees may use any one or more of the following accruals in order to receive pay for missed work time: compensatory time, vacation, personal leave, floating holidays, and sick leave.
- iii. Authorized Absence without Pay. An employee with leave accruals may elect to forego pay for the missed work time. An employee without leave accruals will not receive pay for the missed work time.

Section 4- Excusing Absence/Tardiness

- a. Essential Employees. The absence or tardiness of an essential employee will be excused if the employee made diligent efforts to report to work as scheduled but was unable.
- b. Non-Essential Employees. The absence or tardiness of a non-essential employee will be excused on snow days.

Section 5 - Diligent Efforts to Report to Work

Any employee who claims that he/she made diligent efforts to report to work as scheduled shall complete a “Diligence Statement” and submit it to his/her Department Head within one week from the date of the snow day. Diligence Statement forms will be supplied to employees upon request by their Department Head.

Section 6 - Illness or injury on Snow Day

If an essential employee is unfit for duty on a snow day due to his/her own illness or injury, the employee must provide a statement from the employee’s health care professional which indicates that in that professional’s opinion, the employee was unfit for work on the snow day. If the employee provides such a statement within two business days after the snow day, the employee will be permitted to use sick time for the absence. If an employee is on a pre-approved medical or FMLA leave of absence on the date of the snow day or if the employee was absent on the day preceding the snow day due to his/her illness or injury, the employee will not be required to provide a health care professional statement in order to use sick time for the absence. (“Health care professional” as used herein means a doctor, registered physician’s assistant, nurse practitioner, or other medical professional authorized by New York State Law to diagnose and treat medical conditions.)

Section 7- Authorization to Send Employees Home

A Department Head, or his/her designee, is authorized to direct employees to leave work early on a snow day only if he/she has received express authorization from the County Administrator or, in his absence, from the Chairman of the Board of Supervisors.

Section 8- Announcement of Road Closings

The County will designate certain radio and/or television station(s) for the announcement of County-wide road closings. The County will make a good faith effort to provide information regarding such road closings to the designated station(s) promptly after such closings take effect. The County will request that such station(s) announce the road closings, but shall have no responsibility for insuring that such announcements take place or for the accuracy of such

announcements. Neither the timing of a public announcement nor the failure to announce shall have any effect on when a snow day occurs.

Designated Radio Stations

93.5 FM	WDNY
1400AM	WDNY
1140AM	WCJW
1040 AM	WYSL
1180AM	WHAM

Designated TV Stations

WROC Channel 8
WHEC Channel 10
WHEC Channel 13

**ARTICLE 36
VOLUNTEER FIRE AND AMBULANCE DUTY**

In the event an employee reports to work late because he/she is an active member of a volunteer fire department and/or volunteer ambulance company and is directly involved in an emergency response of such entity that commenced prior to the start of the employee's shift, the employee's reasonable period of absence will be excused and such absence will be treated as an authorized absence with pay. (The employee will not be required to use leave accruals to receive pay for the period of authorized absence with pay.) The employee must immediately notify his/her department head of the reasons for the absence from work. Within three business days of the event the employee must provide to his/her department head a written statement from the volunteer fire department and/or ambulance company confirming employee's participation in the emergency response and the date and time period in which the employee participated in the response. Such statement must be signed by an official of the volunteer organization other than the employee.

A "reasonable period of absence" means that period of time which is required to conduct some or all of the following activities which are needed due to the circumstances of the emergency response: (1) time spent engaged in active emergency response, (2) necessary travel time, (3) necessary time to bathe before reporting to work, (4) necessary time to eat before reporting to work, and/or (5) necessary time to perform any other essential acts to enable the employee to report fit to work. The Employer may require the employee to explain why the period of absence was reasonable under the circumstances.

Nothing herein shall be construed to allow an employee to leave work to participate in an emergency response of a volunteer fire department and/or ambulance company.

ARTICLE 37
TRANSFERS OF FULL-TIME EMPLOYEES TO UNIT

Section 1 - Application of this Article

This Article shall apply to County employees in full-time, permanent positions outside the CSEA full-time employee unit who move directly into a CSEA full-time employee unit position without a break in service. Such employees' dates of hire, compensation and benefits will be handled as described in sections 2-5 of this Article.

Section 2 - Dates of Hire

Such an employee will retain his/her most recent full-time, permanent date of employment with the COUNTY as his/her date of hire.

Section 3 - Wage Rate

Such an employee's initial wage rate in the CSEA full-time employee unit shall be the rate for the step and longevity level within the wage grade (as established by this collective bargaining agreement) for the employee's CSEA full-time employee unit job title as the employee would have had if all of his/her continuous service since his/her date of hire had been in the CSEA full-time employee unit.

Section 4 - Benefits

- a. Health Insurance. If the employee was receiving health insurance benefits through the COUNTY immediately prior to his/her move to a CSEA full-time employee unit position, employee will be permitted to continue his/her health insurance coverage, and shall not be required to satisfy the eligibility waiting period set forth in the CSEA collective bargaining agreement (Article 19, §1A). If the employee was not receiving health insurance benefits through the COUNTY immediately prior to his/her move to a CSEA full-time employee unit position, the employee will be eligible for coverage following the eligibility waiting period specified in Article 19, §1.A. Employee's contributions toward the cost of such coverage shall be as provided by the CSEA collective bargaining agreement for employees having the same date of hire as employee (Article 19, §1D).
- b. Paid Leave Time. Employee may carry into his/her new employment all accrued leave time (e.g. vacation, holidays, etc.). Employee's date of hire as described in Section 2 of this Article will be used to determine when and how much new leave time will accrue.

Section 5 - Longevities

The date of hire described in Section 2 of this Article will be used to determine any longevity payments that may be owed to Employee in the future.

2023 RATE SCHEDULE

Grade	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Increment	Longevity
1	\$17.45	\$18.02	\$18.61	\$19.24	\$19.83	\$20.40	\$0.56	\$0.36
2	\$17.57	\$18.24	\$18.87	\$19.63	\$20.32	\$20.99	\$0.60	\$0.40
3	\$18.10	\$18.81	\$19.41	\$20.13	\$20.80	\$21.48	\$0.60	\$0.40
4	\$18.34	\$19.19	\$19.87	\$20.62	\$21.24	\$21.97	\$0.62	\$0.41
5	\$19.14	\$19.80	\$20.48	\$21.20	\$21.86	\$22.56	\$0.62	\$0.41
6	\$19.38	\$20.32	\$21.05	\$21.76	\$22.50	\$23.23	\$0.66	\$0.42
7	\$20.20	\$20.99	\$21.73	\$22.45	\$23.18	\$23.93	\$0.66	\$0.42
8	\$20.67	\$21.45	\$22.28	\$23.08	\$23.89	\$24.65	\$0.72	\$0.44
9	\$21.70	\$22.45	\$23.26	\$24.03	\$24.92	\$25.66	\$0.72	\$0.44
10	\$22.33	\$23.20	\$24.08	\$24.96	\$25.83	\$26.70	\$0.87	\$0.45
11	\$23.69	\$24.64	\$25.59	\$26.53	\$27.47	\$28.41	\$0.94	\$0.46
12	\$24.99	\$26.03	\$27.03	\$28.03	\$29.05	\$30.11	\$1.00	\$0.51
13	\$26.63	\$27.75	\$28.83	\$29.90	\$30.97	\$32.10	\$1.06	\$0.54
14	\$28.33	\$29.49	\$30.66	\$31.85	\$32.99	\$34.21	\$1.11	\$0.57
15	\$30.30	\$31.50	\$32.72	\$33.87	\$35.11	\$36.28	\$1.14	\$0.58
16	\$32.13	\$33.38	\$34.69	\$35.94	\$37.16	\$38.45	\$1.18	\$0.60
17	\$34.35	\$35.83	\$37.15	\$38.51	\$39.85	\$41.21	\$1.27	\$0.63
18	\$36.75	\$38.34	\$39.91	\$41.48	\$43.05	\$44.62	\$1.57	\$0.70
19	\$39.03	\$40.77	\$42.46	\$44.17	\$45.86	\$47.57	\$1.69	\$0.77

2024 RATE SCHEDULE

Grade	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Increment	Longevity
1	\$17.97	\$18.56	\$19.17	\$19.82	\$20.42	\$21.01	\$0.56	\$0.36
2	\$18.10	\$18.79	\$19.44	\$20.22	\$20.93	\$21.62	\$0.60	\$0.40
3	\$18.64	\$19.37	\$19.99	\$20.73	\$21.42	\$22.12	\$0.60	\$0.40
4	\$18.89	\$19.77	\$20.47	\$21.24	\$21.88	\$22.63	\$0.62	\$0.41
5	\$19.71	\$20.39	\$21.09	\$21.84	\$22.52	\$23.24	\$0.62	\$0.41
6	\$19.96	\$20.93	\$21.68	\$22.41	\$23.18	\$23.93	\$0.66	\$0.42
7	\$20.81	\$21.62	\$22.38	\$23.12	\$23.88	\$24.65	\$0.66	\$0.42
8	\$21.29	\$22.09	\$22.95	\$23.77	\$24.61	\$25.39	\$0.72	\$0.44
9	\$22.35	\$23.12	\$23.96	\$24.75	\$25.67	\$26.43	\$0.72	\$0.44
10	\$23.00	\$23.90	\$24.80	\$25.71	\$26.60	\$27.50	\$0.87	\$0.45
11	\$24.40	\$25.38	\$26.36	\$27.33	\$28.29	\$29.26	\$0.94	\$0.46
12	\$25.74	\$26.81	\$27.84	\$28.87	\$29.92	\$31.01	\$1.00	\$0.51
13	\$27.43	\$28.58	\$29.69	\$30.80	\$31.90	\$33.06	\$1.06	\$0.54
14	\$29.18	\$30.37	\$31.58	\$32.81	\$33.98	\$35.24	\$1.11	\$0.57
15	\$31.21	\$32.45	\$33.70	\$34.89	\$36.16	\$37.37	\$1.14	\$0.58
16	\$33.09	\$34.38	\$35.73	\$37.02	\$38.27	\$39.60	\$1.18	\$0.60
17	\$35.38	\$36.90	\$38.26	\$39.67	\$41.05	\$42.45	\$1.27	\$0.63
18	\$37.85	\$39.49	\$41.11	\$42.72	\$44.34	\$45.96	\$1.57	\$0.70
19	\$40.20	\$41.99	\$43.73	\$45.50	\$47.24	\$49.00	\$1.69	\$0.77

2025 RATE SCHEDULE

Grade	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Increment	Longevity
1	\$18.51	\$19.12	\$19.74	\$20.41	\$21.04	\$21.64	\$0.56	\$0.36
2	\$18.64	\$19.35	\$20.02	\$20.83	\$21.56	\$22.27	\$0.60	\$0.40
3	\$19.20	\$19.96	\$20.59	\$21.36	\$22.07	\$22.79	\$0.60	\$0.40
4	\$19.46	\$20.36	\$21.08	\$21.88	\$22.53	\$23.31	\$0.62	\$0.41
5	\$20.31	\$21.01	\$21.73	\$22.49	\$23.19	\$23.93	\$0.62	\$0.41
6	\$20.56	\$21.56	\$22.33	\$23.09	\$23.87	\$24.64	\$0.66	\$0.42
7	\$21.43	\$22.27	\$23.05	\$23.82	\$24.59	\$25.39	\$0.66	\$0.42
8	\$21.93	\$22.76	\$23.64	\$24.49	\$25.34	\$26.15	\$0.72	\$0.44
9	\$23.02	\$23.82	\$24.68	\$25.49	\$26.44	\$27.22	\$0.72	\$0.44
10	\$23.69	\$24.61	\$25.55	\$26.48	\$27.40	\$28.33	\$0.87	\$0.45
11	\$25.13	\$26.14	\$27.15	\$28.15	\$29.14	\$30.14	\$0.94	\$0.46
12	\$26.51	\$27.62	\$28.68	\$29.74	\$30.82	\$31.94	\$1.00	\$0.51
13	\$28.25	\$29.44	\$30.59	\$31.72	\$32.86	\$34.05	\$1.06	\$0.54
14	\$30.06	\$31.29	\$32.53	\$33.79	\$35.00	\$36.29	\$1.11	\$0.57
15	\$32.15	\$33.42	\$34.71	\$35.93	\$37.25	\$38.49	\$1.14	\$0.58
16	\$34.09	\$35.41	\$36.80	\$38.13	\$39.42	\$40.79	\$1.18	\$0.60
17	\$36.44	\$38.01	\$39.41	\$40.86	\$42.28	\$43.72	\$1.27	\$0.63
18	\$38.99	\$40.67	\$42.34	\$44.01	\$45.67	\$47.34	\$1.57	\$0.70
19	\$41.41	\$43.25	\$45.05	\$46.86	\$48.65	\$50.47	\$1.69	\$0.77

2026 RATE SCHEDULE

Grade	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Increment	Longevity
1	\$19.07	\$19.69	\$20.34	\$21.02	\$21.67	\$22.29	\$0.56	\$0.36
2	\$19.20	\$19.93	\$20.62	\$21.45	\$22.20	\$22.94	\$0.60	\$0.40
3	\$19.78	\$20.55	\$21.21	\$22.00	\$22.73	\$23.47	\$0.60	\$0.40
4	\$20.04	\$20.97	\$21.71	\$22.53	\$23.21	\$24.01	\$0.62	\$0.41
5	\$20.91	\$21.64	\$22.38	\$23.17	\$23.89	\$24.65	\$0.62	\$0.41
6	\$21.18	\$22.20	\$23.00	\$23.78	\$24.59	\$25.38	\$0.66	\$0.42
7	\$22.07	\$22.94	\$23.74	\$24.53	\$25.33	\$26.15	\$0.66	\$0.42
8	\$22.59	\$23.44	\$24.35	\$25.22	\$26.11	\$26.94	\$0.72	\$0.44
9	\$23.71	\$24.53	\$25.42	\$26.26	\$27.23	\$28.04	\$0.72	\$0.44
10	\$24.40	\$25.35	\$26.31	\$27.27	\$28.23	\$29.18	\$0.87	\$0.45
11	\$25.89	\$26.92	\$27.96	\$28.99	\$30.02	\$31.04	\$0.94	\$0.46
12	\$27.31	\$28.44	\$29.54	\$30.63	\$31.74	\$32.90	\$1.00	\$0.51
13	\$29.10	\$30.32	\$31.50	\$32.67	\$33.84	\$35.08	\$1.06	\$0.54
14	\$30.96	\$32.22	\$33.50	\$34.80	\$36.05	\$37.38	\$1.11	\$0.57
15	\$33.11	\$34.42	\$35.75	\$37.01	\$38.37	\$39.64	\$1.14	\$0.58
16	\$35.11	\$36.48	\$37.91	\$39.27	\$40.61	\$42.02	\$1.18	\$0.60
17	\$37.54	\$39.15	\$40.59	\$42.08	\$43.55	\$45.03	\$1.27	\$0.63
18	\$40.16	\$41.90	\$43.61	\$45.33	\$47.04	\$48.76	\$1.57	\$0.70
19	\$42.65	\$44.55	\$46.40	\$48.27	\$50.11	\$51.98	\$1.69	\$0.77

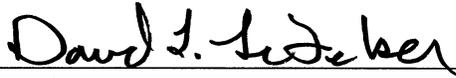
2027 RATE SCHEDULE

Grade	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Increment	Longevity
1	\$19.64	\$20.28	\$20.95	\$21.65	\$22.32	\$22.96	\$0.56	\$0.36
2	\$19.78	\$20.53	\$21.24	\$22.09	\$22.87	\$23.62	\$0.60	\$0.40
3	\$20.37	\$21.17	\$21.85	\$22.66	\$23.41	\$24.18	\$0.60	\$0.40
4	\$20.64	\$21.60	\$22.36	\$23.21	\$23.91	\$24.73	\$0.62	\$0.41
5	\$21.54	\$22.29	\$23.05	\$23.86	\$24.60	\$25.39	\$0.62	\$0.41
6	\$21.81	\$22.87	\$23.69	\$24.49	\$25.32	\$26.15	\$0.66	\$0.42
7	\$22.74	\$23.62	\$24.46	\$25.27	\$26.09	\$26.93	\$0.66	\$0.42
8	\$23.26	\$24.14	\$25.08	\$25.98	\$26.89	\$27.74	\$0.72	\$0.44
9	\$24.42	\$25.27	\$26.18	\$27.05	\$28.05	\$28.88	\$0.72	\$0.44
10	\$25.13	\$26.11	\$27.10	\$28.09	\$29.07	\$30.05	\$0.87	\$0.45
11	\$26.66	\$27.73	\$28.80	\$29.86	\$30.92	\$31.98	\$0.94	\$0.46
12	\$28.13	\$29.30	\$30.42	\$31.55	\$32.70	\$33.89	\$1.00	\$0.51
13	\$29.97	\$31.23	\$32.45	\$33.65	\$34.86	\$36.13	\$1.06	\$0.54
14	\$31.89	\$33.19	\$34.51	\$35.85	\$37.13	\$38.50	\$1.11	\$0.57
15	\$34.10	\$35.45	\$36.83	\$38.12	\$39.52	\$40.83	\$1.14	\$0.58
16	\$36.16	\$37.57	\$39.04	\$40.45	\$41.82	\$43.28	\$1.18	\$0.60
17	\$38.66	\$40.33	\$41.81	\$43.34	\$44.85	\$46.38	\$1.27	\$0.63
18	\$41.36	\$43.15	\$44.92	\$46.69	\$48.45	\$50.22	\$1.57	\$0.70
19	\$43.93	\$45.89	\$47.79	\$49.71	\$51.62	\$53.54	\$1.69	\$0.77

THIS AGREEMENT is entered into this 24th day of February 2023, by and between LIVINGSTON COUNTY and the LIVINGSTON COUNTY EMPLOYEES LOCAL 826 CSEA, to become effective January 1, 2023.

LIVINGSTON COUNTY

By:



David L. LeFeber

Its: Chairman of the Board of Supervisors



Ian M. Coyle

Its: County Administrator

**LIVINGSTON COUNTY EMPLOYEES
LOCAL 826 CSEA** *RL*

By:



Renee Chichester

Its: Labor Relations Specialist



Jeanette McCann

Its: Unit President

MEMORANDUM OF AGREEMENT

The COUNTY OF LIVINGSTON, hereinafter referred to as the “EMPLOYER,” and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, LIVINGSTON COUNTY LOCAL 826, LIVINGSTON COUNTY FULL-TIME EMPLOYEES UNIT, hereinafter referred to as the “UNION,” are parties to a collective bargaining agreement for the term January 1, 2021, through December 31, 2022. In accordance with Section 204 of the New York State Public Employees’ Fair Employment Act, the parties hereby agree to the following alcohol and drug testing procedure for employer’s commercial motor vehicle drivers:

ALCOHOL AND DRUG TESTING PROCEDURE

Section 1: FMCSA Regulations:

1.1: **Compliance with FMCSA Regulations:** Where applicable, the Employer’s Driver Alcohol and Drug Testing Program shall be in compliance with and, unless mutually agreed to by the Union, shall not exceed the Department of Transportation Federal Motor Carrier Safety Administration’s (FMCSA’s) regulations, 49 CFR Parts 382, 391, 392, 395, as they pertain to employees who operate commercial motor vehicles in interstate or intrastate commerce which are over 26,000 pounds or are designed to transport sixteen or more passengers or are used to transport hazardous materials and are subject to commercial driver’s license requirements, 49 CFR Part 383.

Section 2: Notice Requirements:

2.1: **Employer’s Policy:** The Employer shall promulgate a policy on the misuse of alcohol and use of prohibited drugs and shall provide a copy of the policy and related procedures to each covered employee and the Union. The term “prohibited drugs” means marijuana, cocaine, opiates, amphetamines, phencyclidine, methamphetamine, methylenedioxymethamphetamine and any other substances for which testing is required under FMCSA regulations. At a minimum, the policy shall include, or incorporate by reference, detailed provisions on alcohol concentration, alcohol possession, on-duty use of alcohol, pre-duty use of alcohol, use of alcohol following an accident, drug use, drug testing, and refusal to submit to a required alcohol or drug test.

2.2: **Alcohol & Drug Information:** The Employer shall provide required educational material to each covered employee which explains the requirements of the Federal regulations. At a minimum, the materials shall include detailed information which meets the requirements of 49 CFR Part 382.601(b), including, but not limited to: (1) the categories of employees who are subject to the regulations; (2) conduct that is prohibited by the regulations; (3) circumstances under which an employee will be tested; (4) what period of the work day an employee is required to be in compliance with the regulations; (5) the requirement that an employee submit to alcohol and controlled drug tests; (6) an explanation of what constitutes a refusal to submit to an alcohol

or controlled drug test and the attendant consequences; (7) the requirement that an employee be removed immediately from safety-sensitive functions and the provisions for referral, evaluation and treatment; (8) the consequences for having an alcohol concentration of 0.02 or greater but less than 0.04; (9) the procedure to test for the presence of alcohol or prohibited drugs; (10) the procedure to protect the employee and the integrity and validity of the test; (11) the effects of the misuse of alcohol and use of prohibited drugs; and (12) the person designated by the Employer to be contacted for questions and/or additional information.

2.3 Required Tests: The Employer shall provide a required description of alcohol and drug testing requirements to each covered employee which explains the requirements of the Federal regulations as they pertain to pre-employment testing, random testing, reasonable suspicion testing, post-accident testing, return to duty testing, and follow up testing.

2.4 Requirement for Notice. Prior to performing an alcohol or drug test required by Federal Regulations, the Employer shall notify the employee that the alcohol or drug test is required by Federal Regulations.

Section 3: Testing Procedures:

3.1 Alcohol Tests: Tests for alcohol shall, in accordance with Federal Regulations, be conducted by a breath alcohol technician using a US Department of Transportation approved Testing Device.

3.2 Drug Tests: Tests for prohibited drugs, in accordance with Federal Regulations, shall be conducted only by urinalysis or blood sample and shall be performed only by laboratories certified under the National Laboratory Certification Program (NLCP).

3.3 Drug Testing, Notification of Results, Retesting: A specimen may be tested only for cocaine, marijuana, opiates, amphetamines, phencyclidine, methamphetamine, methylenedioxymethamphetamine and any other substances for which testing is required under FMCSA regulations. If the test result of the primary specimen is positive, the employer or the Medical Review Officer shall notify the employee that he/she has 72 hours in which to request a test of the split specimen. If the employee requests an analysis of the split specimen within 72 hours of having been informed of a verified positive test, the Medical Review Officer shall direct, in writing, the laboratory to provide the split specimen to another NLCP – certified laboratory for analysis.

3.4 Administration of Tests: In accordance with Federal Regulations, neither the supervisor of an employee or a person designated to make the determination of reasonable suspicion shall administer alcohol or prohibited drug tests.

3.5 Payment for Testing Time: Employees shall be paid for all time pertaining to alcohol and drug testing, including travel time to and from the test or collection site. Such time shall be considered as time worked for the purpose of calculating overtime and employee benefits.

3.6 Employee Representation by Legal Counsel or Union Representative: Any employee who is required to submit to an alcohol and/or drug test may consult with legal counsel or a union representative immediately after the employee is notified of the requirement to submit to testing. At the time the employee is informed that he/she must submit to such testing, Employer shall inform the employee of his/her right to consult with legal counsel and/or a union representative, and shall afford employee the opportunity to seek such consultation. For purposes of this section, "immediately" shall be defined as within 30 minutes from the time the employee is notified of the testing requirement. Immediately after the employee has consulted with legal counsel or a union representative, or the 30 minute period has expired, whichever event occurs first, the employee shall report directly to the testing site. Any delay in this process shall be deemed a refusal to submit to testing. Nothing herein shall be construed to apply to pre-employment testing.

Section 4: Call In Procedure:

4.1 Unfitness to Work Call In: If an employee is called and directed to report to work, the employee shall be provided the opportunity to acknowledge the use of alcohol or prohibited drugs which causes the inability to perform the employee's safety sensitive function(s). In such cases, the employee will not be required to work.

If the employee was scheduled to be on call and reports the use of alcohol or prohibited drugs as provided in the previous paragraph, the employee shall be subject to discipline in the same manner that the employee may be disciplined when failing to report for regularly scheduled work. If the employee was called in on an emergency basis without prior notice, the employee shall not be subject to discipline.

Employer maintains its right to take appropriate action if it suspects that any employee is using this section to evade their responsibility to respond to an emergency call-in.

Section 5: Referral, Evaluation and Treatment:

5.1 Responsibility for Costs: Any costs involved in services provided by a Medical Review Officer, which are required by the Federal Regulations, shall be paid by the Employer.

Any cost that is incurred by an employee for their treatment by a Substance Abuse Professional due to being referred as a result of a positive alcohol and/or drug test, will be paid by the employee.

5.2 Effect of Positive Test: An employee who is found to be in violation of the Federal Regulations as a result of a positive alcohol and/or drug test shall be placed on a leave of absence.

An employee upon a test result of 0.02 – 0.039 blood alcohol level shall be placed on a leave of absence for a minimum of twenty-four (24) hours.

An employee required by the Federal Regulations to be referred to a Substance Abuse Professional on a first time violation must report to the Substance Abuse Professional within ten business days of the date of the referral unless employee is physically unable to do so or unless the Substance Abuse Professional is not available within this time period in which event employee shall report to the Substance Abuse Professional as soon as possible thereafter. The Substance Abuse Professional will conduct an evaluation and will provide the employee and the Employer with a recommended treatment plan and an estimated date for the employee's return to duty. The employee will then be referred to an appropriate treatment facility or program and the employee shall attend and participate in the treatment plan fully as directed. If the employee should fail to report to the Substance Abuse Professional as set forth herein or fail to participate as required in the treatment plan established by the Substance Abuse Professional, the employee shall forfeit his/her right to be reinstated to duty and said employee may be discharged.

On a first time violation, the employee will be reinstated to his/her position upon review and approval by the Substance Abuse Professional and Department Head of a certificate confirming that the employee is fit to return to duty from the treatment facility or program provided that such certificate is received by the Employer within 60 days after the estimated date of return to duty and not more than one year from the date of referral to the Substance Abuse Professional. Upon review and approval by the Substance Abuse Professional, the Department Head will not deny reinstatement without just cause. Failing a return to duty test shall be just cause to deny reinstatement and shall justify immediate discharge.

If an employee is referred to a Substance Abuse Professional for a violation other than a first time violation, Employer may discharge employee immediately and is under no requirement to reinstate said employee.

This section shall not be construed as a waiver by Employer of its right to take appropriate disciplinary action.

5.3: Use of Accrued Leave:

- a. An employee who for the first time is placed on a leave of absence as a result of a positive alcohol and/or prohibited drug test will be allowed to use accumulated sick leave, vacation leave and other accrued leave up to the limits set forth in the collective bargaining agreement. This will include a leave of absence as a result of being referred for treatment on an in-patient or out-patient basis.
- b. Once the employee has exhausted their leave accruals they will be placed on a leave of absence without pay.
- c. An employee who, within the past eighteen (18) months, has been placed on a leave of absence as a result of a positive alcohol and/or prohibited drug test and, is again placed on a leave of absence as a result of a positive alcohol and /or prohibited drug test shall not be allowed to use accrued leave.

d. Nothing herein shall be construed to diminish any rights which may apply under the Americans with Disabilities Act, Family Medical Leave Act or other relevant laws.

Section 6: Previous Policies and Procedures:

6.1: Any policies and procedures pertaining to alcohol and prohibited drugs as they pertain to the same employees covered by the Federal Regulations, shall be superseded by the procedures set forth in the Federal Regulations and this Memorandum of Agreement.

Section 7: Discipline/Discharge:

7.1: Nothing contained in this agreement shall be considered as a waiver by the union of the employees' rights under the collective bargaining agreement.

Section 8: Copies of the Agreement:

8.1 The Employer shall provide each employee covered by the Federal Regulations with a copy of this Memorandum of Agreement.

Section 9: Savings Clause:

9.1: If any provision of this agreement is in conflict with a Federal or State Law or is declared inoperative by a court of competent jurisdiction, the remaining provisions of this agreement shall remain in full force and effect. It is further agreed to meet within ninety (90) days to renegotiate said negated clause.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be signed by their respective representatives.

EMPLOYER

By: _____

Ian M. Coyle

Its: County Administrator

Date: _____

CSEA

By: _____

Renee Chichester

Its: Labor Relations Specialist

Date: _____

Jeanette McCann

Its: President

Date: _____



LIVINGSTON COUNTY DRUG AND ALCOHOL POLICY

I. PURPOSE

Livingston County (“the County”) is committed to providing a safe and healthy working environment for its employees. The County is also committed to maintaining a positive image and reputation with its residents and within the community. To further these objectives, the County has established this Policy on alcohol and drug abuse. It is not the Policy’s intent to intrude on the private lives of its employees. However, the County recognizes that employee involvement with alcohol and/or drugs both on and off the job can negatively affect the ability of employees to perform their duties in a safe and efficient manner, and can negatively affect the County’s positive image and reputation. This Policy is thus designed to maintain a workforce and work environment which are free from the influences of alcohol and drug use.

II. SCOPE

This Policy applies to all employees of the County who are in the CSEA full-time employee bargaining unit and are subject to drug and alcohol testing under Department of Transportation Federal Motor Carrier Safety Administration regulations.

III. PROHIBITED CONDUCT

Disciplinary action up to and including termination of employment may result for any of the following:

- a. The use, consumption, possession, manufacture, distribution or sale of prohibited drugs or drug paraphernalia by employees during working hours, when performing job duties, or when on County property. The term “working hours” includes meal and break times during the employee’s work day. “Performance of job duties” includes County-reimbursed travel in County or private vehicles. The term “prohibited drugs” means marijuana, cocaine, opiates, amphetamines, phencyclidine, methamphetamine, methylenedioxymethamphetamine and any other substance for which use is prohibited under Federal Department of Transportation Federal Motor Carrier Safety Administration (FMCSA) regulations (49 CFR Part 382.213). This includes any drug or substance identified in 21 CFR 1308.11 Schedule I; or any non-Schedule I drug or substance that is identified in the other Schedules in 21 CFR part 1308, except when the use is pursuant to the instructions of a licensed medical practitioner who is familiar with the driver’s medical history and has advised the driver that the substance will not adversely affect the driver’s ability to safely operate a commercial motor vehicle.

- b. The use, consumption, possession, manufacture, distribution or sale of alcohol during working hours, when performing job duties, or when on County property is strictly prohibited. This prohibition does not apply to originally sealed, unopened containers of alcoholic beverages which are kept in an employee's vehicle or to County-sponsored activities at which alcoholic beverages are served or allowed. In the event of such activities, employees must conduct themselves in a manner which does not present a danger to themselves, other employees, the general public or the County's image or reputation.
- c. Reporting to work or working under the influence of alcohol or prohibited drugs. An employee who has a blood-alcohol concentration of 0.04 or higher will presumptively be considered to be under the influence of alcohol. An employee who tests positive for a prohibited drug under DOT testing procedures and standards will presumptively be considered to be under the influence of prohibited drugs. See Section VII of this Policy for consequences of a positive test for alcohol or a prohibited drug.
- d. Use of alcohol within four hours of reporting to work or within four hours after receiving notice to report to work.
- e. Use of alcohol following an accident subject to testing under this Policy for eight hours after the accident, or until the employee undergoes a post-accident alcohol test, whichever occurs first.
- f. Being arrested, charged with or convicted of a drug or alcohol-related offense. In determining what action to take in these circumstances, the County will consider the nature of the charge, the circumstances of the arrest, the employee's record with the County, and the impact the arrest, charge or conviction may have (or has) on the public, the County's residents and the County's image and reputation. In addition to discipline (including termination), an employee may be suspended or reassigned pending resolution of an arrest or charge.
- g. Refusing to submit to, or failing to cooperate in, any test for alcohol or a prohibited drug. Failing to fully cooperate includes refusal to complete any necessary documents, and submitting an adulterated or substitute specimen in any test required under this Policy.
- h. Violation of any requirement of FMCSA regulations.
- i. Knowingly allowing anyone under his/her supervision to violate the preceding provisions of this Policy.

IV. PRESCRIPTION AND OVER-THE-COUNTER MEDICATIONS

Employees taking prescription or non-prescription medications which may impact the judgment, coordination or job performance of the employee must report such use in writing to the employee's department head. Prescription medicines must be kept in their original container. Instructions provided by the manufacturer or physician for all medications must be followed.

V. TYPES OF TESTING

Employees are subject to the following types of testing:

Random Testing. The County will periodically conduct testing which involves the random selection of employees for drug and/or alcohol tests.

Reasonable Suspicion. The County may require testing if it has reasonable suspicion that the employee, while on duty, is under the influence of alcohol or a substance listed or referenced in Section III(a).

Basis of Reasonable Suspicion. Reasonable suspicion need not rise to the level of the standard of probable cause, but must be substantially more than a hunch. Good cause is necessary for the suspicion and such cause should be documented. Reasonable suspicion may be based upon:

- Observable phenomena, such as direct observation of illegal use or possession of prohibited drugs and/or physical symptoms of being under the influence of prohibited drugs.
- Observable phenomena, such as direct observation of the use or possession of alcohol while on duty and/or physical symptoms of being under the influence of alcohol while on duty.
- A pattern of abnormal conduct or erratic behavior.
- Arrest or conviction for a drug related offense or the identification of an employee as the focus of a criminal investigation into illegal drug use or trafficking.
- Arrest or conviction for an alcohol related offense committed while on or off duty.
- Information provided either by reliable and credible sources or from other sources which is independently corroborated.

Post Accident. If an on-duty employee has an accident while operating a motorized vehicle or motorized equipment which causes an injury or property damage, the County may send the employee for testing.

Return-To-Duty. If an employee has violated alcohol and/or prohibited drug rules, the employee is required to take an alcohol and/or drug test before returning to work.

Follow Up. If an employee returns to work after a positive test, follow up testing will be performed in accordance with a schedule established by the Substance Abuse Professional.

VI. TESTING PROCEDURES

The following testing procedures shall be followed:

Notice of Requirement to Submit to Testing. The Department Head or his/her designee will instruct the employee to report for testing. The employee will be informed of when and where to report for such testing. An employee will not be called in for random testing during non-working hours of the employee. This does not preclude reasonable suspicion or post-accident testing of an employee when not on duty.

If an employee is being sent for reasonable suspicion testing, the employee may request information regarding the basis of the suspicion. Such information shall be provided to the employee in writing no later than two business days⁵ after the request.

Challenging Reasonable Suspicion. The employee has the right to challenge reasonable suspicion. This challenge must be submitted in writing to the Department Head within two business days of the date reasonable suspicion testing was directed. The employee must submit to the sample collection and the samples will be tested. Test results will be held by the testing agent and not communicated to the County. The employee and a County representative will be provided with the opportunity to state their cases to the County Administrator at a hearing held within 10 business days of the employee's challenge of reasonable suspicion. The County Administrator will render his/her decision in writing to the parties within ten days of the hearing. If the County Administrator determines that there was reasonable suspicion for testing, the testing agent will forward the test results to the County, otherwise the test results will not be communicated to the County. During the challenge, the employee will be placed on an administrative leave without pay. The employee may use vacation, holidays or personal leave accruals to receive pay during the leave. If it is determined that there was no reasonable suspicion or there is reasonable suspicion but the test results are negative, the employee will be paid, or leave accruals will be reimbursed, for all missed work time.

Employee Submits to Testing. The employee will submit to testing as required by the County. If the employee is being sent for reasonable suspicion testing or post accident testing, the County will provide a driver to transport the employee to and from the testing site. Employees who are sent for testing must complete all necessary forms and releases. An employee who refuses to cooperate with any aspect of testing will be subject to disciplinary action which may include termination of employment.

Testing Agent. The testing agent shall be Safe Driver Solutions or another mutually agreed upon testing agent.

⁵ "Business days" shall mean Monday through Friday, excluding holidays.

Employee Discloses Medications. The employee will disclose any medications, dietary supplements, illegal drugs, alcohol or other relevant substances that have been ingested within a relevant period to the testing agent as directed. This disclosure will be confidential and shall not be provided to the County unless there is a final positive test result.

Testing. An evidential breath testing device will be used for alcohol tests with tests administered by a certified breath alcohol technician. In the event that an employee is unable to produce enough breath for a breath alcohol test, a blood sample will be drawn and will be tested to determine blood alcohol concentration level. Drug tests will be performed by urinalysis by a scientifically accepted screening test with confirmation of positive results by Gas Chromatography-Mass Spectrometry or by another method which is scientifically accepted as being at least as reliable as the Gas Chromatography-Mass Spectrometry test. Blood testing may also be used as require and/or permitted by FMCSA regulations. Split samples will be taken for drug tests. The urinalysis or blood testing shall be performed by a Department of Health and Human Services certified laboratory.

Results. The testing agent will notify the County of the final test results. If necessary, the employee will sign a release and/or authorization acceptable to the testing agent to authorize and direct the provision of final test results to the County. The County will notify the employee of the results promptly. In the case of negative test results, the County or its designee will notify the employee in writing mailed by first class mail to the employee's last known home address. In the case of positive test results, the County will notify the employee in writing which shall be either hand delivered to the employee or mailed by certified mail, return receipt requested, to the employee's last known home address. The County shall mail or deliver notice of the positive test results to the employee within 10 business days of receipt. All results will be confidential and information regarding the results will be disseminated on a need to know basis only. A positive test result for drugs will be detection of a substance listed or referenced in Section III(a) and will be subject to Section VII of this Policy. A test result of 0.04 blood alcohol concentration or greater shall be deemed a positive test result subject to Section VII of this Policy. A test result of less than 0.04 but 0.02 or greater blood alcohol concentration will result in the employee's suspension from duty for a period of 24 hours.

Challenging Test Result. If an employee wishes to challenge a positive drug test result, he/she must request, in writing, a second analysis within 72 hours of his/her receipt of notice of the positive test result. The second half of the split sample will be analyzed by a different certified laboratory using the same testing techniques described in the "Testing" paragraph of this section. If an employee is suspended pending the results of the second analysis and the second analysis does not confirm the first, the employee shall be made whole for any pay or benefits lost as a result of the suspension.

Cost of Test. The cost of pre-employment, random, reasonable suspicion and post-accident test(s) shall be paid by the County, to the extent not covered by the employee's

health insurance (if any). The cost of return-to-duty and follow-up test(s) shall be the responsibility of the employee.

Payment of Employee. Employees shall be paid for testing time, including travel time to and from the test or collection site. This time shall be treated as time worked.

VII. CONSEQUENCES OF POSITIVE TEST RESULT

The effect of an employee's positive test result shall be as follows:

First Offense. After the first positive alcohol test, the employee will be provided with a list of Substance Abuse Professionals ("SAPs") readily available to the employee and acceptable to the County, with names, addresses and telephone numbers. The SAP will evaluate the employee and recommend appropriate treatment. If the employee wishes to use a specified treatment professional/facility, he/she must inform the SAP of his/her preference. If the SAP determines that the suggested professional/facility is properly qualified to carry out the recommended treatment, the SAP shall approve the professional/facility. If the SAP determines that the suggested professional/facility is not properly qualified to carry out the recommended treatment, the SAP shall designate one or more professionals(s)/facility(ies) that the employee may use. Any professional/facility which is approved for treatment must: (1) provide the recommended treatment, and (2) make regular reports to the SAP regarding the employee's compliance with the treatment program and his/her progress. If the professional/facility fails to do either or both of these things, the SAP may require the employee to seek treatment from another source. The employee must follow the treatment recommendations of the SAP. If the employee complies with these requirements and is fit to return to work within one year from the date of the positive test, then the employee may return to duty, subject to any follow up testing requirements established by the SAP after consultation with the treatment professional. Otherwise, the employee may be discharged.

Other Offense. For subsequent offenses, the County may discharge the employee immediately.

Cost of Treatment recommended by SAP. The cost of treatment shall be the responsibility of the employee, to the extent not covered by the employee's health insurance.

Leave During Treatment. An employee may use accruals of sick, vacation, holiday and personal time to receive pay while seeking treatment, otherwise this period of time will be a leave without pay. Employee health benefits shall remain in effect during any periods of paid absence.

VIII. REPORTING CRIMINAL CONVICTIONS

Employees must, as a condition of employment, abide by the terms of this Policy and report any conviction under criminal drug statutes for violations occurring on or off County premises while conducting County business. A conviction must be reported to the County within five (5) calendar days after the conviction.

IX. VOLUNTARY REQUESTS FOR ASSISTANCE

Voluntary requests for assistance with respect to alcohol problems will not be subject to discipline for first requests provided the request is made before: (1) notice of testing is given to the employee, (2) the occurrence of an accident, or (3) arrest for an alcohol related offense. The provisions of this section do not apply to drug related requests.

X. NOTICE OF POLICY

The County will provide each employee with a copy of this policy.

XI. EDUCATIONAL MATERIALS

The United States Department of Transportation website has educational materials that explain the requirements of the regulations. These include:

1. **General information**: The United States Department of Transportation, Office of Drug and Alcohol Policy & Compliance website: <http://www.dot.gov/ost/dapc/>
2. **Frequently asked questions**: http://www.dot.gov/ost/dapc/odapc_faq.html
3. **Provisions of the law that apply to you**: <http://www.dot.gov/odapc/am-i-covered>
4. **Employee information**: <http://www.dot.gov/odapc/employee>
5. **Employee handbook**:
<http://www.dot.gov/sites/dot.dev/files/docs/ODAPC%20EmployeeHandbook%20En.pdf>

XII. COUNTY DESIGNEE

The person that can answer questions and provide additional information with respect to the Educational Materials listed in Section XI of this Policy is: Jason Wolfanger, County Highway Superintendent, 4389 Gypsy Lane, Mt. Morris, NY 14510, (585) 243-6700, jwolfanger@co.livingston.ny.us.

XIII. SATISFACTION OF NOTICE AND EDUCATION REQUIREMENTS

CSEA agrees that employee access to the Educational Materials listed in Section XI, coupled with the provisions of drug and alcohol testing Memorandum of Agreement of the collective bargaining agreement between the County and CSEA, and this Policy satisfy all Policy and Notice Requirements set forth in Section 2 of the drug and alcohol testing Memorandum of Agreement and all County obligations under 49 CFR 382.601, and other applicable regulations.

CERTIFICATE OF RECEIPT

I hereby certify that I have received and reviewed a copy of the Educational Materials referenced in Section XI of this Livingston County Drug and Alcohol Policy, a copy of this Policy and a copy of drug and alcohol testing Memorandum of Agreement of the collective bargaining agreement between the Livingston County and CSEA.

Print Name

Signature

Date: _____



REQUEST FOR UNION TIME

CSEA Full-time Employee Unit

STEP 1: EMPLOYEE REQUEST

Employee's Name: _____

Job Title: _____

Union Title or Representative Status: _____

Purpose of Absence from Duty (check one):

- CSEA Delegate Meeting
- CSEA Board of Directors Meeting
- Investigatory interview of employee who is potential subject of discipline
- Disciplinary conference
- Grievance Representation
- Labor-management meeting
- Contract negotiations meeting with County
- Interpretation, application or enforcement of the Collective Bargaining Agreement.

(Complete the next statement.)

The activity is: _____

Other _____

Date of Absence: _____

Time of Absence: _____

Start: _____ a.m. p.m. End: _____ a.m. p.m.

Employee Signature: _____

Date: _____

[Requesting employee submits request to his/her Department Head.]

STEP 2: DEPARTMENT HEAD RESPONSE (TIME OFF)

Time Off Request is: Approved Disapproved

If disapproved, explain why: _____

Dep't Head Signature: _____ Date: _____

[If approved, Department Head checks with Director of Human Resources re: approval of payment.

If disapproved, Department Head retains copy and returns original to employee.]

STEP 3: DIRECTOR OF HUMAN RESOURCES RESPONSE (PAYMENT)

Payment for union leave is: Approved Disapproved

If disapproved, explain why: _____

Authorized signature: _____ Date: _____

EXHIBIT 1

[Department Head retains copy, provides original to requesting employee.]

STEP 4: IF REQUEST DISAPPROVED, EMPLOYEE DECISION

Disapproval of request is: Accepted Rejected

[If rejected, proceed to step 5. Otherwise process ends.]

STEP 5: REQUEST FOR SPECIAL APPROVAL

I am requesting special approval of my request for paid union leave. The reason(s) why I believe special approval should be granted are:

Employee Signature: _____ Date: _____

[Submit request to County Administrator. Send copy to Director of Human Resources and CSEA President.]

STEP 6: COUNTY ADMINISTRATOR DETERMINATION

The request for special approval is Approved Disapproved on a non-precedent setting basis.

County Administrator Signature: _____ Date: _____

[Return original to employee. Send copies to Department Head, Director of Human Resources and CSEA President.]

NOTICE TO EMPLOYEE: If the County Administrator disapproves your request for special approval, you have the following choices:

1. **File a grievance** regarding the original disapproval of your paid union leave request within fifteen (15) working days from the date of the County Administrator’s disapproval; **AND/OR**
2. **Conduct the union business** in question:
 - (a) During your work hours using an appropriate leave accrual to receive pay or choose to take authorized absence without pay. (Note: This option is only available if you have received permission from your department head to leave duty.) **OR**
 - (b) Outside your work hours: Ask the County to reschedule the meeting to a time outside of your work hours. (Such requests will not be unreasonably denied.)

DILIGENCE STATEMENT

Efforts to Report on Snow Day

1. Employee Name: _____

2. Date of Snow Day: _____

3. On the snow day you

- Reported to work late
- Did not report to work

4. Time of scheduled work shift

Start time: _____

End time: _____

Time of your arrival at work (if applicable): _____

5. Your normal commute to work takes: _____ minutes.

6. On the snow day, you began your commute to work at _____
a.m./p.m.

7. Fully describe the efforts you made to: (1) report to work on time (If you were late), or (2) report to work (if you failed to report for any part of your scheduled shift), and the reasons why you were unable:

[Continue response on back of form if necessary.]

8. Date of Statement: _____

9. Signature: _____