AGREEMENT

BETWEEN

MONROE COUNTY

AND

MONROE COUNTY FEDERATION OF SOCIAL WORKERS

I.U.E.-C.W.A. 81381

JANUARY 1, 2024
TO
DECEMBER 31, 2026

INDEX

Article		Page
7.2	ABUSE OF ATTENDANCE	4
21.12	AD HOC EVALUATION COMMITTEE	16
29.6	ADVANCE TRAVEL FUNDS	23
34	AFTER HOURS AND STAND-BY COVERAGE	30
18	ASSIGNMENTS	13
29.8	BENEFITS ELIGIBILITY	23
23	BULLETIN BOARDS, RIGHT TO INFORMATION, ETC	18
29.12	CAREER LADDER	24
33	CHILDREN'S CENTER	28
29.7	CIVIL SERVICE EXAMINATIONS	23
19	CLASSIFICATION, AND RECLASSIFICATION	13
4	COLLECTIVE BARGAINING UNIT	2
5	COMPENSATION.	3
28	CONFERENCE ATTENDANCE	21
22	COUNSELING AND PROGRESSIVE DISCIPLINE	16
29.4	DEATH IN THE FAMILY	23
10	DENTAL CARE COVERAGE	8
27.3	DEPARTMENT REORGANIZATION	20
21.1	DEROGATORY DOCUMENTATION	15
7.5	EARNING AND USE OF CREDITS	4
14	EDUCATION LEAVE	10
21.9	EMPLOYEE ACCESS TO PERSONNEL FILE	16
21.2	EMPLOYEE EVALUATION	15
21.3	EVALUATION OF PROBATIONERS	15
30	FEDERATION REPRESENTATION	25
24	FEDERATION USE OF FACILITIES	18
29.13	FLEXIBLE BENEFITS	24
22.3	FORMAL COUNSELING PROCEDURE	17
23.3	FURNISHING OF INFORMATION AND DATA	18
32	GRIEVANCE PROCEDURE	27
29.3	HALF-PAY SICK LEAVE	22
9	HEALTH INSURANCE	6
13	HOLIDAYS	9
5.6	INCREMENTS	3
21.6	INFORMAL COUNSELING INTERVIEW	15
22.3	INFORMAL COUNSELING PROCEDURE	17
15	IN-SERVICE TRAINING	11
27	JOB SECURITY	20
27.5	JOB SECURITY (PROVISIONAL EMPLOYEE)	21
29.9	JURY DUTY	24

30.5 LABOR-MANAGEMENT COMMITTEE 25
31 LEAVE FOR UNION BUSINESS 26
7.9 LEAVE OF ABSENCE 5
11 LONGEVITY 9
3 MANAGEMENT RIGHTS 2
7.8 MATERNITY LEAVE 5
37 MERIT EVALUATION SYSTEM 31
7.7 MILITARY DUTY 4
19.3 NOTICE OF EXAMINATIONS 14
23.6 ORIENTATION PERIODS 18
29 OTHER BENEFITS 21
26 OUT-OF-TITLE WORK 19
25 OVERTIME 19
35 PART-TIME EMPLOYEE BENEFITS 30
7.3 PAYROLL PERIODS 4
21 PERSONNEL PRACTICES 15
7 PERSONNEL RULES 3
16 PHYSICAL WORKING CONDITIONS 11
21.13 POST-EMPLOYMENT EVALUATION 16
18.2 POSTING OF OPENINGS 13
1 PURPOSE 1
2 RECOGNITION 1
6 RESIDENCY 3
8 RETIREMENT 5
20 SENIORITY 14
23.2 SENIORITY LISTS 18
36 SEVERABILITY 31
29.11 SHIFT PREMIUM 24
29.2 SICK LEAVE 21
29.5 SPECIAL LEAVE WITHOUT PAY 23
7.10 TRANSFER, RESIGNATION, TERMINATION 5
12 TRANSPORTATION REIMBURSEMENT 9
14.3 TUITION REIMBURSEMENT 10
27.4(D) UNPAID FURLOUGHS 21
29.10 VACATION 24
17 WORK LOAD 12
7.6 WORKERS' COMPENSATION 4
29.1 WORK WEEK 21
ADDENDUM 37
TERM OF AGREEMENT 37

AGREEMENT

This is an agreement made December 27, 2023, by and between Monroe County, a municipal corporation with offices at the County Office Building, 39 West Main Street, Rochester, New York (hereinafter referred to as the "County") and the Monroe County Federation of Social Workers, I.U.E.-C.W.A. 81381, A.F.L.-C.I.O., (hereinafter referred to as the "Federation") located at 740 Driving Park Avenue, Suite A, Rochester, New York 14613.

ARTICLE 1
PURPOSE

It is the intent and purpose of this agreement to promote and improve harmonious relations between the parties hereto, and to set forth herein, the covering rates of pay, hours of work and conditions of employment, to facilitate the continuance of orderly collective bargaining relations between the parties and to secure a prompt equitable disposition of grievances, pursuant to the New York State Public Employment Fair Employment Act.

The parties herein further agree that the County and the Federation, through its members, are engaged in furnishing an essential public service to the community. The parties, therefore, have a high degree of responsibility in so serving the public to maintain such services without interruption.

The provisions of this agreement shall be applied equally to all employees in the bargaining unit, without discrimination as to all protected classes under state and federal law.

The parties agree to meet and confer in respect to any problem relating to affirmative action, with a sincere desire to resolve such problem.

Nothing contained herein shall be construed to violate Civil Service Law, rules and regulations.

ARTICLE 2
RECOGNITION

Section 2.1: Pursuant to the certification granted by the Monroe County Public Employment Relations Board on October 30, 1972, the County hereby recognizes the Monroe County Federation of Social Workers, I.U.E.-C.W.A. 81381, as the sole and exclusive representative for all employees in the collective bargaining unit, as set forth in Article 4.

Section 2.2: The County shall deduct dues and initiation fees as designated by the Federation from the salaries and wages of employees who have signed authorizations permitting such deductions, and shall remit these deductions with a check off list to the Treasurer of the Federation by the thirtieth day of each month. In accordance with the provisions of Section 208 of the Civil Service Law, the County must have a signed authorization card on file for any deduction to be made and the Federation shall be responsible for providing the County with a copy of the signed authorization card.

Section 2.3: Any employee covered by this contract who requests the withdrawal of their Federation membership shall do so in writing, in accordance with the terms of the signed authorization. Such written indication shall be addressed and sent to the Director of Human Resources, County of Monroe, and to the President of the Federation.

Section 2.4: The County shall provide payroll deduction for employee contributions to the Federation COPE Fund, upon written authorization of the employee. The deductions shall be remitted by the County to the Federation Treasurer separately from other funds on a regular basis, as agreed to by both parties.

Section 2.5: Each party to this agreement hereby affirms its commitment to adhere to all the terms of this agreement for the duration of this agreement. The Federation hereby affirms its statutory responsibility not to engage in, cause, instigate, encourage or condone any strike or other concerted stoppage of work or slowdown.

Section 2.6: The Federation shall indemnify and save the employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or for reason of action taken by the employer, in reliance upon payroll deductions authorizations cards submitted by the Federation to the employer.

ARTICLE 3
MANAGEMENT RIGHTS

Section 3.1: The parties acknowledge that during the negotiations that resulted in this agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any bargainable subject matter, and that this agreement represents the complete and final understanding on all bargainable issues discussed by the parties. Therefore, the parties voluntarily waive the right, and each agrees that the other shall not be obligated, during the term of this agreement, to bargain collectively with respect to any bargainable issue discussed during the negotiations or expressed in this agreement, provided, however, that the County may not act unilaterally in any area that is a mandatory subject of bargaining; and, provided further, that nothing in this section shall be deemed to infringe upon the County's rights of management as set forth in the next section.

Section 3.2: The Federation recognizes that all of the functions, rights, powers, responsibilities and authority of the County, in regard to the operation of its departments and the direction of its work force, which the County has not specifically abridged, deleted, delegated, granted or modified by this agreement, are, and shall remain, exclusively those of the County, except that the County agrees to continue during the term of this agreement its past practices which have been consistently in effect, and which affect a significant number of bargaining unit employees.

ARTICLE 4
COLLECTIVE BARGAINING UNIT

TITLE	GROUP
BURIAL ASSISTANCE COORDINATOR	53
CASE WORK AIDE	49
CASEWORK SUPERVISOR	59
CASEWORKER	55
CASEWORKER - BILINGUAL	55
CHILD CARE VISITATION WORKER	51
CHILD SUPPORT EXAMINER	52
CHILD SUPPORT EXAMINER - BILINGUAL	52
ELIGIBILITY EVALUATOR	52
ELIGIBILITY EVALUATOR 2	54
EMERGENCY HOUSING SPECIALIST	51
ENERGY PROGRAM EVALUATOR	51
EXAMINER	52
EXAMINER - BILINGUAL	52
IDENTIFICATION TECHNICIAN	50
MEDICAL CASEWORKER	56
RAPID RESPONSE YOUTH DETENTION WORKER	54
SENIOR CASEWORKER	57
SENIOR ENERGY PROGRAM COORDINATOOR	56
SENIOR ENERGY PROGRAM EVALUATOR	54
SENIOR EXAMINER	54
SENIOR EXAMINER - BILINGUAL	54
SENIOR MEDICAL CASEWORKER	57
SENIOR SOCIAL SERVICES INVESTIGATOR	55
SENIOR YOUTH DETENTION CASEWORKER	57
SENIOR YOUTH DETENTION WORKER	54
SOCIAL SERVICES INVESTIGATOR	54
SOCIAL WORK SUPERVISOR - CHILDREN'S CENTER	59
SUPERVISING YOUTH DETENTION WORKER	56
SUPERVISING EXAMINER	56
SUPERVISING SOCIAL SERVICES INVESTIGATOR	56
YOUTH DETENTION CASEWORKER	55
YOUTH DETENTION WORKER	53

And any other classification which may be agreed to in writing between the parties hereto.

Part-time and per-diem employees within the above job titles shall be considered as part of the bargaining unit. The foregoing job titles are illustrative only, and the parties agree that any title change, which is substantially equivalent to the former title, shall be included in this Article. The parties further agree that all job titles not currently in use shall remain in the bargaining unit if subsequently reinstated.

The County agrees that any new title created which may be within the community of interest of the Federation shall

be submitted in writing to the Federation.

The County shall determine the salary group of any title created within the Federation's community of interest. If there is a disagreement regarding the County's determination of the salary group attached to such new title, the parties agree to enter into negotiations in an attempt to resolve the matter.

ARTICLE 5
COMPENSATION

Section 5.1: Effective January 1, 2024, the salary schedule will be increased 4.25% from the 2023 salary schedule.

Section 5.2: Effective January 1, 2025, the salary schedule will be increased by 3.5% from the 2024 salary schedule.

Section 5.3: Effective January 1, 2026, the salary schedule will be increased by 3.75% from the 2025 salary schedule.

Section 5.4: Effective January 1, 2024, all unit members will be paid on a new salary schedule with Steps A through L.

Section 5.5: All employees coming on the payroll of the County shall be hired at Step "A" of the salary schedule or at a higher step, at the discretion of the Director of Human Resources. Employees commencing employment at Step "A" shall, upon satisfactory completion of the 12 month probationary period, advance to Step "B". For purposes of increment evaluation, the date of employment shall remain as the anniversary date.

Section 5.6: Employees shall receive increments effective the first full pay period of the month in which their anniversary date occurs.

Section 5.7: An employee's date of provisional appointment shall be their increment anniversary date. When a provisional employee achieves permanent status in that title, they shall retain the same increment date as the date of provisional appointment.

Section 5.8: When an employee is promoted to a job title having a higher salary rate, they shall, upon promotion, be paid that salary step in the higher pay group which is at least equal to the next increment in their old title.

If the employee, upon promotion, is at step K or step L in the salary schedule, the employee shall then move to the salary step in the new position which is immediately above the salary in the previous position, plus one additional step.

An employee who moves to a new title without a change in pay group shall, for purposes of increment evaluation, retain their anniversary date prior to the title change.

Section 5.9: All unit members shall be required to receive his or her pay via direct deposit to a bank account or via a deposit card.

Section 5.10: Pay days shall be bi-weekly. If the pay day falls on a holiday, the preceding workday shall become the pay day.

ARTICLE 6
RESIDENCY

The County agrees to waive the residency requirement for all Unit members with the clarification that it cannot unilaterally waive residency requirements for purposes of Monroe County Civil Service Commission exam requirements.

ARTICLE 7
PERSONNEL RULES

Section 7.1: The Department of Human Resources, with the cooperation of the Information Services Department, will maintain records of attendance for all County employees. Each department head is responsible for the accuracy of each attendance record and for following the prescribed procedures. Each department head and employee is responsible for reporting attendance and leave data.

Each employee shall sign a time accounting card attesting to the fact that the employee was "to duty" or on designated type

of leave during each day of the pay period. This must be countersigned with an approved signature in the employee's department. Pay will be authorized only after submission of an approved time accounting card.

Section 7.2: Abuses in utilization of earned credits and/or time off may result in disciplinary action.

In the event of public transportation difficulties, severe storms, floods or similar uncontrollable conditions affecting a group of employees, tardiness and absences may be excused from disciplinary action and employees will be allowed to use their credits to avoid loss of pay.

Section 7.3: The parties agree that all employees will be paid on Friday in 26 equal payroll periods during the course of the year. When requested by the employee, regular authorized deduction plans that have been approved by the Director of Human Resources shall be made each payday.

Section 7.4: During any absence with pay, there shall be no interruption of an employee's service. Credits shall be earned by full-time employees during all payroll periods in which the employee is on full pay status, with the exception of paid educational leave, during which time credits shall not accrue.

Section 7.5: Credits shall be earned by all full-time employees; credits shall accumulate in days and hours and can be used in no less than quarter hour units as approved by the department head or their designee.

Credits earned or taken may be charged or credited in quarter hour blocks.

Earned credits are based upon an employee's hiring date, which shall remain constant. If job changes occur within County government, credits shall remain with the employee.

All credits must be earned before they can be used. Credits accrued shall be noted in the time accounting system in terms of hours appropriate to the job. An employee's signature, written or electronic, and a counter signature, written or electronic, by the department head or their designee on the time accounting card attests to the accuracy of the leave, hours accrued, and posted.

Section 7.6: If an injury occurs as the result of employment, up to five days' salary will be paid without charge against earned sick leave credits. These five days may be credited only within a seven day period immediately following the date of injury. To be entitled to the five days' pay, the following conditions must prevail:

1. The employee must have received medical care relating to the work related illness or injury.

2. A statement of the disability from the attending physician must be submitted to the department head or their designee on/before the seventh day following the commencement of the disability.

3. The physician's statement must confirm that a work related disability occurred and state an expected date of return to work, if possible.

Notwithstanding the above, in each instance an employee sustains an injury in the line of duty as a direct result of an assault and/or physical interaction with a youth or a client, up to five days' salary will be paid without charge against earned sick leave credits.

Employees may choose to use full pay sick leave credits (1702 code) while disabled from work due to a work-related illness or injury, rather than receive payment, as authorized by the Workers' Compensation Board (1703 code). Upon final award by the Board, the employee's sick leave bank will be credited the dollar amount (in terms of hours) equal to the payments as previously prescribed by the Workers' Compensation Board.

Further compensation will be paid according to the rules of the Worker's Compensation Law.

Section 7.7: If an employee is required to render military duty, he or she shall be granted a military leave of absence pursuant to Section 243 of the Military Law of the State of New York.

Application for reinstatement must be made within ninety days from the day military service is terminated. Upon return to County service, all sick and vacation credits to which an employee was entitled at the beginning of the leave will be restored. Adjustments will be awarded in accordance with Civil Service Law and Section 243 of the Military Law of the State of New York.

Consistent with Section 242 of the Military Law of the State of New York, members of the National Guard or the Reserve of the Army, Navy, Marine Corps, Air Force or Coast Guard will be granted a military duty leave of absence up to 30 working days with pay in any calendar year.

Section 7.8: An employee who is pregnant may continue working as long as she and her attending physician feel she can adequately perform her work.

A pregnancy related disability shall be treated in the same manner as any other non- occupational disability in respect to sick leave benefits, except that pregnancy related disability shall be certified by the attending physician prior to the payment of sick leave benefits to which the employee may be entitled.

The employee may use any accumulated vacation or compensatory time credits during the non-disability period of maternity leave.

The employee has the right to be reinstated in a position of equivalent pay, subject to the written approval of her attending physician.

Maternity leave shall not exceed one (1) year, which shall include paid and unpaid time.

In the event of an employee adopting a child, the employee, upon written request, shall be granted a leave not to exceed one year, which shall permit the use of earned credits (excluding sick leave) and unpaid leave.

Section 7.9: A written request for a leave of absence without pay for reasons not cited in the Personnel Rules must be submitted to the employee's department head. Upon recommendation and approval of the Director of Human Resources, leave may be granted for no more than one (1) year.

Section 7.10:

1. Transfer to another office or department into a job with the same classification and qualifications are permissible for the benefit of the County. Requests for a transfer by an employee shall be made to the Director of Human Resources.

2. In the cases of resignation or retirement, a written notice of intention shall be given to the department head at least two weeks prior to the last day of employment; compensation will be made for unused vacation and compensatory days up to forty working days in each category.

An employee who is discharged after a determination of incompetency or misconduct or who fails to give two (2) weeks' notice of resignation or retirement shall forfeit compensation for unused vacation credits.

An employee who resigns or retires without giving two (2) weeks' notice shall be entitled to a seventy-two (72) hour "cooling-off" period, during which time they may modify their position by giving the required two (2) weeks' notice; in which case, they will be entitled to the unused compensation for vacation credits.

It is understood, however, that such "cooling-off" period shall not affect the decision to resign or retire, and will not require the department head or their designee to rescind the acceptance of such resignation or retirement.

In the event of an employee's death, compensation for unused credits will be paid first to their beneficiary and then to their estate.

If a person has held a permanent appointment in the competitive class and has resigned, they may be reinstated without examination within one year from the date of such termination. Reinstatement into the same or a similar position, in the same or lower grade, will be subject to Civil Service regulations. A reinstated employee may be granted some sick leave credits at the discretion of the Director of Human Resources.

Any employee removed for just cause from County service will not be eligible for reinstatement.

3. Employment and assignment of relatives shall be pursuant to the policy promulgated by Monroe County.

ARTICLE 8
RETIREMENT

Section 8.1: The improved Career Plan, Section 75-i, shall be continued by the County of Monroe.

Section 8.2: All members of the Plan are granted the application of unused sick leave as additional service credit upon retirement up to 165 days.

Section 8.3: The County shall provide the death benefit provisions of Section 75-i.

Section 8.4: The parties agree that the provisions of this article shall not be inconsistent with the provisions of the New York State Retirement Fund as enacted by the New York State Legislature

Section 8.5: The County will inform new employees during the first ten workdays of their eligibility for participation in the New York State Retirement System.

ARTICLE 9
HEALTH INSURANCE

Section 9.1: (CAT 1) Full-time unit members hired by the County before January 1, 2006, including unit members who are part-time employees prior to January 1, 2006 who later become full-time employees*,* may, by application, become eligible for health insurance as follows:

1. Effective January 1, 2024: Value 2, with the employee contributing 14% of the premium cost.
2. Effective January 1, 2025: Value 2, with the employee contributing 16% of the premium cost.
3. Effective January 1, 2026: Value 2, with the employee contributing 18% of the premium cost.

Section 9.2: (CAT 2) Full-time unit members hired by the County on or after January 1, 2006, but before January 1, 2016, including unit members who are part-time employees prior to January 1, 2016 who later become members of the unit, may, by application, become eligible for health insurance as follows:

1. Effective January 1, 2024: Value 2, with the employee contributing 14% of the premium cost.
2. Effective January 1, 2025: Value 2, with the employee contributing 16% of the premium cost.
3. Effective January 1, 2026: Value 2, with the employee contributing 18% of the premium cost.

Section 9.3: All unit members covered under Sections 9.1 and 9.2 above, who are enrolled in Select 1 as of January 1, 2018 may thereafter elect to buy-up to Select 1, which means the unit member shall pay the difference between the cost of Select 1 and Value 2 in addition to his/her applicable employee contribution rate for Value 2.

Section 9.4: (CAT 3) Full-time unit members hired by the County on or after January 1, 2016, and unit members who are part-time employees prior to January 1, 2016 and subsequently become full-time employees*,* may, by application, become eligible for enrollment in health insurance with the employee contributing 23% of the premium cost for Value 2.

Section 9.5: Effective January 1, 2017, *full-time unit members hired by the County prior to January 1, 2016* who are eligible for but do not participate in County health insurance because they have coverage elsewhere, the County will pay a stipend of $2500, pro-rated.

Such alternate coverage must not result in a fine, tax or other penalty or forfeiture of any kind under the Affordable Care Act or other law, rule or regulation.

The County retains the option to increase the stipend at its sole discretion.

This buy-out provision will not be effective unless at least 55 eligible employees “opt-out” and elect to receive it. The 55 employee requirement will be applied as of January 1st of each year and the buy-out will apply only if the threshold is met as of that date.

Any employee who takes the buy-out but experiences a qualifying event that necessitates his/her return to County coverage

may do so, but the employee shall reimburse the stipend for that year on a pro-rated basis to the County through payroll deductions.

This health insurance buy-out shall also apply to pre-Medicare retirees who choose not to participate in County health insurance coverage, provided that is permitted by law and it complies with the Affordable Care Act.

Section 9.6: The County reserves the right to change insurance carriers if it deems necessary; however, the County agrees to provide at least equal benefits to the coverages offered under this contract.

Section 9.7: The County shall have the right to develop and implement a high-deductible health plan or high-deductible health plans of its choosing as a voluntary alternative to the Value 2 plan. The Union will be consulted before such plan or plans are offered.

Section 9.8: If the Affordable Care Act is repealed or changed, in whole or in part, the benefits made available to unit members, as mandated under the Affordable Care Act, shall revert back to pre-Affordable Care Act mandate coverage levels, 3/23/2010. For clarification, the Affordable Care Act mandated benefits made available to unit members do not extend to retiree plans.

Section 9.9: It shall be the employee's responsibility to initiate such membership in the plan in the appropriate personnel office and the employee shall be responsible for notifying, in advance, the appropriate personnel office respecting any change in status of the employee for medical insurance coverage. The parties agree that duplicate health insurance coverage shall not be available to employees who came on the payroll subsequent to January 1, 1973.

Section 9.10: Retiree Health Insurance: Effective beginning January 1, 2024:

Section 9.11.A: All full-time employees in the bargaining unit who have met existing service time requirements to qualify for retiree health coverage may, upon application, receive benefits provided under this Article with the following conditions:

a. The individual is drawing a pension from the New York State Retirement System immediately upon termination of employment with the County.

b. For individuals in CAT 1 or CAT 2; the individual must have at least ten (10) years of continuous full-time service with the County immediately preceding retirement.

c. Unit members hired on or after January 1, 2016 (CAT 3) will be eligible for retiree health insurance by having twenty (20) years of continuous full-time service for the County immediately prior to retiring. Such retirees will pay the same percentage contribution as active CAT 3 employees towards a Medicare supplement or advantage plan selected by the County which is deemed credible under the standards set by Centers for Medicaid and Medicare (CMS) when they qualify for Medicare.

Section 9.10.B: For full-time employees in the bargaining unit hired before January 1, 2006 (CAT 1) who have met existing service time requirements to qualify for retiree health coverage may, upon application, receive retiree health coverage with the County's contribution to this coverage as follows:

a. For retirees whose age and years of service total 85 or more, the County shall pay 95% of the cost of coverage.

b. For retirees whose age and years of service total 80 to 84, the County shall pay 85% of the cost of coverage.

c. For retirees whose age and years of service total 75 to 79, the County shall pay 80% of the cost of coverage.

d. For retirees whose age and years of service total 70 to 74, the County shall pay 70% of the cost of coverage.

e. For retirees whose age and years of service total 65 to 69, the County shall pay 60% of the cost of coverage.

f. For retirees whose age and years of service total 60 to 64, the County shall pay 50% of the cost of coverage

Section 9.10.C: Full-time employees in the bargaining unit hired on or after January 1, 2006 (CAT 2 and CAT 3) who have met existing service time requirements for retiree coverage, may, upon application, receive coverage at the same contribution rates applicable for active employees hired in their CAT, except they will contribute an additional 1% towards health care for each year under age 60 they retire.

Section 9.10.D: For individuals in CAT 1 or CAT 2, for every year the employee has fewer than fifteen (15) years of service, he or she shall pay an additional 1% contribution toward health care in retirement.

Section 9.11: For purposes of Section 9.10.B, years of service can include all full-time years worked for the County, even if not continuous. For purposes of Sections 9.10.B and 9.10.C, employees who join the County from another New York State public employer with a break in service of thirty (30) days or less, will receive up to five (5) years credit for his or her prior service. For purposes of this Article (CATS 1, 2, and 3), leaves of absences, reinstatements and rehires of up to one year shall not break continuous service.

Section 9.12: Application for continued medical coverage must be made to the Human Resources Department on/before the date of retirement.

Section 9.13: Retirees who move outside of the Rochester managed care coverage area shall have the right to have the County contribute to a health insurance carrier for a plan in their area of residence, in an amount not to exceed that which is available for the retiree under a managed plan care in this section.

Section 9.14: Any employee who has been granted an unpaid leave of absence shall be permitted to continue participation in the group health insurance program for the duration of such leave of absence.

Such employee shall have full responsibility to remit to the County of Monroe the periodic premium required. Failure of the employee to comply with the requirements of premium remittance shall relieve the County of any obligation to continue such employee on its health insurance roster.

The County agrees that at the time of granting permission for an employee to take an unpaid leave of absence, it will, in writing, fully inform such employee of the procedure necessary and the remittance requirement in order for such employee to continue his participation in the County's group health insurance program.

Section 9.15: Spouse and Dependent Coverage: Only the spouse and family at the time of retirement will be eligible for the benefits contained in this Section 9.15.

For all full-time employees hired before January 1, 2016 (CAT 1 and CAT 2), the surviving spouse of a retired employee who completed the requisite years of service for his or her CAT, and who is covered by County health insurance coverage in accordance with this Agreement shall be entitled to continued health coverage (single or family, whichever is applicable) for up to sixty (60) months after the retiree deceases, unless the spouse remarries or is otherwise eligible for different coverage. If the spouse is not Medicare eligible at the time the retiree becomes Medicare eligible, the spouse (and family) will receive continued primary coverage for a maximum of sixty (60) months, or until the spouse becomes Medicare eligible, whichever occurs first, at which time such coverage shall cease and the spouse will be entitled to a Medicare plan when he/she is eligible and enrolls in Medicare. The retiree may continue this coverage past sixty (60) months if the spouse is not yet Medicare eligible and until he/she becomes Medicare eligible by paying the cost of such coverage provided this is permissible under plan terms and insurance regulations.

Section 9.15.B: For all full-time employees hired after January 1, 2016 (CAT 3), spousal and dependent coverage under the pre-Medicare plan will continue for a maximum of thirty-six (36) months after the retiree becomes Medicare eligible and retiree health coverage for a spouse/dependent will continue for a maximum of thirty-six (36) months following a retiree's death. Dependent coverage will continue till the dependent reaches the age of 26, at the rate of $75 per dependent, per month.

Section 9.16: All unit members shall have the option to enroll in coverage for domestic partners for active health insurance.

ARTICLE 10
DENTAL CARE COVERAGE

Section 10.1: Each employee may, at their option, enroll in the County dental program, which is set forth in the Memorandum of Agreement between the parties hereto.

Each new employee shall be eligible for participation in the program, commencing with the 46th day following the date of employment.

The dental insurance cap shall be increased from $750 to $1,000, effective January 1, 1996.

Section 10.2: Retirees of the County who are eligible for health insurance and who have completed at least ten (10) years of continuous full-time County service immediately preceding retirement shall be entitled to fully paid dental coverage (single or family whichever is applicable) which is in effect at the time of retirement.

Section 10.3: The County and the Union will, on an ongoing basis, discuss the implementation and operation of the County's Employee Assistance Program.

ARTICLE 11
LONGEVITY

Section 11.1: All full-time employees covered by this agreement who have given three (3) through four (4) continuous years of service as of July 1 of any year to the County of Monroe shall receive $375 each year.

All full-time employees covered by this agreement who have given five (5) through nine (9) continuous years of service as of July 1 of any year to the County of Monroe shall receive $475 each year.

All full-time employees covered by this agreement who have given ten (10) through fourteen (14) continuous years of service as of July 1 of any year to the County of Monroe shall receive $575 each year.

All full-time employees covered by this agreement who have given fifteen (15) through nineteen (19) continuous years of service as of July 1 of any year to the County of Monroe shall receive $675 each year.

All full-time employees covered by this agreement who have given twenty (20) through twenty-four (24) continuous years of service as of July 1 of any year to the County of Monroe shall receive $875 each year.

All full-time employees covered by this agreement who have given twenty-five (25) or more continuous years of service as of July 1 of any year to the County of Monroe shall receive $975 each year.

Longevity payments shall be made in a lump sum on or about July 1 of each year in accordance with past practices.

ARTICLE 12
TRANSPORTATION REIMBURSEMENT

Section 12.1: The County shall provide mileage allowance in the same amount and on a retroactive basis as that which is promulgated by the Internal Revenue Service to those employees required to use their personal motor vehicles on County business. In the event that public transportation or other private transportation is required, and in the event that parking or toll fees are incurred on County business, such fees and expenses shall be reimbursed upon proper proof thereof, and subject to the County Controller's Office. Reimbursement shall not include any reimbursement for parking fees normally incurred at the employee's place of business.

Section 12.2: Reimbursement shall be made on/before the second vendor payment of the month following the month in which these expenses were incurred, subject to the employee submitting a completed voucher by the fifth (5th) working day of that month.

Section 12.3: Any mileage or parking expense claimed which is less than Ten Dollars ($10) shall not be submitted for payment until the claim exceeds Ten Dollars ($10). In no event, however, shall mileage or parking claims be submitted later than December 1 of any year.

Section 12.4: Employees permanently assigned to a work location where they are required to pay for parking shall receive an annual stipend of $600.00, which shall be paid in the fourth quarter of each year.

ARTICLE 13
HOLIDAYS

Section 13.1: Holidays constitute days off with pay. Holidays to be observed by the County of Monroe shall be:

New Year's Day
Martin Luther King, Jr.'s Birthday
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day/Indigenous Peoples Day
Election Day
Veteran's Day

Thanksgiving Day
The day after Thanksgiving Day
Christmas Day

And a floating holiday which may be taken at a time mutually agreed to between the employee and the Department Head or their designee. If the employee is prevented by the Department from taking the floating holiday during the year, such floating holiday shall be converted to the compensatory time bank of the employee. To receive a floating holiday during any year, the employee must have been hired prior to pay period 21 of that year.

Section 13.2: Observance of the above stated holidays shall be in accordance with the observance prescribed by State and Federal Law.

Section 13.3: When a legal holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, the following Monday will be considered a holiday with pay. Employees who work on holidays shall receive their regular compensation for the hours worked, plus time and one-half in cash or in compensatory time off, at the option of the employee. If an employee's compensatory bank is at the maximum of forty (40) days, such time shall be added to the employee's vacation bank.

ARTICLE 14
EDUCATIONAL LEAVE AND JOINT EDUCATION AND TRAINING FUND

Section 14.1: Educational leave without pay for a period not to exceed two (2) consecutive years may be granted for the purposes of obtaining additional educational training. Such two year consecutive educational leave shall depend upon an employee's successfully completing the first year of educational training.

Section 14.2: Educational leave with pay may be granted for one (1) year or two (2) consecutive academic years. A person requesting educational leave with pay must sign a statement promising to work respectively one (1) year or two (2) years for the County after finishing such studies. Subject to the approval of the New York State Department of Human Services, paid leaves of absence under scholarship approved by the said Department for full-time study shall be provided by the County. While on educational leave with pay, the employee will not continue to accrue credits.

Section 14.3: Tuition reimbursement shall be funded by a jointly administered, County and Union, Education and Training Fund, funded by the County at the rate of two cents per compensated hour for bargaining unit employees. The County and the Union shall engage in discussions regarding the funding rate for the Education and Training Fund at such time as the balance falls below $50,000.00.

Joint Education and Training Fund

Section 14.4: Expenditures from the Joint Education and Training Fund must be job-related or career-related.

Section 14.5: The County shall calculate the total compensated hours for the bargaining unit at the close of pay periods 13 and 26 and shall credit the Joint Education and Training Fund with the appropriate amount at such times.

Section 14.6: Tuition reimbursement:

1. A maximum of 80% of the available funds, on an annual basis, shall be used for tuition reimbursement.
2. Tuition reimbursement shall be 100% of tuition, up to a maximum of $2,000.00 per year, per employee. Costs of textbooks shall also be reimbursed, within the limit of the $2,000.00 maximum, if sufficient additional funds are available. Any remaining funds shall be available for use for other expenditures, pursuant to paragraph 4.
3. Tuition reimbursement requests must be submitted to the Employee Education Project Director in DHS Staff Development no later than 30 days after the beginning date of the class. A request that is denied may be referred by the employee to the Joint Education and Training Fund Committee for review. If the Committee agrees on the disposition of the request, no further review, including the grievance procedure, shall be available. If the Committee does not agree, the denial of the request may be grieved, under Article 32 of the contract.
4. Eligibility for tuition reimbursement shall be determined based upon the following:
    a. Reimbursement determined on a first-come, first-served basis.
    b. If applications are received on the same day, then approval shall be based upon the following criteria, in the following order:
        i. Applicants seeking a degree.
        ii. Applicants who have not received tuition during the prior half-year period (January – June or July – December).
        iii. Highest Monroe County seniority.

5. Job-related and career-related courses eligible for tuition reimbursement shall include courses in the following subject areas: social work, counseling, public administration, business administration, human services, and criminal justice services. Degree programs in these areas, including courses required for the degree programs but not in these areas, shall also be eligible. The Committee may approve other courses as job-related or career-related on a case-by-case basis.
6. Union Executive Board members, Stewards, and Steward alternates, and Administrators and Supervisory staff, shall be eligible for tuition reimbursement for labor relations and employee relations courses.
7. A grade of at least C, or pass in a pass-fail course, shall be required in order to receive tuition reimbursement.

Section 14.7: The parties agree that expenditures related to labor relations and employee relations are proper expenditures from the Joint Education and Training Fund. A maximum of 10% of the available funds, on an annual basis, shall be available for this purpose, as determined by the Committee.

Section 14.8: Other expenditures: The Joint Education and Training Fund Committee shall meet quarterly to mutually agree on other education and training expenditures from the Fund for the next quarter.

Section 14.9: The Committee shall meet as necessary, and at least yearly, to review the purposes for which the Joint Education and Training Fund Committee has been used and to discuss the future operation of the Fund.

ARTICLE 15
IN-SERVICE TRAINING

Section 15.1: The County shall provide relevant training for each new, reassigned or promoted employee. At a minimum, training shall consist of on-the-job training by the immediate supervisor in addition to the departmental orientation program in existence.

Section 15.2: Each employee within the bargaining unit shall be entitled to up to one hour of individual supervision each week, if needed.

Section 15.3: The County shall provide relevant and on-going training for any employee deemed not to be performing adequately in a given area. Training is to be carried out by the immediate supervisor in groups, if there is a group need, or individually, if there is an individual need.

Section 15.4: The County recognizes that County sponsored institutes is an integral part of in-service training. When institutes are held, they shall be provided at no cost for bargaining unit employees.

Section 15.5: The County will utilize its best efforts to provide on-going training for employees covered by this agreement. Two representatives of the Federation shall be included on any curriculum committee, which may be promulgated by the department.

Section 15.6: The County shall provide legal consultation to staff when needed and shall hold training sessions for staff as to legal aspects on an as-needed basis.

ARTICLE 16
PHYSICAL WORKING CONDITIONS

Section 16.1: Each employee covered by this agreement shall be provided by the County with adequate office equipment and supplies.

Section 16.2: Physical Working Conditions: The parties agree to jointly establish and make a good faith effort to meet the following:

Working-condition standards; Safety/security standards;
Standards for cleaning and maintenance;
Monitoring procedures for cleaning and maintenance;
Site-selection criteria to be used in choosing new work locations; Labor/Management committee to recommend site selections and lease terms, including satellite locations.

Section 16.3: The County will not require bargaining unit employees to work under conditions that are unsafe or injurious to their health.

A Safety Committee shall be established, which shall meet on a quarterly, or as needed basis following the conclusion of

Labor Management meetings, when necessary, to discuss previously filed serious Incident Reports and any safety and security issues. General property and building maintenance issues would not be topics of discussion during Safety Committee meetings.

Section 16.4: The County shall notify the Federation of any changes in policy at least ten (10) working days prior to the implementation of such changes, except if circumstances of a true emergency prevent giving such notice.

Section 16.5: The County shall ensure, prior to the occupancy of a new satellite facility, that such facility is safe for occupancy and does not pose a threat to the health of the employees.

Section 16.6: The County agrees to reimburse employees for damages to clothing, eyeglasses, or timepieces when damages are the direct result of a physical assault upon the employee by a client in the course of County business. This will include damages resulting from performance of duty at the Children's Center.

A maximum of two hundred ($200) will be reimbursed for damage to eyeglasses. A maximum of one hundred and fifty dollars ($150) will be reimbursed for damage to clothing and timepieces.

Employees will be reimbursed under the following conditions:
1) The incident must be promptly and fully documented;
2) The damages are not otherwise recoverable.

Section 16.7: A committee consisting of representatives from the Union, and Monroe County Departments of Human Services, Human Resources, Finance, and Law shall be created to review all incidents where an employee's personal vehicle sustains damage as a result of transporting a client in furtherance of the requirements of his/her position and to determine what, if any, actions may be taken in an effort to resolve the matter for the impacted employee. When the committee's review of the incident substantiates the damage giving rise to an employee's claim for reimbursement, and the employee's own negligence was not a cause of such incident, the employee's claim shall be expedited in accordance with the procedures established by the committee. Determinations shall be subject to all procurement and expenditure requirements of the County. Employees who transport clients are encouraged to utilize County vehicles as they are available, and preference for use of a County vehicle will be given to employees whose personal vehicle is being repaired due to damages sustained by a client in an effort to have no interruption to their work schedule.

ARTICLE 17
WORK LOAD

Section 17.1: The County and the Federation endorse the principle of a "fair day's work for a fair day's pay" and agree to cooperate in promoting this principle. The provisions of this article are intended to elaborate the joint understanding by the parties of the meaning of a "fair day's work for a fair day's pay".

Section 17.2: The parties agree that no work load standard based on number of tasks shall be established or used as a criterion to determine the principle described above. In determining minimum levels of satisfactory work for discipline or discharge proceedings, the County shall not be precluded from considering quantity of work in light of all the circumstances of the case.

Section 17.3: The County shall not conduct, engage in or install any time and motion study or system, measured work system, or comparable research method or technique for the purpose of imposing numerical standards on employees.

Section 17.4: No employee who is performing a "fair day's work" shall receive a below average evaluation rating in any section of the evaluation form because of the number of tasks performed.

Section 17.5: No provision of this article is intended to allow or authorize an individual or group of employees to reduce work load below the standard of a "fair day's work for a fair day's pay" endorsed in Section 17.1.

Section 17.6: In the event that work load standards are mandated by the Federal or State government, the County and the Federation shall negotiate the impact of such mandate.

Section 17.7: In the event that employees in any division find it necessary consistently to request overtime approval to meet work load, the matter will be referred to the Labor/ Management Committee for investigation and recommendations.

Section 17.8: The County agrees to use its best efforts to achieve a relatively equal distribution of work load among employees performing similar work within a functional unit.

Section 17.9: The County shall conduct an inventory of work load distribution within the Department of Human Services at least twice a year, with a copy of the inventory and a statement of action taken, if any, submitted to the Federation.

ARTICLE 18
ASSIGNMENTS

Section 18.1: Subject to the provisions of this agreement, the department head retains the right to make work assignments in order to properly carry on the functions of the department.

Section 18.2: The County shall post a notice of all original vacancies existing in the department which the department intends to fill. The posting shall not apply to out-of-title assignments. The notice of openings shall be posted for a minimum period of five (5) business days. A copy of such notice shall be submitted to the Union at the time of posting.

Section 18.3: Assignments shall be made from the list of candidates on the basis of the following:

(a) Selection of one of the three (3) most senior candidates;
(b) Experience in related work;
(c) Satisfactory past performance;
(d) Capability to perform the work with training, within a reasonable period of time.

Where no employees have submitted their names to the posting, involuntary assignments shall be made on the basis of seniority applied inversely, capability to perform the work with training within a reasonable period of time, experience in related work and satisfactory past performance.

The first secondary vacancy that is created by the filling of an original vacancy shall be posted and filled in the same manner as an original vacancy is posted and filled. Further secondary vacancies shall be either posted, filled from a Civil Service list, or filled from any other appropriate source (such as reinstatement, transfer, employee returning from leave), at the department's discretion.

Nothing contained in this article shall interfere with the County's right to fill vacancies with persons who come from outside the bargaining unit.

To fully benefit from their training period, no probationary employee shall be voluntarily or involuntarily reassigned more than once during the probationary period.

Section 18.4: Any employee who voluntarily requests reassignment and is reassigned shall not be eligible for another voluntary reassignment for a period of six months.

Section 18.5: Any employee may submit a special request for reassignment or a special protest against an involuntary reassignment on grounds of hardship. Such hardship requests or protests shall be submitted in writing to the employee's supervisor who shall reply in writing within five (5) working days. Special requests for lateral assignments or special protests on hardship grounds shall not be denied without just and sufficient cause in light of the hardship presented. Denial of such requests or protests may be appealed by recourse to the grievance procedure.

Section 18.6: An employee shall be notified at least two weeks prior to the effective date of a lateral work assignment, unless otherwise mutually agreed to between the Federation and the County.

Section 18.7: The department head shall not reassign an employee for the purpose of imposing a penalty upon them and shall not apply the provisions of this Article in an arbitrary, capricious or discriminatory manner.

ARTICLE 19
CLASSIFICATION AND RECLASSIFICATION

Section 19.1: Any employee alleging that he/she has experienced major changes and/or responsibilities, as a result of a reorganization of any division, unit or team level, or as a result of reassignment, or changes in job function, may appeal to the local Civil Service Commission for a job audit. If the employee is not satisfied with the results he/she shall have the opportunity to appeal to the Civil Service Commission and/or to the Courts.

Section 19.2: The County agrees to consult with the Federation in respect to any future classification or reclassification of any job title within the bargaining unit or of any new title within the Federation's community of interest prior to submission of such classification to the County Legislature or to any of its committees. The County further agrees that upon determination of a classification or reclassification within the community of interest of the Federation, it will promptly enter into consultation

and discussions with representatives of the Federation in respect to such classification or reclassification. The County agrees to make available to representatives of the Federation all data which has an effect upon such determination regarding classification, reclassification and further, the County will permit representatives of the Federation to testify before the Civil Service Commission in respect to any classification or reclassification.

Section 19.3: Notice of examinations shall be sent electronically to all employees represented by the Federation who have a County and/or State email account, at least ten (10) days prior to the cutoff date for submission of applications for the taking of such examinations. Notice of Examinations will continue to be posted in the break room at the Children's Detention Center, as well as other facilities without computer access upon mutual agreement.

Section 19.4: The County shall request that the Civil Service Commission conduct an appropriate examination for new positions as soon as possible.

ARTICLE 20
SENIORITY

Permanent, Competitive Employees

Section 20.1: Seniority shall conform strictly in accordance with Civil Service Law.

Section 20.2: Seniority shall be broken by:

a) Voluntary quit - failure to return within one year from date of resignation.
b) Discharge for cause in accordance with Article 22 of this agreement.
c) Retirement.
d) Failure to return from layoff within fifteen working days following notification.

Section 20.3: Benefits and leave credits, except for health insurance, shall be retained but not accumulate under the following circumstances:

a) Educational leave of absence without pay.
b) Service in Peace Corps, VISTA and similar governmental programs.
c) Maternity leave.
d) Leave of absence without pay.

Section 20.4: Benefits, status and seniority shall be retained and accumulate during any leave of absence with pay.

Leave credits shall not accumulate during an educational leave of absence with pay.

Section 20.5: Seniority accumulation and retention of benefits in respect to military service shall be in accordance with Section 243 of the Military Law of the State of New York.

Section 20.6: Employees shall receive at least two weeks' notice of layoff. Recall from layoff shall be in accordance with Section 81 of Civil Service Law.

Permanent, Non-competitive Positions

Section 20.7: A seniority roster shall be established for the full-time positions of Case Work Aide and Home Management Specialist and this list shall be applied in respect to layoffs and recalls. Seniority shall be accumulated on the basis of permanent, continuous service from original date of hire in a non-competitive position. Employees in a non-competitive position shall not be placed on a seniority roster until such time as they have served a six month probationary period.

Section 20.8: Seniority shall be broken by:

a) Resignation.
b) Discharge for cause in accordance with Article 22, Section 22.2.
c) Retirement.
d) Failure to return from layoff within fifteen working days following recall notification.

Section 20.9: Benefits, except for health insurance, shall be retained but not accumulate under the following circumstances:

a) Educational leave of absence without pay.
b) Service in Peace Corp, VISTA and similar governmental programs.
c) Maternity leave.
d) Leave of absence without pay.

Section 20.10: Benefits and status shall be retained and accumulate during a leave of absence with pay. There

shall be no accrual of leave credits during an educational leave of absence with pay.

Section 20.11: Seniority accumulation and retention of benefits in respect to military service shall be in accordance with Section 243 of the Military Law of the State of New York.

Section 20.12: Employees shall receive at least two weeks' notice of layoff.

Section 20.13: Nothing contained in this article shall be intended to diminish in any manner job rights or status accrued to employees pursuant to Civil Service Law or any other appropriate rules or regulations.

Section 20.14: Job abolishment's in non-competitive titles shall be in inverse order of seniority established for each title.

Employees whose positions have been abolished shall be recalled in non-competitive job titles in inverse order of layoff.

ARTICLE 21
PERSONNEL PRACTICES

Section 21.1: The preparation of derogatory material relating to an employee's performance shall be performed by an employee acting in a supervisory capacity.

Section 21.2: Each employee covered by this agreement shall have a written evaluation of his/her work performance by his/her immediate supervisor once every calendar year, by the anniversary of their date of hire or the anniversary of their appointment to their present position, or upon written request of such employee prior to either the employee or the supervisor leaving the unit. In addition, there shall be a written evaluation of all probationary personnel, which shall occur approximately mid-point between the employee's date of hire and the end of the employee's probationary period.

A probationary employee who has not received a 6-month evaluation shall be presumed to have a passing evaluation. Any deficiencies occurring in the first 6 months must be included in the 6-month evaluation.

Section 21.3: When an employee has probationary status, their supervisor shall, unless impossible, make an interim evaluation in writing of such employee prior to either the employee or supervisor leaving the unit, whether this be due to transfer, reassignment or the supervisor's termination from the department. When a conflict exists, such interim evaluation may be appealed to the department head or their designee.

Section 21.4: The performance evaluation form shall be made available to the evaluator no less than fifteen working days prior to the date the evaluation is due.

Section 21.5: Employees shall be given a copy of any evaluation prepared by their supervisors. Employees shall have the right to discuss such evaluation with their supervisors. The employee shall acknowledge they have read such material to be filed by affixing their signature on the actual copy to be filed, with the understanding that such signature merely signifies that they have read the material to be filed and does not necessarily indicate agreement with its contents.

Section 21.6: No employee shall receive a below average evaluation unless said employee has received an informal counseling interview at least three (3) months before the evaluation, pursuant to Section 22.3 of this agreement.

Section 21.7: An employee concerned as to their evaluation, interim evaluation, or formal counseling interview shall have the right to be represented by the Federation in discussion of such matters with the department head or their designee. Employees who wish a review at that level must present a written request no later than ten (10) working days following the receipt of the written evaluation or corrective interview. The employee or the Federation may request that the subject matter of such discussion be kept confidential.

The determination of the department head or their designee shall be final, and shall not be grievable under Article 32 of this agreement.

Section 21.8: An employee shall have the right to answer the material relating to their evaluation, interim evaluation, or record of a formal counseling interview, and such answer shall be attached to the evaluatory material filed. The supervisor shall acknowledge that they have read such answer by affixing their signature to the answer filed. The affixed signature of the

supervisor merely signifies that they have read such answer and does not indicate that said supervisor agrees with such answer.

The determination of the department head or their designee shall be final and shall not be grievable under Article 32 of this agreement.

Section 21.9: In accordance with past procedures, each employee shall have access to all material in their personnel file. The employee shall have the right to submit a statement concerning any material in their file. Such statement shall become part of the personnel file.

Section 21.10: No person other than authorized personnel shall have access to a covered employee's personnel file. For the purposes of this section, authorized personnel shall be defined as: the employee's immediate supervisor, Staff Development personnel, Certification Supervisors, Administrative Caseworker, and such other persons having a legitimate purpose in examining an employee's personnel file, or as may be authorized by the Director of Human Services, the County Executive, or their respective designees. No other person shall have access to a personnel file without the employee's permission in writing to the department head or their designee.

Any person inspecting an employee's personnel file must affix the date and their signature to the jacket of the personnel file.

Section 21.11: No derogatory material related to the employee's conduct, performance, character or personality shall be placed in the personnel file without notification to the employee. The employee shall be given an opportunity to read such material and may acknowledge that they have read such material by affixing their signature on the material to be filed, with the understanding that such signature merely acknowledges that they have read such material and does not indicate agreement with its contents. The employee shall receive a copy of such material upon request. Any employee who has derogatory material lodged against them shall have such material deleted from their personnel file when such material has been determined invalid by normal grievance procedures, civil court action, or formal or informal hearings within the County.

Section 21.12: An Ad Hoc evaluation committee shall study the current evaluation procedures, when evaluation criteria are being considered which effect members of the bargaining unit, with the goal of refining the criteria for evaluating work performance. Such committee shall meet at appropriate times and shall include two designated representatives of the Federation. When criteria for evaluating work performance are developed, and the Federation representatives disagree with the results, the Federation shall have the right to grieve such criteria with regard to reasonableness commencing at the second step of the grievance procedure.

Section 21.13: A post-employment evaluation will consist of a composite of all past evaluations and shall be completed by designees of the department head.

Employees who resign or retire may request a post-employment evaluation to be completed by designees of the department head.

Section 21.14: The County agrees that all new or changed division policy directives to staff concerning work processes will be in writing and a copy will be provided to the Union upon request.

Section 21.15: A counseling interview encompassing an incident of misconduct or incompetency shall, after one (1) year, not be used to disadvantage an employee for future promotions or assignments unless similar incidents of misconduct or incompetency are documented by the County subsequent to the counseling interview.

Section 21.16: Any report of an adverse nature which is three (3) or more years old shall upon written request of the employee, be removed from the Personnel File and placed in a sealed envelope and may be opened only after reasonable notification to the employee and only for purposes of defense by either the employee or the County in a legal or administrative proceeding. Material, which has been placed in a sealed envelope, will only be referred to in cases of discipline.

ARTICLE 22
COUNSELING AND PROGRESSIVE DISCIPLINE

The purpose of this article is to provide prompt, equitable, and efficient counseling and discipline procedures. Both parties to this agreement recognize the importance of counseling and the principle of progressive, constructive, and corrective discipline. Informal and formal counseling referred to elsewhere in this agreement shall not be regarded as part of the formal disciplinary procedure.

The parties also recognize that employee problem areas shall be addressed whenever possible in the evaluation, supervisory conference, and informal and formal counseling process.

The County shall follow a policy of progressive discipline whenever appropriate. The County agrees that all such proceedings will be conducted with dignity toward the involved employee. All information resulting from counseling and disciplinary procedures will be confidential, except as provided by law and where operationally necessary.

Section 22.1: The following procedures shall apply to all permanent competitive employees, permanent non-competitive employees (with more than 6 months of continuous service), provisional employees with more than one (1) year of continuous service, and part- time employees with more than 910 continuous working hours.

Section 22.2: No employee covered under Section 22.1 shall be disciplined or discharged without just and sufficient cause.

Section 22.3: Informal Counseling Procedure: Verbal discussion of a deficiency shall occur between the immediate supervisor and the employee with a review of progress in thirty (30) days. The verbal discussion shall be reduced to writing, setting forth the deficiency discussed, what improvement is expected, and incorporating a plan to correct the deficiency perceived. The documentation shall not be placed in the employee's personnel file. A copy shall be given to the employee and a copy retained by the supervisor. Dissimilar deficiencies shall be handled as separate issues.

Formal Counseling Procedure: If unsatisfactory performance continues or upon recurrence of unsatisfactory performance, another discussion will be held with the employee. The discussion shall be documented and placed in the employee's personnel file. The record shall include the previous counseling, describe the deficiencies discussed, indicate what improvement is expected, and contain a plan to correct the deficiency. A review of progress will be held with the employee after a reasonable period of time, but no later than thirty (30) days thereafter. This record will be placed in the employee's personnel file and a copy given to the employee. The Union shall be notified of the counseling interview.

Section 22.4: Disciplinary action subject to this article shall consist of:

a. Written reprimand
b. Suspension without pay
c. Demotion
d. Discharge

The term "investigatory interview" shall be defined to mean the questioning of an employee who, at the time of such questioning, appears to be a likely target for disciplinary action.

Prior to disciplining an employee, the department head or their designee shall (in writing) summon the employee, with forty-eight (48) hours of advance notice whenever possible and appropriate, to an investigatory interview.

The notice shall include the allegations made against them and that they are entitled to Union representation at the interview. Simultaneously, the Union shall receive notice of the interview, including the name of the employee, type of interview which is to be conducted, and the date, time, and place of the interview.

During the investigatory interview the employee shall be given a full opportunity to respond to the allegations and shall be allowed consultation with Union representatives. The Union shall have the right to speak on behalf of the employee. The employee and the Union shall be provided with a copy of all materials utilized by the County during the investigatory interview, which are potentially of an adverse nature.

If discipline is issued, a statement summarizing the contents of the investigatory interview shall be provided to the employee and the Union no more than twenty (20) business days following the interview, provided this deadline can be extended upon notice from the County where circumstances warrant such extension. The employee shall have the right to rebut in writing, for placement in the personnel file, any allegations or material of an adverse nature and for any disciplinary action taken by the County.

If, following the investigatory interview, the department head or their designee determines that the allegations made are substantially correct and that disciplinary action is to be taken, the following procedures shall be followed:

1) The employee shall be given notice of discipline which shall contain the reasons for the discipline or discharge, including a description of the alleged acts or conduct, and the dates, times, and places such acts occurred, whenever possible. The notice shall also include the penalty being imposed.

2) A copy of the notice shall be simultaneously given to the Union. Service shall be given directly to the employee or by certified mail.

Section 22.5: An employee, alleging that the disciplinary action taken was without just and sufficient cause, shall have full

recourse to the grievance procedure commencing at Step 2 of Article 32, providing that such grievance is filed within ten (10) business days following receipt of the notice of discipline.

A grievance relating to suspension without pay or discharge shall be filed at Step 3 of Article 32.

The pendency of the grievance under this Article shall not restrict the County's right to take the action being contested by the employee.

Section 22.6: Remedy. If an employee is improperly subjected to an interrogation in violation of the provisions of this agreement, an arbitrator appointed pursuant to the collective bargaining agreement shall have the authority only to exclude information obtained thereby or other evidence derived solely through such interrogation. The County shall have the burden of proof to show that, upon the preponderance of the evidence, evidence sought to be introduced was not derived solely by reason of such interrogation and was obtained independently from the statements or evidence so provided by the employee.

Section 22.7: Burden of proof. In all disciplinary proceedings, the employee shall be presumed innocent until proven guilty, and the burden of proof on all matters shall rest upon the employer. Such burden of proof, even in serious matters, which might constitute a crime, shall be preponderance of the evidence on the record and shall in no case be proof beyond a reasonable doubt.

ARTICLE 23
BULLETIN BOARDS, RIGHT TO INFORMATION AND DATA AND GENERAL PROVISIONS

Section 23.1: The Federation will supply bulletin boards of a reasonable size for the exclusive use of the Federation, which shall be mounted within available space in those facilities which employ members of the bargaining unit. The Federation shall have the right to post notices and other communications pertinent to Union business, and agrees it will not post material which is derogatory or in poor taste.

Section 23.2: The County shall, with five (5) days' written notice, submit to the Federation three copies of the seniority list of all those employees in the bargaining unit, indicating the date of hire, present title, date of permanent appointment, and salary grade and step.

The County further agrees to include in such list those employees having provisional status, indicating date of hire, present title, salary grade, and step.

Section 23.3: The County shall, in writing, notify the Federation of the work area placement of new hires in the bargaining unit within the hire's first complete pay period.

Section 23.4: The County shall, upon request, furnish to the Federation all relevant information and data necessary for the processing of grievances and for the preparation of contract proposals for negotiations, providing such information and data is available to the County.

Section 23.5: The County shall furnish the Federation fifteen hundred (1500) copies of this agreement as soon as it is practicable to do so. The cost of the copies of the agreement shall be shared equally by the parties to this agreement.

Section 23.6: The County agrees to inform any new employee within the bargaining unit that the Federation is the certified bargaining agent for their job title. The department agrees to allot a minimum of one (1) hour of every orientation period to the Federation during which a Federation representative will discuss with trainees contract administration. For all new hires who are not part of a training class, the Union shall be permitted to meet with each new hire on their first day of employment, unless unforeseen circumstances make such meeting impracticable. In such cases, the meeting will occur on the next business day the employee is present.

Section 23.7: The County agrees not to interfere with the rights of employees to become members of the Federation; and there shall be no discrimination, interference, restraint, or coercion by the County (or any County representative) against any employee because of Federation membership. The County further agrees not to discriminate against any employee for acting in an official Union capacity on lawful Union business.

ARTICLE 24
FEDERATION USE OF FACILITIES

Section 24.1: Facilities shall be made available for Federation membership meetings during non-working hours with the prior approval of the department head or their designee.

Section 24.2: Facilities shall be made available during working hours with the prior approval of the department head or their designee for the purposes provided for in Article 30 of this agreement.

ARTICLE 25
OVERTIME

Section 25.1: The County and the Federation agree to the concept of overtime work being performed on a voluntary basis whenever possible. This concept shall remain operative subject to the continuing availability of qualified volunteers.

Section 25.2: Overtime shall be distributed as equally as possible among qualified employees performing similar work within each division.

Section 25.3: Overtime for a special project shall be distributed as equally as possible among qualified employees within each division.

Section 25.4: The concept of overtime work being performed on a voluntary basis shall remain in effect, subject to a sufficient number of qualified volunteers to work the required overtime.

The County agrees to give as much advance notice on overtime work as possible.

The department head or their designee shall notify the Federation I.U.E.-C.W.A. President whenever there is an insufficient number of qualified volunteers.

Section 25.5: The County shall follow the requirements of the Fair Labor Standards Act and any applicable state law for all employees as it pertains to overtime.

Hours paid for but not worked, on holidays, compensatory time off, and vacations shall be counted as time worked for the purpose of calculating overtime. Sick leave time shall not be counted as time worked in the calculation of overtime.

Section 25.6: All time worked between thirty-five hours and forty hours per week shall be at compensatory time off only, unless the department head or designee, in their sole discretion, approves paid straight time overtime, and the employee agrees to receive paid straight time overtime. The maximum accumulation of compensatory time shall not exceed forty (40) days.

Section 25.7: Employees called in to work outside of regularly scheduled hours shall be guaranteed a minimum of 2.67 hours at the rate of time and one-half. Such call-in pay shall not apply to hours, which immediately adjoin the employee's regularly scheduled starting time.

Section 25.8: On terminating employment with the County, an employee will be paid up to forty (40) days' compensatory time accumulation.

ARTICLE 26
OUT-OF-TITLE WORK

Section 26.1: The County agrees not to assign any employee to an out-of-title position in violation of Civil Service Law, rules and regulations.

Section 26.2: An employee directed by supervision in writing to assume the duties of a higher classification for a period in excess of ten (10) consecutive work days shall receive out-of-title pay for the duration of such assignment.

Employees who are directed to work in an out-of-title position without a written directive may promptly file a grievance at the second step of the Grievance Procedure protesting the failure to receive the directive in writing.

Out-of-title pay shall apply only under circumstances when the higher titled employee is on leave of absence or when the department head or their designee decides to temporarily fill a vacancy. Any other claim by an employee that they are working out-of-title may be processed through the department head in a request for a job audit, which shall be conducted by the Human Resources Department.

Section 26.3: Out-of-title pay will correspond to the step in the higher title which is immediately above the salary being received by the employee in their permanent classification, plus one (1) additional step.

Out-of-title assignment in a lower title shall not result in a salary reduction.

Out-of-title assignments shall be designated to the employee in writing, setting forth the commencement date of such out-of-title assignment.

In the event a supervisor of a unit or team is not to be replaced by an out-of-title assignment, the department head or their designee agrees to post a notice in that unit or team stating the name of the individual who will be responsible for the overall supervision of that unit or team.

Section 26.4: The County agrees that it will not assign any employee in the bargaining unit to out-of-title work in a lower title in excess of thirty (30) days in any calendar year except with prior mutual agreement of both parties.

Section 26.5: The County will furnish to the Federation, each month, a list of persons who have been working out-of-title for ten (10) working days or more.

ARTICLE 27
JOB SECURITY

Section 27.1: Any employee within the bargaining unit may refuse a promotion without prejudice and shall not be treated arbitrarily, capriciously or discriminatorily with regard to any future appointments, assignment or promotion.

Section 27.2: Appointments and promotions shall be made according to the rules and regulations of the Civil Service Commission of the County of Monroe and Civil Service Law.

Section 27.3:

a) In the event of a reorganization of the department initiated by the County of its own accord, the County shall negotiate the impact of such reorganization in respect to any matter which is a mandatory subject of negotiations as defined by the Public Employment Relations Board.

b) The County agrees to meet and confer with the Federation prior to any County decision to subcontract, consolidate, merge, transfer or terminate work regularly performed by members of the bargaining unit.

The County shall notify the Union of any request-for-proposal or competitive-bid advertisement that involves work regularly performed by or which could be performed by bargaining unit members. The Union shall have the opportunity to make a proposal to the County in response to the RFP or competitive-bid advertisement within the time frames established for all responders.

The Union may use uncovered release time to develop such proposals.

The County shall provide to the Union financial and budgetary information pertinent to the Union's preparing a proposal.

Neither the receipt of a request-for-proposal nor the submission of a proposal or bid may be deemed a waiver of rights as defined by the Taylor Law and the Public Employment Relations Board.

The County further agrees to negotiate with the Federation the decision and the impact of any decision relating to the action referred to in this sub-section when such matters are mandatory subject of negotiations as defined by the Public Employment Relations Board.

c) In the event of a reorganization of the department mandated by the Federal or State government in which the authority and responsibility for the method of implementation is delegated to the County, the County and the Federation shall negotiate the impact of such plan within the bounds of the County's delegated authority and in respect to those matters which are mandatory subjects of negotiation as defined by the Public Employment Relations Board.

d) In the event of a Federal or State reorganization over which the County has no authority delegated to it, the County shall make every effort to give the Federation full voice in the planning for and implementation of such plan.

Section 27.4:

a) The County will use its most diligent efforts to avoid job abolishment's, to place those employees whose jobs are abolished in other County employment and to ease the impact of job abolishment's in every possible way.

b) In the event lay-offs are scheduled, the provisions of Section 80 and 81 of the Civil Service Law shall apply to permanent, competitive employees.

c) The County agrees to give laid-off employees the opportunity to return to their jobs with 15 working days' notice before hiring new employees in the same job classification.

d) The County and the Union agree that unpaid furloughs are not desirable and all diligent efforts should be made to avoid such occurrences except where an unanticipated fiscal crisis exists.

In such an instance, the County will explore available alternatives and will, prior to making a decision, discuss the situation with the Union. The County will provide to the Union all available, relevant fiscal information on which projections of a fiscal crisis are based.

If the County reaches a decision to engage in unpaid furloughs, it will negotiate the impact of such decision with the Union. The County agrees that any such decision will not be made in a manner, which is unreasonable, discriminatory, arbitrary or capricious.

Section 27.5: An employee who assumes a provisional, competitive position may not be discharged except for just and sufficient cause after serving one year in such provisional position. A claim of discharge without just and sufficient cause may be processed under the provisions of Article 32.

Section 27.6: Nothing contained in this agreement shall be construed to diminish in any way, rights of employees under the Civil Service Law.

Section 27.7: Where a cost-savings program is agreed upon, current employees employed at the time the program is implemented will not lose their Civil Service title or salary grade as a result of implementation of such a program.

ARTICLE 28
CONFERENCE ATTENDANCE

Section 28.1: Employees covered by this agreement shall be eligible for attendance at conferences involving subjects determined by the department head to be relevant and appropriate, subject to the approval of the Director of Human Resources.

Section 28.2: Legitimate expenses incurred at conferences which have been approved by the department head and the Office of the Controller shall be reimbursed to the employee. The department head shall promulgate procedures for advanced payment of expenses to be incurred in conference attendance.

Section 28.3: Subject to the approval of the department head, release time with pay may be granted to employees for conference attendance at the employee's own expense.

ARTICLE 29
OTHER BENEFITS

Section 29.1: The work week for all employees covered by this contract shall be thirty-five (35) hours.

One hour of each full work day is allowed, without pay, for lunch. Fifteen-minute coffee breaks may be taken in mid-morning and mid-afternoon.

Twenty-minute coffee breaks may be taken at mid-morning and mid-afternoon for employees at the Children's Detention Center.

Alternative work schedules will be available to employees upon agreement of the County and the Union.

Section 29.2: Sick Leave

Sick leave constitutes absence for reasons of illness, or injury; medical, optical, dental examinations or treatments; when serious or contagious disease affects a member of the employee's family and requires that employee's care and attendance or when, through exposure to contagious disease, a physician certifies that the employee's presence at the place of duty jeopardizes the health of others.

(Immediate family shall include parents, spouse, children, brother, sister, grandparents and grandchildren, persons occupying

the position of parent of the employee, or any relative who is an actual member of the employee's household.)

When absence is required under the provisions of sick leave, that employee or another person in their stead shall notify their supervisor of the reason within one-half hour prior to the commencement of the work day or as soon thereafter as is possible. Employees employed at the Children's Center or another person in their stead shall notify the supervisor at least four (4) hours prior to the commencement of the work day, or as soon thereafter as is possible. Sickness during the workday or otherwise shall be reported to the immediate supervisor, who, in turn, shall notify the department head. In the event that such employee or person is unable to notify the appropriate department head or their designee, such employee or other person shall notify the Monroe County Office of the Director of Human Resources.

Sick leave shall be earned and posted at the rate of one (1) day per month of service, up to a maximum of 200 days.

Sick leave that extends five (5) or more consecutive working days must be supported by a standard medical certificate completed by an attending physician. The form shall be submitted to the department head within seven days following the return to work.

When sick leave is used for three or more consecutive days because of illness in the immediate family, a certificate by the attending physician covering the nature of the illness and the need for the employee to be in attendance of the relative is required. The Director of Human Resources may verify the validity of any absence under these regulations. Should a doctor or other qualified representative be assigned to visit an employee during an illness, such person shall be allowed into the employee's home.

Failure to submit evidence of illness when required will cause the absence to be considered as time off without pay.

Any employee engaging in gainful outside employment while on sick leave from the County shall not be entitled to sick leave payment.

Section 29.3: Half-Pay Sick Leave

Employees who have been employed by the County for one year or more shall be entitled to half-pay sick leave for a maximum period of three months under the following conditions:

1) The employee has exhausted all available leave time.
2) The employee is subjected to an unpaid waiting period of ten working days.
3) The employee has not abused the sick leave privilege during their term of employment.

Employees who have been employed by the County for two years or more shall be entitled to half-pay sick leave for a maximum period of six months under the following conditions:

1) The employee has exhausted all available leave time.
2) The employee is subjected to an unpaid waiting period of five working days.
3) The employee has not abused the privilege of sick leave during their term of employment.

Employees who have been employed by the County for three years or more shall be entitled to half-pay sick leave for a maximum period of six months under the following conditions:

1) The employee has exhausted all available leave time.
2) The elimination of an unpaid waiting period.
3) The employee has not abused the sick leave privileges during their term of employment.

It is understood that the foregoing sick leave provisions at half-pay may be granted more than once during the twelve-month period, providing the total entitlement is not exceeded during the twelve-month period.

Sick leave at half-pay shall not be unreasonably denied. Challenges to an unreasonable denial of half-pay sick leave shall be processed through the Grievance Procedure commencing at Step 2 of the Grievance Procedure.

If the grievance is not resolved at Step 2 or Step 3 of the Grievance Procedure, the case shall be presented to the Director of Human Resources for final determination. The parties agree that a grievance in respect to half-pay sick leave shall not be arbitrable.

Upon the recommendation of the department head and the approval of the County Executive, an extension of half-pay sick leave may be granted.

Half-pay sick leave shall not be approved unless submitted at least five (5) days in advance of the requirement for half-pay sick leave, unless not possible to do so.

It is understood that half-pay sick leave shall apply only to the employee and not to illness within the employee's family.

The employee may choose to keep, in their time bank, 5 days of paid leave before being placed on half-pay sick leave. This time may be used when the employee returns to work.

Section 29.4: Death in the Family

The Personnel Rules of the County of Monroe regarding death in the family shall also apply to all part-time employees working less than full-time, but at least twenty-five (25) hours weekly, in either a permanent part-time or permanent full-time position.

A full-time employee shall be granted up to four working days with pay due to death in the immediate family. This absence must be reported to the Department Supervisor on the first day of absence.

Immediate family shall include parents, spouse, domestic partner, children, brother, sister, grandparents and grandchildren, person occupying the position of parent of the employee, mother-in-law, father-in-law, or any relative who is an actual member of the employee's household.

Section 29.5: Special Leave Without Pay

With the approval of the County Executive, an employee covered by this contract may be granted up to two (2) years leave of absence for specialized services such as the Peace Corps, VISTA, and other similar governmental programs.

Section 29.6: Advance Travel Funds

Advance travel funds shall be made to eligible employees under procedures promulgated by the Controller's Office and the department head.

Section 29.7: Civil Service Examinations

If death occurs in the immediate family of an employee who is scheduled on that day for a local Civil Service examination, an equivalent exam shall be given upon approval by the Director of Human Resources. Appropriate procedures will be prescribed by the Civil Service Department for reporting the death and applying for examination.

Time off with pay will be permitted in order to take promotional and competitive examinations given by the Monroe County Civil Service Commission. The department head must be given advance notice of the request for release time for such examination.

No examination fee shall be charged to employees in group 52 and below, or to employees taking promotional examinations, or to employees taking open competitive examinations in their career field. A list of career-field examinations shall be agreed upon by the County and the Union.

Section 29.8: Earned credits shall be available to full-time employees and to part-time employees as set forth in Article 35. A full-time employee shall be defined as one who works for the County of Monroe on an annual basis and who is employed regularly 25 hours per week or more.

No benefits or earned credits shall apply to employees who are classified as temporary or seasonal.

A temporary employee shall be defined as one who is employed by the County for a temporary period of time.

A seasonal employee shall be defined as one who is employed by the County for a portion of a year only.

If a seasonal employee works more than nine months in a payroll year, the employee shall be credited with the following earned credits in pay period one of the next payroll year, if the employee is still employed, or when the employee is rehired in the next payroll year: five vacation days, three sick leave days, and five paid holidays as the holidays occur.

All present employees who are receiving pro rata earned credits shall continue to receive such credits.

Employees who receive pro rata credits shall receive such credits based on the following formula. Employees regularly

employed between 25 and 29 hours per week - five hours for each day of credit. Employees employed between 29 and 34 hours per week - six hours per day of credit.

Section 29.9: Jury Duty

To meet an obligation as a citizen by serving on juries, full-time employees will be granted time off with pay for jury duty.

Leave with pay is also granted pursuant to subpoena or other order of the Court providing the employee is not a litigant in the Court action.

However, the per diem jury pays only which an employee receives for serving shall be paid to the County.

An employee who works the afternoon or night shift who is summoned to jury duty shall be considered to be on the day shift working their normal work week for the duration of their jury service.

Section 29.10: Vacation

Any employee who has given at least one (1) months' notice in respect to scheduling a vacation, which has been approved by the employee's supervisor, shall not have their scheduled vacation canceled.

A full-time employee will earn a paid vacation allowance determined by length of continuous service as prescribed below. Vacation time taken shall only be granted when approved by the department head.

FIRST YEAR AND SECOND YEAR: Starting with the first month and ending with the twenty-fourth month of service, vacation shall be earned and posted at the rate of 5/6 days per month of service. This is at an annual rate of 10 days per year.

THIRD YEAR TO NINTH YEAR: After two years of service, starting with the twenty-fifth month and ending with the ninety-sixth month of service, 1 5/12 days per month shall be earned and posted per month. This is at an annual rate of 17 days' vacation per year.

NINTH YEAR TO FIFTEENTH YEAR: After eight (8) years of service, starting with the ninety-seventh month and ending with the one hundred sixty-eighth month, 1 1/2 days per month vacation shall be earned and posted. This is at an annual rate of 18 days' vacation per year.

FIFTEENTH YEAR AND OVER: Commencing with the one hundred sixty-ninth month of service, two days per month vacation shall be earned and posted. This is at an annual rate of twenty-four days vacation per year.

Accumulation of vacation credits is allowed up to a maximum of forty (40) working days. Vacation credits are neither earned nor posted when an employee is at their maximum.

Section 29.11: Shift Premium

An employee whose major part of the working day falls between the hours of 6:00 p.m. and 6:00 a.m., on a regular basis, shall be paid two and one-half percent (2.5%) of the employee's hourly rate per hour shift premium. The major part of a working day is defined as 50% or more of the employee's hours.

Any regular shift, which extends past 6:00 p.m., shall be paid three percent (3%) of the employee's hourly rate per hour shift premium for each hour past 6:00 p.m.

Section 29.12: Career Ladder

In the event a non-competitive employee assumes a position in the competitive class, and either fails the competitive examination or fails to pass the probationary period, such employee will be allowed to return to the non-competitive position formerly held, with no loss of seniority.

In the event an employee holding a competitive position, who formerly held a non- competitive position is laid-off due to reduction of force, such employee will be allowed to return to the non-competitive position formerly held, with no loss of seniority.

In the event a permanent, non-competitive employee assumes a provisional, competitive position, such employee shall not be discharged except for just and sufficient cause and have recourse to the procedures as set forth in Article 32.

Section 29.13: Flexible Benefits

The County will provide a Flexible Benefits Plan at no cost to employees for unreimbursed health, dependent care, and other costs, as permitted by law and regulation.

Section 29.14: All full-time employees (and part-time employees with accruals) will be permitted to use up to four (4) accrued days, one (1) per quarter, for mental health (wellness) related call-ins, without counting as an a occurrence under the County's Time and Attendance Policy. Where an employee has exhausted their accruals, they shall be permitted to utilize an unpaid day for such leave. Notwithstanding the above, employees may not use a mental health (wellness) call-in day on the day before or after an observed County holiday.

ARTICLE 30
FEDERATION REPRESENTATION, RELEASE FOR FEDERATION BUSINESS AND LABOR MANAGEMENT COMMITTEE MEETINGS

Section 30.1: The Federation shall be represented by the following:

A. Federation officers not to exceed four (4) in number, specifically, the four officers are those holding the title of President, Vice- President, Secretary, and Treasurer.
B. Various stewards not to exceed thirteen (13) in number.
C. Grievance Committee members not to exceed five (5) in number.
D. Bargaining Committee members not to exceed seven (7) in number.
E. Labor Management Committee members not to exceed five (5) in number.
F. Delegates to International Convention not to exceed four (4) in number.
G. Delegates to district council meetings not to exceed four (4) delegates once per year, and not to exceed four (4) delegates at other such meetings during the year.

Representatives of the Federation shall be allowed an annual aggregate total of 1,000 hours of release time with pay for the purposes set forth below. This annual allotment of covered release time can only be used for official Union business and must be approved prior to use. The use of release time for Union business shall not be unreasonably denied. Release time may be denied if its use will significantly disrupt operations of a work group or unit. The granting of any release time with pay in excess of the annual aggregate total of 1,000 hours in any calendar year will be at the sole discretion of the Commissioner of DHS or his/her designee.

The Federation shall forward to the Labor Relations Manager a list of the names of all Union representatives in the positions referenced in A – G above, and shall immediately notify the Labor Relations Manager of any name changes as they occur.

Section 30.2: The County agrees to grant two (2) union representatives release time off from their regular duties for the purpose of representing the negotiating unit at P.E.R.B. hearings, arbitrations, Investigatory hearings, meetings with representatives of the County and under other similar circumstances having a legitimate purpose in representing the bargaining unit. Any additional approved release time for Union representatives pursuant to this section will be charged against the Union's annual allotment of release time hours in Section 30.1.

Section 30.3: The County agrees to grant area stewards and grievance committee members release time off from their regular duties to assist in the administration of the provisions of this agreement, to visit as necessary the department facilities, to attend Federation Department County meetings related to bargaining relationship of the parties, and to consult with Federation officers or other I.U.E.- C.W.A. representatives. All release time approved pursuant to this section will be charged against the Union's annual allotment of release time hours in Section 30.1.

Section 30.4: The County agrees to grant seven (7) bargaining committee members covered time off from their regular duties to participate as a bargaining committee in the renewal or reopening of the collective bargaining agreement. Any additional approved release time for bargaining committee members pursuant to this section will be charged against the Union's annual allotment of release time hours in Section 30.1.

Section 30.5: The County agrees to grant six (6) members of the Labor Management Committee release time off from their regular duties to attend Labor Management. Any additional approved release time for members of the Labor Management Committee pursuant to this section will be charged against the Union's annual allotment of release time hours in Section 30.1.

Section 30.6: Delegates to the International Convention and district council meetings will be granted release time from their regular duties to attend these functions on behalf of the Federation. Any approved release time for such purposes will be charged against the Union's annual allotment of release time hours in Section 30.1.

Section 30.7: The County agrees to grant the Union President full release time. Union President release time shall not be

charged against the Union's annual allotment of release time hours in Section 30.1.

Section 30.8: The four officers identified in 30.1.A and each grievance co-chair, not to exceed three (3), may use release time to attend monthly Executive Board meetings, if the meetings occur during the officers' normally scheduled work hours. For all other Union representatives approved to utilize release time to attend Executive Board meetings, if the meetings occur during the representative's normally schedule work hours, he/she must either: (a) utilize release time, which shall be charged against the Union's annual allotment of release time hours in Section 30.1, or (b) utilize accrued time.

Section 30.9: Federation representatives who are to be granted release time, as set forth in the provisions of this article, will be without any loss of pay and without prejudice to any other rights.

Section 30.10: Federation representatives shall notify their supervisors at any time they intend to be absent from their regular duties for Federation business as described in this article.

1. Release time for Union business, with or without pay, shall be provided for legitimate Union functions as set forth in the agreement.

2. Release time for Union business shall not be unreasonably denied.

3. Union representatives shall be allowed a maximum of one (1) hour release time with pay, to prepare for arbitration hearings, improper labor practice hearings, fact-finding hearings, contract negotiations, labor/management committee meetings and other similar proceedings.

Section 30.11: PROCEDURE FOR RELEASE TIME FOR UNION BUSINESS

1. Union representatives shall, in advance, notify the immediate supervisor of the requirement for release time and shall specify the place of intended visitation, the purpose of release time and the estimated duration of absence.

2. Upon arrival at destination, the Union representative shall notify the supervisor of that area of their presence, purpose and estimated duration of stay.

3. The Union representative shall, upon return to his work area, notify their supervisor of the time of return.

4. All notification by the Union representative to their immediate supervisor shall be in writing.

5. It is intended that the provisions of this memorandum shall be implemented in a reasonable manner.

Section 30.12: Labor/Management Committee meetings shall be held in accordance with the schedule agreed upon between the department head or their designee and the Federation committee. The purpose of these conferences will be to take up important matters such as, but not limited to, the maintenance and improvement of harmonious and cooperative relations, discussion of procedures for avoiding future grievances, and policy questions arising out of the administration of this agreement.

A request for conference by either party shall be initiated by written request, setting forth an agenda of subjects to be discussed. A written response to such request shall be rendered within five working days stating a suggested date and time for conducting such conference.

Issues, which are resolved, or positions, which the parties agree to reduce to writing, shall be submitted within five working days of the conclusion of the conference. If pursuant to the function stated in this section, the members of the committee are of the opinion that the problems referred to are not being resolved properly, the committee shall issue a report giving details of the situation with recommendations to the department head and a copy to the County Executive.

ARTICLE 31
LEAVE FOR UNION BUSINESS

An employee, upon request, shall be granted a leave of absence without pay for a period of one year for the purpose of serving full-time with the Monroe County Federation of Social Workers, Local 81381, I.U.E.-C.W.A. Region #3, District #1, the IUE, the CWA, the AFL-CIO, and/or International Labor Organization... Such leave shall, upon request of the employee, be renewed annually.

ARTICLE 32
GRIEVANCE PROCEDURE

Section 32.1: Declaration of Policy
The purpose of this grievance procedure is to provide an orderly process whereby the employees specified herein may equitably and expeditiously settle any grievance that may arise in the course of their employment, free from coercion, restraint, interference, discrimination or reprisal. The procedural provisions contained herein shall be liberally construed for the accomplishment of these objectives.

Section 32.2: Definitions
As used herein, the following terms shall have the following meanings:

a) "County" means the County of Monroe.

b) "Legislature" means the Monroe County Legislature.

c) "Employee" means any person directly employed and compensated by the County of Monroe and represented by Monroe County Federation of Social Workers, except persons employed in the Legislative and Judicial Branch thereof.

d) "Superiors" means persons, regardless of title, who are assigned to exercise any level of supervisory responsibility over employees.

e) "Department head" means the authorized appointing authority, or his designee, for the respective department.

f) "Grievance" means any claimed violation, misinterpretation or inequitable application of the specific and express terms of this agreement, or any existing law, rule, procedure, regulation, order, or work rule of the County that pertains to County employment.

g) "Employee organization" means the Monroe County Federation of Social Workers, Local 81381, I.U.E.-C.W.A.

Pendency of a grievance shall in no way operate to impede, delay or interfere with the rights of the County to take the action complained of, up to and including the decision rendered by an arbitrator.

Prior Notice: Prior to the filing of a grievance, the Federation shall give notice of its intent to file a grievance to the appropriate administrator (list to be provided by the County). The purpose of this prior notice is to provide the parties an opportunity to settle issues before a formal grievance is filed.

Step 1: A grievance as defined hereinabove, between an employee or a group of employees and the County, shall be initiated in the first instance by the Union with the Department's Authorized Designee. Before the Union files the written grievance within the time limit set forth below, the employee will notify the Union President or his/her designee of the claim, and if the President or his/her designee determines that the grievance lacks merit, the Union may waive the claim by not filing the written grievance. The grievance shall be submitted by the Union in writing (identifying the employee(s) affected) within twenty (20) business days from its known occurrence by the employee(s) affected. The Department's Authorized Designee shall serve a written reply to the Union within five (5) business days of the submission of the written grievance.

Step 2: In the event the grievance is not disposed of under Step 1, the Union may request a review of the grievance with the Department Head. Such request shall be submitted to the Department Head in the same manner provided for in Step 1 of the grievance procedure within ten (10) business days of the conclusion of Step 1.

The Department Head or his/her authorized designee shall conduct an informal hearing at which all parties involved may present oral or written statements in support of their position. The hearing shall take place within ten (10) business days following the submission of the grievance to Step 2 of the grievance procedure. The Department Head or designee shall reply within ten (10) business days.

Step 3: In the event the grievance is not disposed of under Step 2 of the grievance procedure, the Federation may request a review of the grievance with the Labor Relations Manager. Such request shall be submitted in the same manner provided for in Step 2 of the grievance procedure and shall be submitted within ten (10) business days from the conclusion of Step 2. Labor Relations Manager shall serve a written reply to the Federation and the aggrieved employee(s) within ten (10) business days following the review of the grievance.

Step 4: In the event the grievance is not disposed of under Step 3 of the grievance procedure, the Federation may submit the grievance to arbitration in the manner provided for below within five (5) business days from the conclusion of Step 3.

The request for arbitration shall be submitted to the County in writing. The Union will simultaneously submit a request for arbitration to I.U.E-C.W.A. If I.U.E-C.W.A does not provide approval on a request for arbitration within 90 days of receipt (unless the County and Union mutually agree to extending such 90 days), the matter shall be deemed withdrawn by the Union. In the event approval is received, the parties agree to request a panel of arbitrators from PERB within 10 business days of I.U.E-C.W.A's approval. Upon receipt, the parties will strike arbitrators until reaching agreement.

The arbitrator, after reviewing oral and written statements presented at such hearings, shall respond in writing to both parties to the dispute within thirty (30) days following the close of such hearing. The decision of the arbitrator shall be final and binding upon both parties to the dispute.

The arbitrator shall not have jurisdiction or authority to add to, modify, detract from or alter in any way the provisions of this agreement or any amendment or supplement hereto. If the grievance concerns matters not covered by this agreement or the procedures contained herein have not been adhered to, said grievance shall be returned to the parties without decision. The fees and expenses of the arbitrator shall be shared equally by the parties to this agreement.

In any monetary award, the arbitrator shall be limited to an award not to exceed the period commencing 15 business days prior to the filing of the grievance.

The time limits as set forth in this article shall be strictly adhered to and shall be binding upon the parties unless waived in writing by mutual agreement for just and sufficient cause.

Nothing contained in this agreement shall be construed to deny any employee their rights under applicable New York State Civil Service Laws and regulations.

ARTICLE 33
CHILDREN'S CENTER

Section 33.1: Annual physical examinations are required for all CDC staff by the NYS Office of Children and Family Services (OCFS) upon hire and annually (based on anniversary date). Examinations shall be provided for employees at no cost. Scheduling of examinations is facilitated by Human Resources. Employees shall receive notice of the need for an examination within 30 days of their anniversary date. If an employee does not attend the scheduled examination, they will be placed on unpaid administrative leave until such time as they complete the examination.

Section 33.2: The Director of the Children's Center shall, whenever a shift vacancy occurs, post such shift vacancy for a period of not less than seven (7) calendar days.

After one year of continuous service at the Children's Center an employee, if qualified, may exercise their seniority in respect to choice of shift. Seniority for purposes of this section shall be defined as the period of continuous service of an employee dating from the first date of employment with the County.

Subject to the provisions of this agreement, the Director retains the right to make work assignments in order to properly carry on the functions of the Center.

When an employee chooses to exercise their seniority for choice of shift, they may not utilize that right again for at least one year. This procedure may be utilized only when a shift vacancy exists.

When no employees have submitted their names to the posting, involuntary assignments shall be made on the basis of seniority applied inversely, capability to perform the work with training within a reasonable period of time, experience in related work, and satisfactory past performance.

Nothing contained in this article shall interfere with the County's right to fill vacancies with persons who come from outside the bargaining unit.

Section 33.3: The employees who are listed hereinafter who are employed at the Children's Center shall continue working the 4-2 wheel schedule. This schedule provides for a 37.50 hour average work week, which average is arrived at over a six-week cycle.

Youth Detention Worker
Senior Youth Detention Worker

It is further understood that the aforementioned classifications shall remain 80 hours and shall have their credits earned and charged based on eight (8) hours per day.

Section 33.4: The holidays as set forth in Article 13 of this agreement shall be observed on the calendar date of the holiday.

Section 33.5: The Monroe County Children's Detention Center, Special Rules re: Monitoring

1. The Monroe County Children's Detention Center and satellite locations are secure facilities, and the monitoring of activities in the building(s) is necessary to protect the health and safety of both residents and employees.
2. As a requirement of the NYS Office of Children and Family Services, the regulatory agency for the facility, and in order to maintain a secure facility and to protect the health and safety of both residents and employees, security cameras are present in the facility. NYS OCFS and Justice Center are permitted the full and complete access to all recorded materials from the cameras by statute.
3. County management retains the right to monitor the activities within the facility by supervisory and administrative staff.
4. When an incident occurs that jeopardizes the health and safety of residents and/or employees, or allegations of inappropriate activities by residents and/or employees are discovered, the video footage may be reviewed by County management.
5. If discipline is issued to an employee as a result of the review of the video footage, upon written request, the County agrees to provide a copy of the video footage to the Union.

Section 33.6: Uniform Policy

A.

1. All Youth Detention Workers shall receive facility issued uniforms at the time of hire. Each uniform issued shall consist of the following:
    a. Three (3) pairs of black pants
    b. Three (3) short sleeve black golf shirts
    c. One (1) black belt
    d. One (1) belt clip
    e. One (1) windbreaker
    f. One (1) knit cap
    g. One (1) baseball cap
2. Each Youth Detention Worker shall wear black rubber-soled shoes (not tennis shoes or sneakers) while in uniform. The County shall provide employees with an annual $150 stipend to purchase such footwear.
3. All Youth Detention Workers shall be required to wear the facility-issued uniforms while on duty.
4. The uniform policy is applicable to all Youth Detention Workers regardless of gender.
5. Failure to wear the Facility-issued uniform, once issued, in accordance with this policy shall result in disciplinary action as defined in the progressive discipline section of this agreement.
6. Youth Detention Workers are expected to report to work physically clean, neat, and well groomed, and remain presentable while on duty, and to abide by the County's Appearance Policy.

B. Maintenance of Uniform

After 6 months of employment, unit members may request additional uniforms on an as-needed basis. Youth Detention Workers may request additional short sleeve black golf shirts, up to a total of (5).

C. Separation from Employment

All uniforms as previously described remain the property of Monroe County. Upon separation from employment all uniforms and its parts shall be returned to the facility promptly. Failure to do so may result in withholding income or requirement that last pay be picked up in person at the facility upon return of all uniforms and related items.

Section 33.7: Roll Call Requirement

Roll Call is the informational session held by a Shift Supervisor prior to the start of a shift. All Youth Detention Workers are required to attend these sessions upon entering the facility for their shift. Roll Call occurs 15 minutes prior to the start of each shift in a designated area within the facility. All Youth Detention Workers who attend the Roll Call are compensated for attendance

(0.25 hour of regular hourly rate for each Roll Call attended). Since Roll Call is required, failure to attend may result in disciplinary action.

If an employee works an additional shift prior to their normal shift or after their normal shift, they shall attend the Roll Call that occurs prior to the first shift that they are reporting for on that day, and shall only claim one Roll Call payment. If an employee works two non-consecutive shifts in a single day, they shall be entitled to claim two Roll Call payments.

ARTICLE 34
AFTER HOURS AND STAND-BY COVERAGE

Section 34.1: Employees of the bargaining unit engaged in after-hours coverage will average thirty- five (35) hours per workweek which will include on-site and off-site duty.

Section 34.2: Employees on off-site after hours duty, including hours worked in excess of thirty-five (35) hours per workweek, will be credited with one (1) hr. for each two (2) hrs. worked off-site. Off-site after hours duty will always be compensated at the rate of one (1) hour for each two (2) hours of duty.

Section 34.3: Hours credited in excess of the thirty-five (35) hour workweek will be compensated in accordance with Section 25.5 of this agreement.

Section 34.4: Employees engaged in on-site after hours coverage of more than five (5) hours shall have an unpaid lunch period of not less than thirty (30) minutes, and not more than one (1) hour. Employees engaged in on site coverage for five (5) hours or less will be entitled to one (1) fifteen-minute break.

Section 34.5: Employees designated for after-hours coverage will be supplied with a portable electronic device.

Section 34.6: Staff employees who are designated for stand-by coverage, exclusive of the normal workweek, will be credited with one (1) hour for each two (2) hours of such coverage.

Section 34.7: Supervisors directed to be on stand-by, exclusive of the normal workweek, will be furnished with a portable electronic device and will be credited with (1) hour payment for each two (2) hours of stand-by or major portion thereof.

Section 34.8: Any employee engaged in off-site after hours or stand-by coverage who is called out to duty shall be compensated in accordance with the provisions contained in Section 25.7 of this agreement.

Section 34.9: In the event of an insufficient number of qualified volunteers for after hours or stand- by coverage, involuntary assignment shall be made in accordance with Article 18, Section 18.3, of this agreement.

ARTICLE 35
PART-TIME EMPLOYEE BENEFITS

Section 35.1: Part-time employees are employees who are regularly scheduled to work less than 25 hours per week.

Section 35.2: Economic benefits for part-time employees who are regularly scheduled to work 17 1/2 to 24 hours per week shall be as follows:

1. Salary increments: Part-time employees shall be hired at Step A of the salary schedule. After having completed one year of satisfactory performance, the employees shall be moved to Step B. Thereafter, part-time employees shall be evaluated on an annual basis and shall receive increments every year, upon satisfactory performance.

2. Part-time employees shall receive holiday pay on a pro-rata basis, based upon the employee's regular work schedule, for any holiday on which the employee is scheduled to work.

3. Part-time employees shall earn a paid vacation allowance on a pro rata basis, based upon the employee's regular work schedule.

4. Part-time employees shall, after 6 months of continuous employment, be credited with 7 hours of sick leave. Upon the anniversary date of employment, and on each anniversary date of continuous employment thereafter, the employees shall be credited with an additional 14 hours of available sick leave.

5. Part-time employees may obtain one of the health insurance plans, as provided for in Article 9, by paying 50% of the insurance premium.

6. Part-time employees shall be paid longevity at one-half of the amounts set forth in Article 11.

Section 35.3: Part-time employees who are regularly scheduled to work more than 24 hours per week for a month or more, shall be given full-time sick leave, vacation, and holiday pay, as such full-time benefits are set forth in the collective bargaining agreement. If such assignment is for two months or more, the employees shall be offered full-time health insurance and dental coverage as such full-time benefits are set forth in the collective bargaining agreement. In addition, the following shall apply to such temporary assignments:

1. Written notice of such temporary assignments shall be given to the employee and to the Union.

2. If a bargaining unit member changes from part-time to full-time, or vice versa, the member shall retain the original hire date for purposes of the collective bargaining agreement.

ARTICLE 36
SEVERABILITY

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 therefore shall not become effective until the appropriate legislative body has given approval.

It is further agreed and understood by both parties that this agreement and all provisions herein are subject to all applicable laws, and in the event any provisions of this agreement are held to violate such laws, such provisions shall not bind either of the parties but the remainder of this agreement shall remain in full force and effect, as if the invalid or illegal provisions had not been a part of this agreement.

ARTICLE 37
MERIT EVALUATION SYSTEM

A rating has the following value for each of the eighteen categories:

1 = 100 points
2 = 75 points
3 = 50 points
4 = 25 points
5 = 0 points

If the double rated box is checked for a category, then its rating is altered as follows:

1 = plus 50 points
2 = plus 25 points
3 = no change
4 = minus 25 points
5 = minus 50 points

The scores for each category are summed and the sum divided by the total number of categories rated to attain the final average.

PASSING POINT

Under this rating system, the passing point is 50%.

EXAMPLES

(A) Rating: 23354223333 (eleven of the eighteen categories)

Points:	three 2's at 75 points	225
	six 3's at 50 points	300
	one 4 at 25 points	25

	one 5 at 0 points	0
Average is: 550 divided by 11 = 50.0		550

(B) Rating: 333244333 (nine of the eighteen categories)

Points:	one 2 at 75 points	75
	six 3's at 50 points	300
	two 4's at 25 points	50
Average is: 425 divided by 9 = 47.2		425

(C) Rating: 33323223323132 (fourteen of the eighteen categories–those numbers that are checked are double rated factors that would be checked in the Double Rated column–four would be checked in the Not Rated Column)

Points:	one 1 at 100 points	100
	five 2's at 75 points	375
	eight 3's at 50 points	400
	two double rated 2's at plus 25 points	50
		925

Average is: 925 divided by 14 = 66.1

(D) 33323223343

Points:	three 2's at 75 points	225
	seven 3's at 50 points	350
	one 4 at 25 points	25
		600
	Add in for heavier 2's (25 X 2)	50
	Add in for heavier 3	0
		65
		0

Average is: 650 divided by 11 = 59.0

(Passing)

As you can see, each 25 points is worth a shift in average of 2.27; every 50 points, a shift in average of 4.55.

PERFORMANCE RANKING SUMMARY SHEET

If total points are:		Total % ranking is:
275	Fail	25.0
300		27.2
325		29.5
350		31.8
375		34.0
400		36.3
425		38.6
450		40.9

475		43.1
500		45.4
525		47.7
550	Pass	50.0
575		52.2
600		54.5
625		56.8
650		59.0
675		61.3
700		63.6
725		65.9
750		68.1
775		70.4
800		72.7
825		75.0
850		77.2
875		79.5
900		81.8
925		84.0
950		86.3
975		88.6
1000		90.0
1025		93.1
1050		95.4
1075		97.7
1100		100.00

PERFORMANCE EVALUATION FORM

NAME _____

JOB TITLE _____ A/C DIV. _____

SOCIAL SECURITY NO _____ INCREMENT MONTH _____

ANNUAL SALARY _____ CR/ST _____

RATING CODES:

Exceptional: A performance, which is considerably in excess of the minimum requirement to maintain an efficient operation of the department.

Better Than Average: A performance, which is in excess of the minimum requirement to maintain an efficient operation of the department.

Average: An adequate performance that will maintain an efficient operation of the department.

Needs Improvement: A performance, which is not good enough to maintain an efficient operation of the department.

Not Acceptable: A level of performance, which is considerably below the minimum requirement to maintain an efficient operation of the department.

PRODUCTIVITY	**RATING**
Operations: Level of performance in carrying-out assignments in area of responsibility.	Rated _____ Not Rated_____
Safety: Effectiveness in carrying-out their responsibilities safely, both themself and through others.	Rated_____ Not Rated_____

COMMENTS:

_____

_____

PRODUCTIVITY	**RATING**
KNOWLEDGE	
Basic: Knowledge required to carry out their primary responsibilities.	Rated_____ Not Rated_____
Related: Knowledge of other areas helpful in their performance.	Rated_____ Not Rated_____
Application: Effectiveness in applying their	Rated_____

knowledge to the job. Not Rated_____

COMMENTS:

_____

_____

PROBLEM SOLVING:

Recognition:

Ability to see problems and the opportunity for their solution. Rated_____ Not Rated_____

Judgment:
Quality of recommendation or actions taken. Rated_____ Not Rated_____

Creativity:
Evidence of original thinking applied to their job. Rated_____ Not Rated_____

COMMENTS:

_____

_____

COOPERATIVENESS

Other Personnel:
Evidence of cooperation with associates. Rated_____ Not Rated_____

Others:

Effectiveness in relationships with the public when needed. Rated_____ Not Rated_____

Communication

Effectiveness in getting across to others, both orally and in writing. Rated_____ Not Rated_____

COMMENTS:

_____

_____

PRODUCTIVITY **RATING**

ORGANIZATIONAL SKILLS

Planning:
Effectiveness in anticipating needs, setting-up objectives and establishing time schedules. Rated_____ Not Rated_____

Execution:
Effectiveness in holding to objectives, interpreting progress and taking corrective action. Rated_____ Not Rated_____

COMMENTS:

_____

_____

GENERAL

Appearance:
Appearance as it relates to job requirements. Rated_____ Not Rated_____

Attendance:
Take into account unexcused absence, tardiness, etc. Rated_____ Not Rated_____
COMMENTS:

_____
_____

FOR SUPERVISION ONLY

Effectiveness in directing, coaching and motivating subordinate employees. Rated_____ Not Rated_____

Supervisory Organization:
Effectiveness in distributing work and delegating responsibility Rated_____ Not Rated_____

COMMENTS:

_____
_____

ADDITIONAL COMMENTS IF NECESSARY:

_____
_____

Supervisory comments shall be inserted by the supervisor for each category of the performance evaluation form.

_____ _____

Date Supervisor's Signature *Employee's Signature

* The Employee Signature represents only that the employee has seen the evaluation and does not mean agreement or disagreement

ADDENDUM

In addition to the areas specifically covered in this agreement, the items listed below are agreements reached outside of the contract:

1. Educational Leave: The County agrees that further exploration will be given to the "b" plan for graduate education insofar as NYS may offer scholarship aid to cover this specific educational program.
2. The County agrees to continue providing a bicycle rack for those individuals who select that means of transportation.
3. The County agrees to continue to retain a bus shelter at the bus stop located in front of the Social Services building.
4. The Federation shall have the right to consult with the administration regarding the advisability of conducting home visits when conditions suggest a potentially dangerous situation, i.e., inclement weather, the presence of disease which has been verified by a physician, etc.
5. The County agrees to maintain safety hand rails at the entrances to the Social Services building.

TERM OF AGREEMENT

This agreement shall become effective January 1, 2024, and terminate at the close of business on December 31, 2026.

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

MONROE COUNTY

Adam J. Bello, County Executive

Andrea M. Guzzetta-Zury, Director of Human Resources

MONROE COUNTY FEDERATION OF SOCIAL WORKERS, LOCAL 381, I.U.E.-C.W.A

Christina Christman, President

Kendall Bell, I.U.E.-C.W.A Representative