

AGREEMENT

by and between the

COUNTY OF LIVINGSTON

and

**CSEA, Local 1000 AFSCME,
AFL-CIO**

CSEA

Livingston County Part-Time/Seasonal Employees Unit
Livingston County Local 826

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 12th day of July 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 Part-time/Seasonal Employees Unit, hereinafter referred to as the “CSEA.”

ARTICLE 1 - RECOGNITION

Section 1 - Bargaining Unit

The Employer hereby recognizes CSEA as the sole and exclusive negotiating agent for all part-time permanent positions (as defined by Article 1, §3 of the 2023-2027 Livingston County CSEA full-time employee unit collective bargaining agreement), permanent “per diem” positions (as defined in Article 26 of this agreement), and all full-time or part-time seasonal positions (as defined by New York State Civil Service Law) employed by Livingston County in the job titles set forth in section 2 of this Article within the Center for Nursing and Rehabilitation, Office for the Aging, Public Health Department, Department of Social Services, Records Management Department, County Historian’s Office, Office of Central Services, Highway Department, Veterans Services Agency and Public Works Department.

Positions that are excluded from the bargaining unit are those which are represented by the New York State Nurses Association, the Full-Time CSEA Unit, summer seasonal positions as defined in section 3 of this Article, temporary employees as defined by the New York State Civil Service Law, substitute employees as defined in section 4 of this Article, Title V grant employees working in the Office for the Aging, salaried employees, and all other employees not employed in the named departments and titles.

The Employer employs managerial employees who work at the Center for Nursing and Rehabilitation in the titles of Director of Nursing, Assistant Director of Nursing, Director of Rehabilitation Services. Due to staffing issues, these individuals may perform work in the roles of per diem Charge Nurse, Occupational Therapist and/or Nursing Assistant outside of the managerial employee’s regular schedule. In the event that the County utilizes the specified managerial employees in these per diem positions while they are also serving in their primary job titles, the managerial employee shall be excluded from the CSEA.

Section 2 – Titles Within Unit

The following titles are included in the bargaining unit when they meet the criteria described in section 1 of this Article:

Part-time Permanent	
Account Clerk	Assistant Dog Control Officer
Account Clerk/Typist	Building Maintenance Person
Activities Aide	Caseworker
Aging Services Caseworker	Caseworker Trainee
Aging Services Caseworker Assistant	Certified Occupational Therapy Assistant
	Charge Nurse

Cleaner
Clerk
Clerk/Typist
Clinical Aide
Community Mental Health Nurse
Courier
Custodial Worker
Deputy County Historian
Electrician
Food Service Helper
Foster Grandparent Assistant
Home Health Aide
Housekeeper
Hospice Volunteer Coordinator
Laborer
Laundry Worker
Licensed Practical Nurse
Medical Typist
Mental Health Clinical Therapist
Mental Health Licensed Therapist
Neighborhood Assistant
Nursing Assistant
Nursing Team Assistant
Nutrition Aide
Occupational Therapist
Ombudsman Coordinator

Outreach Worker
Personal Care Assistant
Pharmacist
Physical Therapist
Physical Therapist Assistant
Public Health Educator
Public Health Social Worker
Public Health Technician
Records Inventory Clerk
Registered Physician Assistant
Registered Professional Nurse
Scheduler
Senior Nutrition Program Site Manager
Senior Public Health Engineer
Senior Typist
Social Work Assistant Public Health
Department
Speech Pathologist
Telephone Operator
Typist
Other titles for newly created part-time positions if such titles are listed in Article 30, section 13 of the collective bargaining agreement between the County and the CSEA full-time employee unit (“CSEA FT contract”).

Per Diem

Charge Nurse
Licensed Practical Nurse
Nursing Assistant
Registered Professional Nurse

Seasonal

Home Energy Assistance Examiner
Laborer
Motor Equipment Operator I
Other titles for newly created seasonal positions if such titles are listed in Article 30, section 13 of the CSEA FT contract.

Section 3 – Summer Seasonals

As used in this agreement, “summer seasonal positions” are seasonal employees hired between May 1st and August 31st to work for a period of four months or less during a year.

Section 4 – Substitute Employees

As used in this agreement, “substitute employees” means all employees who are hired to perform work during the absences of other employees, so long as the period of substitution does not exceed 300 hours in a calendar year; provided that no employees in the nursing units of the Center for Nursing and Rehabilitation shall be considered to be substitute employees.

Section 5 - Obligations of CSEA

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 written notice is not given, this Agreement shall continue in effect from year to year until such notice is given no later than June 1 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 deductions.¹ 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 authorization(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 the 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.

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.

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.

Section 2 - Non-competitive and Labor Class Employees

Non-competitive and labor class employees shall be regarded as probationary employees until they have been employed within the negotiating unit for a period of two (2) consecutive anniversary years if the employee works at least seven hundred fifty (750) hours in each year, or otherwise three (3) consecutive anniversary years. Absence from work for any reason shall not be included in calculating an employee's probationary period. An "anniversary year" means the twelve-month period following the employee's date of hire or anniversary of the date of hire.

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. A terminated probationary employee may request a meeting with the appointing authority with or without union representation to discuss the termination.

Section 4 - Representation of Probationary Employees

CSEA shall represent all probationary employees within the negotiating unit.

ARTICLE 9 - RETIREMENT

The Employer shall provide retirement benefits through the New York State and Local Retirement Systems in accordance with New York State law and the current Employer practice.

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. It is understood that the bulletin boards will be the same as those designated for the full-time employee CSEA bargaining unit, except that the CSEA part-time/seasonal employee unit shall be provided with a separate bulletin board at the Center for Nursing and Rehabilitation. Additional board space will be provided only if it is approved by the department head. 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 non-controversial 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 - PAID TIME OFF

Section 1 – Accruing Paid Time Off

All permanent part-time and per diem employees will receive paid time off on January 15th and July 15th if they are employed within the bargaining unit on such date(s) and have worked at least three hundred forty one (341) hours as a permanent part-time and/or per diem employee in the preceding calendar half (July 1st through December 31st and January 1st through June 30th respectively). Eligible employees will earn paid time off at the rate of .0410256 hours for every hour worked, but cannot earn more than forty (40) hours of paid time off at any one time, 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.

Section 2 – Use of Paid Time Off

Paid time off may be used in hourly increments. Advance authorization from the Department Head for use of paid time off is required. Requests to use paid time off will not be unreasonably denied.

Section 3 – Full-time Employees Who Become Part-time or Per Diem

When a full-time County employee moves directly into this CSEA PT bargaining unit without a break in service, the employee will be permitted to carryover into the part-time or per diem employment up to thirty (30) hours of accrued leave time. When such time is carried over into part-time or per diem employment, it shall be converted to “paid time off.” In order to effect such a carryover, the employee must notify the Personnel Officer in writing of the accruals that he/she would like carried over into the part-time or per diem employment.

Section 4 – Payment in Lieu of Paid Time Off

Employees may request payment in lieu of paid time off for up to twenty (20) hours of paid time off per calendar year. 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 paid time off must, of course, have already been earned before payment is made.

Section 5 - Payment upon Termination

Accumulated unused paid time off 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 paid time off 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 provider² indicating:
 - a. That the health care provider examined the employee on one of the dates of absence during the notice period,
 - b. 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
 - c. 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 31 (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.

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.

² The term "health care provider" as used in this section shall mean a person authorized by the State or other appropriate governmental entity to diagnose and treat medical conditions.

OR

e. The employee's employment is terminated by the County due to the duration of the employee's Workers' Compensation leave.

Section 6 – Carry Over of Paid Time Off into Full-time Employment

Employees eligible for payment of paid time off upon termination who move directly into full-time County employment in the CSEA full-time employee bargaining unit may instead elect to carry over paid time off to the extent this is permitted under the terms of that collective bargaining agreement. Employees who elect to carry over paid time off must provide written notice of this election to the Livingston County Personnel Office no later than five (5) business days after appointment to the full-time position.

ARTICLE 14 - HOLIDAYS

Section 1 - Work on a Holiday

In the event any permanent, part-time or per diem employee works the majority of his/her scheduled shift during the twenty-four (24) hours when any of the holidays set forth below are scheduled, the employee shall receive one and one-half (1-½) times his regular hourly rate for the number of hours worked on the holiday shift. If the employee is working overtime as defined in Article 26, section 3 of this Agreement, the employee will be paid two times his regular hourly rate for the number of hours of overtime worked on the holiday shift.

Section 2 – Highway Department Seasonal Employees

Seasonal employees who have worked for the Highway Department as regular seasonal employees (not summer seasonal positions) in each of three prior consecutive calendar years shall be entitled to payment for holidays not worked during their period of employment in the fourth and subsequent consecutive calendar years of employment. If the same employees are scheduled to work on a holiday, the employees shall be paid in the same manner described in Section 1 of this Article.

Section 3 - Designation of Holidays

The following is a list of designated holidays:

- | | |
|------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| President's Day | Veterans Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |
| Juneteenth | |

The Employer will issue a notice to all employees stating the days on which the designated holidays will be scheduled each year, not later than October 1, of the preceding year. A holiday shall be the twenty-four (24) hours beginning at midnight of the day designated.

When one of the designated holidays falls on a Sunday, it shall be scheduled on the following Monday. If a holiday falls on Saturday, it shall be scheduled on the preceding Friday. For those

employees working in job titles in which employees as a group are scheduled to work seven days a week, twenty four hours a day, holidays shall be scheduled on the legally designated date of the holiday if the holiday falls on a Saturday or a Sunday rather than on the preceding Friday or the succeeding Monday. For employees of the Highway Department who work a Monday through Thursday schedule, holidays falling on Friday, Saturday or Sunday shall be scheduled on the following Monday. For employees of the Highway Department who work a Tuesday through Friday schedule, holidays falling on Saturday, Sunday, or Monday shall be scheduled on the preceding Friday.

Section 4 – Entitlement to Holidays

This Article does not entitle any employee to a day off, with or without pay, on any of the designated holidays.

ARTICLE 15 - 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 Employer will increase or decrease as soon thereafter as the Employer is satisfied that it has the latest position of the IRS. The Union will notify the Employer 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.

ARTICLE 16 - HEALTH BENEFITS

Section 1 - Coverage Pursuant to the Patient Protection and Affordable Care Act

A. Except as otherwise provided in section 1 of this Article, offers of coverage will be provided to employees who qualify as full-time employees under the Patient Protection and Affordable Care Act (“ACA”) for an applicable stability period. This section describes the coverage to be provided to such employees (hereinafter referred to as “ACA eligible employees”).

ACA eligible employees shall be eligible to participate in the Livingston County Standard Plan or a substantially equivalent plan. Employees may elect any level of coverage offered under the plan that is appropriate for the employee and his/her family, if applicable. As used herein, “level of coverage” means individual coverage, family coverage and other available levels of coverage.

ACA eligible employees who elect coverage following an offer of coverage from the Employer will be responsible for paying one hundred percent (100%) of the established premium equivalent (“premium”) for the level of coverage selected. Premium contributions will be deducted from the employee’s pay. If the employee does not have sufficient pay to cover health insurance deductions, the employee will be responsible for making timely payment of health insurance premiums to the Livingston County Treasurer’s Office. Failure to make appropriate payments will result in cancellation of insurance coverage.

An ACA eligible employee who elects and is provided coverage in accordance with this section will receive the “without health insurance” pay rate, if there is such a rate for the employee’s job title, as specified in Article 26, section 8 and the applicable rate schedule.

An ACA eligible employee and his/her spouse shall not be eligible for double health insurance coverage under the Employer’s plan. If both spouses are employed by the Employer, then they shall be eligible for only one (1) coverage policy.

B. Notwithstanding anything in this Agreement to the contrary, if legislation, regulatory action or other official guidance or judicial interpretation (hereinafter "legal authority") requires the County to provide health insurance benefits in circumstances not required under this Agreement, the County shall comply with this legal authority. The term "requires" includes circumstances where non-compliance with applicable legal authority would result in, or potentially result in, new and/or additional costs to the County with respect to the health insurance it makes available to bargaining unit members. Compliance with this legal authority shall not be considered precedent-setting, past practice, a modification of the collective bargaining agreement or a waiver for any other circumstance.

In the event that applicable legal authority is modified, repealed or otherwise changed, and such action reduces or repeals the County's obligations with respect to providing health insurance benefits to bargaining unit employees and/or their family members, the County may modify or eliminate such benefits consistent with the change in applicable legal authority so long as such modification or elimination does not result in the provision of lesser health insurance benefits than provided by section 1 of this Article.

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 – 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 17 - CSEA REPRESENTATIVE

Section 1 – Union Leave Generally

With the prior approval of the County, union representatives may conduct union business during scheduled work hours. Requests for union leave will be made on the CSEA part-time/seasonal unit request form. Requests for union leave will not be unreasonably denied. Eligibility for paid union leave is governed by the remaining sections of this Article.

Section 2 - 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 shall be allowed up to twenty (20) hours of paid union leave per year to be distributed among and used by its delegates to attend such delegate meetings provided reimbursement for such meetings is made upon request of the Employer from CSEA, Inc. The granting of such leave shall be subject to the reasonable operating needs of the Employer.

Section 3 - 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.

Section 4 - Grievance Representatives

The CSEA President, Grievance Chairperson, and grievance representatives shall be persons eligible to represent unit employees at grievance meetings. Up to two of these persons shall be allowed to represent employees at all stages of the grievance procedure, including at arbitration, and shall suffer no loss of pay for time spent at a grievance hearing or arbitration scheduled during their working hours (no pay for preparation time), plus up to one additional hour for necessary travel on the day of the hearing or arbitration. 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 4A – Grievants

A grievant shall be permitted to attend the step 1 and/or 2 grievance meetings and any arbitration of his/her grievance without loss of pay for time spent at such hearings/arbitration, plus up to one additional hour for necessary travel on the day of the hearing or arbitration. Such attendance shall not unduly interfere with the grievant's performance of job duties and should that occur, grievance handling may be scheduled during the grievant's free time or after working hours.

Section 5 – Investigatory Interviews and Disciplinary Conferences

The Employer shall provide up to ten (10) hours of paid union leave per calendar year to CSEA so its officers and representatives may represent bargaining unit employees at: (1) investigatory interviews where the interviewee is a potential subject of discipline, or (2) disciplinary conferences. In the event that CSEA uses all ten (10) hours of such leave in a calendar year and believes it needs additional paid union leave for such representation, it may submit written requests for paid union leave on a case-by-case basis to the County Administrator, with a copy to the Personnel Officer. Each request shall indicate the date on which leave is to be taken, the approximate amount of time needed, and the reason why pay is believed to be appropriate. The County Administrator may approve or deny such requests or instruct the department conducting the interview or disciplinary conference to schedule it outside the union officer's/representative's work hours. These decisions shall be provided in writing to CSEA. These decisions shall not be precedent setting.

Section 6 - Rules for Grievance Representatives

Functions and responsibilities of CSEA grievance representatives:

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

Section 7 – Persons Eligible for Paid Union Leave

Only officers and designated representatives of this CSEA unit who are employed within this unit shall be eligible for paid union leave as set forth in this Article; however, the CSEA full-time employee unit President or Grievance Chairperson may be eligible for paid union leave, under the provisions of this Article, to represent members of the CSEA part-time/seasonal employee bargaining unit if: (1) there are no CSEA part-time/seasonal unit officers, or (2) there is only one CSEA part-time/seasonal unit officer and that officer needs representation. This includes the right to represent CSEA part-time/seasonal unit employees at grievances as described in Section 4 of this Article. In order for the CSEA full-time employee unit President or Grievance Chairperson to be eligible for paid union leave pursuant to the terms of this Article, he/she must request paid union leave using the CSEA part-time/seasonal employee unit union time request form.

Section 8 - 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.

ARTICLE 18 - 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.

Section 2 - Substitution of Grievance Procedure: General Municipal Law

The inclusion in this article of grievance as defined by Article 16, Section 682, Subdivision 4 of the General Municipal Law is intended to substitute 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 19, 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.

ARTICLE 19 - 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 Personnel Officer. 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 18, 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 20 – SENIORITY

Section 1 - Application of Article

The whole of this Article shall apply only to the non-competitive and labor class permanent, part-time 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 or seasonal 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:

1. Voluntary quit;
2. Discharge;
3. Retirement;
4. 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;
5. Failure to return from an approved leave of absence on the scheduled date of return;
6. Has been laid off for a period of six (6) consecutive calendar months;
7. Has been on a sick leave, paid or unpaid for a period of twelve (12) consecutive calendar months; or
8. Fails to report to work on the agreed date of a recall from layoff.

Items 4, 5 and 7 of this Section shall also apply to all employees within the bargaining unit.

Section 3 - Layoff

In the event that it becomes necessary to lay off part-time 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 among part-time employees in the same job title with the Employer.

Section 4 - Recall

Part-time 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 to part-time positions as described herein. It shall be the responsibility of each laid off person to notify the Livingston County Personnel Office in writing of any changes in the person's residence and/or mailing address following the date of lay off while the person remains on the preferred list. Failure to fulfill this obligation shall relieve the Employer of its obligations regarding recall.

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.

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 part-time position in the same 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.

ARTICLE 21 - RECALL OF SEASONALS

An employee who has worked as a regular seasonal employee (not a summer seasonal) in the Highway Department in each of the three prior consecutive calendar years shall receive recall rights to regular seasonal positions in the Highway Department in the following year in the same manner specified in Article 20, section 4 of this Agreement. No other seasonal employees shall be entitled to recall rights.

ARTICLE 22 - SHIFT DIFFERENTIAL

Section 1 – Application of Article

This article shall apply to employees in all job titles. Only employees in titles that are regularly assigned to work shift work are eligible for the payment of shift differentials. Titles that are “regularly assigned shift work” are those where there are two or more regular work shifts to which employees in the title may be assigned. “Regular work shift” means a shift to which one or more employee is assigned to work as normal work shifts.

Section 2 - 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 3 - Application of Shift Differential

Shift differential shall be paid for each hour worked at the above rates regardless of whether those hours are paid at straight time or overtime.

Section 4 – Shifts Specific to the Center for Nursing and Rehabilitation

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 23 - PAYROLL DEDUCTIONS

The employer may afford payroll deduction for a credit union, United Way contributions and direct payroll deposit.

ARTICLE 24 - 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 25 - LONGEVITY INCREMENTS

Section 1 - Eligibility

All part-time, permanent employees except Nursing Assistants at the Center for Nursing and Rehabilitation who have at least 750 hours worked (including used paid time off) in the prior pay year without a break in service shall receive a longevity increment of an additional \$0.32 per hour for all hours worked in the year following the first pay year in which they meet this standard, and an additional \$0.22 per hour for all hours worked in any subsequent year in which they met this standard during the prior pay year, with a cumulative maximum total of \$2.08 per hour in longevity increments.

An employee who is receiving a longevity increment(s) who then has a break in service shall lose all longevity increment(s) and shall be treated as a new employee if he/she returns following the break in service. An employee who is receiving a longevity increment(s) who then has a pay year with less than 750 hours of work shall not earn an additional longevity increment for that year but shall retain his/her previously earned longevity increment(s) (unless a break in service occurs).

Section 2 - Effective Date of Longevity

Longevity increments shall become effective at the beginning of the first full pay period following the first of the calendar year.

Section 3 – Longevities for Employees Moving from Nursing Assistant Positions

In the event a bargaining unit employee in a Nursing Assistant position moves directly from that position to another bargaining unit position without a break in service, any wage steps that employee had shall be converted to longevities in accordance with the following table:

Step	to	Longevity
New Hire	=	0
Base	=	0
Step 1	=	1
Step 2	=	2
Step 3	=	3
Step 4	=	4
Step 5	=	5

ARTICLE 26 - PAY AND WORK WEEK

Section 1 - 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 that participate in Employer's direct deposit program.

Section 2 - 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 3 - Overtime

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

Section 4 - Annual Salary Increments

Nursing Assistants at the Center for Nursing and Rehabilitation are eligible for annual salary increments. Other employees are not eligible for such increments. Annual salary increments shall be effective on July 1st. Nursing Assistants must be on the payroll the prior December 31st and employed for six (6) full months of continuous service as of July 1st in order to be eligible for consideration for an annual increment.

In the event a bargaining unit employee in a position other than Nursing Assistant moves directly from that position to a bargaining unit Nursing Assistant position without a break in service, any longevities that employee had shall be converted to steps in accordance with the following table:

Longevity	To	Step
0	=	New Hire
1	=	Base
2	=	Step 1
3	=	Step 2
4	=	Step 3
5	=	Step 3
6	=	Step 4
7	=	Step 4
8	=	Step 5
9	=	Step 5

Section 5 - Wage Increases

All employees on the payroll on or after the date of execution of this agreement, shall be paid in accordance with the attached rate schedule, effective on January 1, 2023. The 2023-2027 rate schedule shall be as stated in this agreement.

Effective January 1, 2023, the 2022 rate schedule shall be increased by two dollars (\$2.00) per hour.

Effective January 1, 2024, the 2023 rate schedule shall be increased by three percent (3.0%).

Effective January 1, 2025, the 2024 rate schedule shall be increased by three percent (3.0%).

Effective January 1, 2026, the 2025 rate schedule shall be increased by three percent (3.0%).

Effective January 1, 2027, the 2026 rate schedule shall be increased by three percent (3.0%).

Section 6 - New Hires

Nursing Assistants at the Center for Nursing and Rehabilitation will be paid the Step 1 rate, except as provided in Article 26, section 4 of this agreement or as otherwise provided hereinafter.

If a full-time Nursing Assistant in the CSEA full-time employee unit moves to a part-time or per diem Nursing Assistant position in this unit without a break in service, the employee will be placed at a wage step in the title's grade that is equal to the wage step rate the employee earned prior to the change in status. If there is no equal wage step rate, the wage step rate will be the next higher wage step rate in the title's grade. If the employee's wage step rate prior to the change in status was greater than the highest rate for the title's grade, the wage step rate will be the highest rate in the title's grade. If, however, a Nursing Assistant has changed his/her employment status from part-time or per diem to full-time and then back to part-time or per diem within one year, the employee will be placed at the wage step rate he/she would have earned had there been no change in status. A "break in service" for purposes of this paragraph means an employee left County service for any reason or moved to a position which had a title other than Nursing Assistant.

All other employees shall be paid the rate shown for their titles on the appropriate rate schedule in this Agreement.

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 8 with written notice to the President of CSEA. If the CSEA disagrees with such placement, it 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 8 of this Article.

Section 8 - Wage Grades

GRADE

<u>Grade</u>	<u>Job Title</u>		
1			Building Maintenance Person Deputy County Historian
1A	Seasonal Laborer (other than Highway Dept.)		Laborer Medical Typist Outreach Worker
1B			Records Inventory Clerk Scheduler
2	Cleaner Clerk Clerk/Typist Food Service Helper Typist	8	Home Health Aide
3	Custodial Worker Laundry Worker Personal Care Assistant	9	Home Energy Assistance Examiner, Seasonal Licensed Practical Nurse (outside CNR) ³
4	Activities Aide Clinical Aide Neighborhood Assistant Nutrition Aide Telephone Operator	11	Foster Grandparent Assistant Housekeeper Public Health Technician
4A	Nursing Assistant	11A	Certified Occupational Therapy Assistant Physical Therapist Assistant
5	Assistant Dog Control Officer Courier Senior Nutrition Program Site Manager	13	Aging Services Caseworker Caseworker Trainee Electrician Public Health Educator
5A	Seasonal Laborer (Highway Dept.)	13A	Licensed Practical Nurse with health insurance (CNR)
6	Account Clerk		
6A	Seasonal Motor Equipment Operator I	14	Caseworker Hospice Volunteer Coordinator Social Work Assistant Public Health Department
7	Account Clerk/Typist		

³ CNR = Center for Nursing and Rehabilitation

- 16 Mental Health Licensed Therapist
- 16A Licensed Practical Nurse without health insurance (CNR)
- 16B Registered Professional Nurse with health insurance (CNR)
- 17 Community Mental Health Nurse
Mental Health Clinical Therapist
Registered Physician Assistant
- 17A Charge Nurse with health insurance (CNR)
- 17B Physical Therapist
Occupational Therapist
Speech Pathologist
- 18 Public Health Social Worker
- 18A Registered Professional Nurse without health insurance (CNR)
- 18B Charge Nurse without health insurance (CNR)
- 18C Senior Public Health Engineer
- 19 Pharmacist

Section 9 – Out of Title Assignments

A. If an employee is temporarily assigned to perform the duties of a higher graded position while that position is temporarily vacant due to the absence or termination of the regular incumbent, and this assignment continues for a period in excess of twenty consecutive working days, the employee will be paid the rate of the higher graded position beginning no later than the twenty first (21st) day of the assignment. When the assignment ends, the employee will return to his/her regular position and pay rate. In order to be eligible for the out of title pay, the employee must possess the minimum qualifications for the title. Out of title hours under this paragraph will be treated as if they had been worked in the employee's regular job title for the determination of benefits eligibility under this agreement.

B. If an employee is assigned to work out of title on an intermittent basis in order to supplement the workforce generally, the employee may request a per diem appointment to the out of title position and will submit an employment application showing his/her qualifications for the position. The County may either appoint the employee to the out of title position, if qualified, or refrain from making the out of title assignments in the future. If the employee is appointed, none of the hours worked in connection with the per diem position will be considered for the determination of benefits eligibility under this agreement except for the accrual of paid time off.

C. If the employee and the County disagree as to whether the employee's work assignments are out of title, the employee may submit a request for a classification review to the County Personnel Officer. The County Personnel Officer will review the alleged out of title duties to determine whether or not they are appropriate to the employee's job title, and if not, what title they fall under. If either of the parties disagree with the Personnel Officer's determination, they may appeal the decision under the procedures provided by law for challenging a Civil Service classification determination.

D. If an employee receives out of title pay while working overtime hours, the overtime pay will equal the out of title rate multiplied by one and one half. At all other times when the employee is receiving his regular contractual rate, overtime pay will equal the contractual rate multiplied by one and one half.

E. In the event that the County assigns a part-time or per diem employee to work as a Nursing Assistant in situations where out of title pay is already not provided within Article 29, the employee shall be provided with out of title pay if: (1) the employee meets the minimum qualifications to serve as a Nursing Assistant as set forth within the Livingston County Civil Service job description; and (2) the employee is working outside of the shift that the employee is assigned to work as part of their established schedule for their primary position.

Section 10 – CNR Nursing Staff

There are two employee classes for Charge Nurses, Registered Professional Nurses, Licensed Practical Nurses and Nursing Assistants at the County Center for Nursing and Rehabilitation: class 1 – part-time, and class 2 – per diem. New employees will be hired to a specific class. Employees may only change class with the consent of the Employer.

A. Class 1. All nursing employees fall within this class. Individuals in this class will:

- Be scheduled to work at least an average of 24 hours per week.
 - Work as scheduled.
 - Receive other benefits as provided by this agreement.
 - Receive priority opportunities to volunteer to work up to 40 hours per week.
- B. Class 2. Employees in this class will:
- Be scheduled up to four shifts per month; however, a per diem employee will not be scheduled to work on two weekends per month.
 - Be scheduled up to three holidays per year; however, no per diem employee will be scheduled to work all three of the following holidays in a row: Thanksgiving, Christmas and New Year's Day.
 - Work as scheduled.
 - Be offered available shifts after full-time and part-time employees have been scheduled and offered the opportunity to volunteer.
 - Not receive any benefits (e.g. health insurance, jury duty pay, longevity increments) other than paid time off, holiday pay for holidays worked and eligibility to participate in the deferred compensation program.

ARTICLE 27 - LEAVE OF ABSENCE

Section 1 - Eligibility for Leave

The Employer will authorize leaves of absence with or without pay as required by law. In the event that no statutory leaves are available to an employee, a leave for urgent personal business may be requested by the employee. Leave requests will be made on the leave of absence request form. Requests for leaves must be made at least 30 days in advance of the need unless the need is not known, in which case it will be made as soon as possible. Leave requests for up to two weeks will be made to the employee's Department Head who has authority to approve or reject such requests. Leave requests for more than two weeks will be made to the employee's Department Head who must make a recommendation regarding such requests and submit them to the County Administrator for approval or disapproval. The approval/disapproval of such requests will be in the discretion of the County and will not be precedent setting.

Section 2 - 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 3 - 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.

Section 4 – "No Pay Days"

An employee may take up to two days off without pay each year if the employee has been employed for at least one full calendar year of employment and has not been disciplined for call

offs, tardiness, or any other attendance related problem during the preceding calendar year. When the need to use a no pay day is known in advance, the employee must request authorization from the Department Head to take time off. Such requests should be made promptly after the need for time off becomes known to the employee. If a no pay day is used without authorization from the Department Head, the no pay day will be considered an unauthorized absence unless the absence is otherwise excused under a departmental or County policy.

ARTICLE 28 - JURY DUTY

Employees covered by this agreement who are selected for jury duty shall receive paid leave in accordance with New York State Judiciary Law section 519, if applicable.

ARTICLE 29 - 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 US FHA 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 (NLCP). 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 - 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 7 - 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 8 - 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 9 – 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.
- 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 30 - UNIFORM ALLOWANCE

Section 1 – Part-time and Per Diem Employees

The Employer will provide eligible part-time and per diem employees with uniform allowances on February 1st and August 1st of each year, or on the first workday following such date(s) if the date(s) falls on a weekend day or holiday. Allowances will be for the periods of July 1st through December 31st and January 1st through June 30th respectively. To be eligible, the employee must have been in one or more CSEA part-time/seasonal bargaining unit part-time and/or per diem position(s) that required the employee to wear a uniform not paid for by the Employer for the entire six month period and must have worked at least 350 hours in the six-month period. Eligible employees will receive \$50 on each payment date.

Section 2 – Seasonal Employees

Seasonal employees who are required to wear a uniform which is not paid for by the County will be eligible for a uniform allowance if they have been actively employed for a period of at least four months. Eligible employees will receive \$50 after the completion of four months of active employment. (“Active employment” shall mean working as scheduled with no leaves of absence or other unauthorized absences.) No more than one uniform allowance will be paid per period of seasonal employment.

ARTICLE 31 - BEREAVEMENT LEAVE

In the event of a death in the immediate family, each employee shall be granted up to three days off with pay for time lost during the regular scheduled work week. Employees may use a maximum of three days of bereavement leave per year. 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. Eligible employees may use their bereavement leave in increments of one half (1/2) day.

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.

ARTICLE 32 - CIVIL SERVICE EXAM LEAVE

When a Civil Service Examination for Livingston County positions is held on the 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 one test per calendar year, however, an employee may take additional tests on his/her own time.

ARTICLE 33 - DEFERRED COMPENSATION

Permanent, part-time and per diem employees shall be permitted to participate in the Employer's deferred compensation program. Contributions to the program shall be employee only and shall be voluntary. Employees who wish to participate must complete an appropriate enrollment form and designate contributions as a percentage of their earnings in each pay period. Designated contributions will be deducted from the employee's pay as permitted by law.

ARTICLE 34 - SNOW DAY POLICY

A. **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.

B. **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.

C. **Compensation on Snow Days.**

1. 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.
2. 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.
3. Employees Reporting to Work more than One-half Hour Late.
 - a. **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.
 - b. **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.
4. 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.

5. 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.
6. Employees who Fail to Report for Work.
 - a. **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.
 - b. **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.
7. 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.
8. Payment Options for Missed Work Time. An employee who misses work time and must choose a payment option may choose from among the following:
 - a. **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.
 - b. **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.
 - c. **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.

D. **Excusing Absence/Tardiness.**

1. 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.
2. Non-Essential Employees. The absence or tardiness of a non-essential employee will be excused on snow days.

E. **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.

F. 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.)

G. 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.

H. 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
WHAM Channel 13

RATE SCHEDULES

2023-2027 RATE SCHEDULE

Grade	2023	2024	2025	2026	2027
1	\$ 15.20	\$ 15.66	\$ 16.13	\$ 16.61	\$ 17.11
1A	\$ 15.20	\$ 15.66	\$ 16.13	\$ 16.61	\$ 17.11
1B	\$ 15.84	\$ 16.32	\$ 16.80	\$ 17.31	\$ 17.83
2	\$ 15.96	\$ 16.44	\$ 16.93	\$ 17.44	\$ 17.96
2A	\$ 16.30	\$ 16.79	\$ 17.29	\$ 17.81	\$ 18.35
3	\$ 16.49	\$ 16.98	\$ 17.49	\$ 18.02	\$ 18.56
4	\$ 16.68	\$ 17.18	\$ 17.70	\$ 18.23	\$ 18.77
5	\$ 17.37	\$ 17.89	\$ 18.43	\$ 18.98	\$ 19.55
5A	\$ 17.53	\$ 18.06	\$ 18.60	\$ 19.16	\$ 19.73
6	\$ 17.62	\$ 18.15	\$ 18.69	\$ 19.25	\$ 19.83
6A	\$ 17.98	\$ 18.52	\$ 19.07	\$ 19.65	\$ 20.24
7	\$ 18.33	\$ 18.88	\$ 19.45	\$ 20.03	\$ 20.63
8	\$ 18.76	\$ 19.32	\$ 19.90	\$ 20.50	\$ 21.11
9	\$ 20.23	\$ 20.84	\$ 21.46	\$ 22.11	\$ 22.77
10	\$ 20.25	\$ 20.86	\$ 21.48	\$ 22.13	\$ 22.79
11	\$ 21.48	\$ 22.12	\$ 22.79	\$ 23.47	\$ 24.18
11A	\$ 21.20 - 31.86	\$ 21.84 - 32.82	\$ 22.49 - 33.80	\$ 23.17 - 34.81	\$ 23.86 - 35.86
12	\$ 22.67	\$ 23.35	\$ 24.05	\$ 24.77	\$ 25.52
13	\$ 24.14	\$ 24.86	\$ 25.61	\$ 26.38	\$ 27.17
13A	\$ 25.44	\$ 26.20	\$ 26.99	\$ 27.80	\$ 28.63
14	\$ 25.63	\$ 26.40	\$ 27.19	\$ 28.01	\$ 28.85
15	\$ 27.42	\$ 28.24	\$ 29.09	\$ 29.96	\$ 30.86
16	\$ 29.07	\$ 29.94	\$ 30.84	\$ 31.77	\$ 32.72
16A	\$ 29.67	\$ 30.56	\$ 31.48	\$ 32.42	\$ 33.39
16B	\$ 31.33	\$ 32.27	\$ 33.24	\$ 34.24	\$ 35.26
17	\$ 31.03	\$ 31.96	\$ 32.92	\$ 33.91	\$ 34.92
17A	\$ 33.65	\$ 34.66	\$ 35.70	\$ 36.77	\$ 37.87
17B	\$ 46.83 - 55.83	\$ 48.23 - 57.50	\$ 49.68 - 59.23	\$ 51.57 - 61.01	\$ 52.71 - 62.84
18	\$ 33.18	\$ 34.18	\$ 35.20	\$ 36.26	\$ 37.34
18A	\$ 34.96	\$ 36.01	\$ 37.09	\$ 38.20	\$ 39.35
18B	\$ 37.22	\$ 38.34	\$ 39.49	\$ 40.67	\$ 41.89
18C	\$ 42.16	\$ 43.42	\$ 44.73	\$ 46.07	\$ 47.45
19	\$ 50.20 - 58.77	\$ 51.71 - 60.53	\$ 53.26 - 62.35	\$ 54.85 - 64.22	\$ 56.50 - 66.15

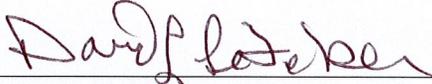
RATE SCHEDULE – GRADE 4A - NURSING ASSISTANTS

Year	New Hire	Base	1	2	3	4	5
2023	\$19.80	\$20.48	\$21.20	\$21.86	\$22.56	\$23.18	\$23.80
2024	\$20.39	\$21.09	\$21.84	\$22.52	\$23.24	\$23.88	\$24.51
2025	\$21.01	\$21.73	\$22.49	\$23.19	\$23.93	\$24.59	\$25.25
2026	\$21.64	\$22.38	\$23.17	\$23.89	\$24.65	\$25.33	\$26.01
2027	\$22.29	\$23.05	\$23.86	\$24.60	\$25.39	\$26.09	\$26.79

THIS AGREEMENT is entered into this 8th day of January, ²⁰²⁴~~2023~~,
by and between LIVINGSTON COUNTY and the LIVINGSTON COUNTY EMPLOYEES
LOCAL 826 CSEA, to become effective January 1, 2023.

LIVINGSTON COUNTY

By:



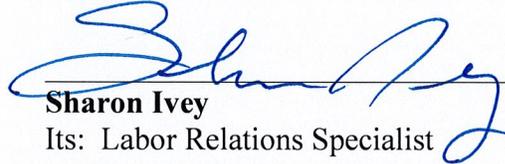
David L. LeFeber
Its: Chairman of the Board of Supervisors



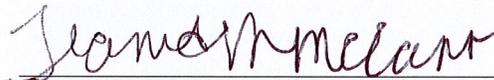
Ian M. Coyle
Its: County Administrator

**LIVINGSTON COUNTY EMPLOYEES
LOCAL 826 CSEA**

By:



Sharon Ivey
Its: Labor Relations Specialist



Jeanette McCann
Its: Local 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 PART-TIME/SEASONAL 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: 08/23/21

CSEA

By:



Renee Chichester
Its: Labor Relations Specialist

Date: 8/20/21

Jeanette McCann

Jeanette McCann

Its: President

Date: 8/23/21

DRUG AND ALCOHOL POLICY



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 part-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

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 days⁴ 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.

⁴ "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 required 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: _____

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: _____

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made this 13th day of DECEMBER, 2023, by and between the CIVIL SERVICE EMPLOYEES ASSOCIATION, LOCAL 1000 AFSCME, AFL-CIO, LIVINGSTON COUNTY LOCAL 826 (Part-time Employees Unit), hereinafter referred to as “CSEA PT,” and LIVINGSTON COUNTY, hereinafter referred to as “COUNTY,”

RECITALS:

- A. The CSEA PT and the COUNTY entered into a successor collective bargaining agreement on July 12, 2023.
- B. The parties’ wish to amend the agreed upon language in the Article 1, Section 1.
- C. The parties also wish to correct pagination throughout the document.

NOW, THEREFORE, in consideration of the promises and agreements made herein and for other good and valuable consideration, the parties hereby agree as follows:

- 1. The last paragraph of Article 1, Section 1 shall be revised as follows:

The Employer employs managerial employees who work at the Center for Nursing and Rehabilitation in the titles of Director of Nursing, Assistant Director of Nursing, Director of Rehabilitation Services. Due to staffing issues, these individuals may perform work in the roles of per diem Charge Nurse, Occupational Therapist and/or Nursing Assistant outside of the managerial employee’s regular schedule. In the event that the County utilizes the specified managerial employees in these per diem positions while they are also serving in their primary job titles, the managerial employee shall be excluded from the CSEA. ~~The managerial employee shall be paid in accordance with the Rate Schedule within this agreement.~~

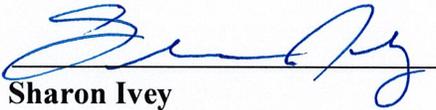
- 2. The pagination, including updates to the table of contents, as well minor typographical edits have been made and are reflected in Exhibit A (reline contract document) to this agreement.
- 3. This agreement shall not be modified except by a writing signed by all parties.

4. This agreement shall be binding upon and inure to the benefit of each of the parties hereto, and each of their respective legal representatives, estates, successors, assigns, heirs, administrators, personal representatives, and executors.
5. This agreement may be executed in any number of counterparts, all of which shall constitute one and only one agreement. So long as original signatures of each party are secured, the parties agree that it is not necessary that all signatures be on a single page. A facsimile or electronic copy of this agreement will have the same force and effect as the original.

IN WITNESS WHEREOF, the parties have caused this agreement, which consists of three (3) pages, to be executed on the date shown by each of their signatures below.

CSEA PT

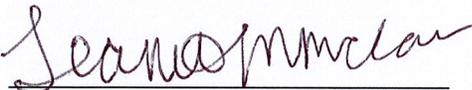
By:



Sharon Ivey

Its: Labor Relations Specialist

Date: _____



Jeanette McCann

Its: President

Date: 1/5/24

LIVINGSTON COUNTY

By:



Ian Coyle

Its: County Administrator

Date: 01-05-24