

APPENDIX E(1)
(Article XII, Section 9)

THE GRIEVANCE PROCEDURE

Right of Representation

Every Employee shall have the right to present grievances to the County free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented at all stages thereof.

A. Grievance Defined

"Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the Agreement, or of applicable existing laws, rules, procedures, regulations, administrative orders, or work rules which relate to or involve Employee health or safety, physical facilities, materials, or equipment furnished to Employees or supervision of Employees; provided, however, that such term shall not include any matter which is otherwise reviewable pursuant to law or any rules or regulations having the force and effect of law, or as to any matter as to which the County is without authority to act.

B. General

1. The filing or pendency of any grievance shall in no way operate to impede, delay or interfere with the right of the County to take the action complained of, subject, however, to the final decision of the grievance.

2. The aggrieved Employee may request the Union Representative to assist and be present at the initial presentation of the grievance and at any hearings that may take place.

3. No grievance shall be filed later than thirty (30) days after the event constituting the alleged violation became knowable to the grievant, or sixty (60) days for "Out of Title" job grievances filed in

accordance with the Article and Article IV, Section 8 of the Agreement and further provided in appendix E(2).

4. The County and the Union will only consider grievances filed on the mutually established Grievance Forms attached herein.

5. A Union-County or County-Union grievance under the Agreement may be entered in writing in Step 3.

6. The time limits provided in the Grievance Procedure stated below may be extended by mutual agreement of the aggrieved Employee, the Union representative and the representative of the County when extenuating circumstances are found to exist.

7. A grievance may be submitted orally or in writing in Step 1.

8. A grievance submitted orally in Step 1 may be answered orally; a grievance submitted in writing must be answered in writing.

9. A grievance that is not resolved orally in Step 1 must be resubmitted in writing on the mutually established Grievance Form in Step 1.

C. GRIEVANCE PROCEDURE

Step 1

1. The aggrieved Employee submits the grievance to the local supervisor.

2. (a) If the grievance has been presented orally the local supervisor shall respond orally or in writing within five (5) working days of receipt of the grievance.

(b) If the grievance has been presented in writing, the local supervisor shall respond in writing within five (5) working days of receipt of the grievance.

3. If the aggrieved Employee receives no answer from the local supervisor within the five (5) working days mentioned above, the grievance shall be deemed to have received a negative answer.

Step 2

1. In the event that the grievance is not adjusted under Step 1, the Employee or the Union, through its Grievance Committee, may within ten (10) working days from the date of the local supervisor's response (or within fifteen (15) working days of the submission of the grievance if no response was given), submit such grievance in writing to the Department Head.

2. The Department Head or his/her designee shall hold an informal hearing at which the aggrieved Employee and the Union representative may appear and present oral and written statements of argument.

3. The Department Head shall respond in writing within ten (10) working days of the hearing.

4. If no hearing is held or response given by the Department Head within ten (10) working days of receipt of the grievance, the grievance shall be deemed to have received a negative response.

Step 3

1. In the event that the grievance is not adjusted under Step 2, the Employee or the Union, through its Grievance Committee, may within ten (10) working days from receipt of the Step 2 answer or negative response, present the grievance to the Director of Labor Relations.

2. The Director of Labor Relations or designee shall hold an informal hearing at which the aggrieved Employee and Union representative may appear and present oral and written statements of argument.

3. The Director of Labor Relations or designee shall respond in writing within ten (10) working days of the hearing.

4. If no hearing is held or response given by the Director of Labor Relations or designee within ten (10) working days of receipt of

the grievance, the grievance shall be deemed to have received a negative response.

5. In the event of a County-Union grievance, the grievance shall be presented by the Director of Labor Relations or designee to the President of the Unit, who will conduct an informal hearing and respond within ten (10) working days of the hearing.

6. If no hearing is held or response given by the President of the Unit, within ten (10) working days of receipt of the grievance, the grievance shall be deemed to have received a negative response.

Step 4

1. In the event that the grievance is not adjusted under Step 3 or no hearing is held, it may, at the request of either the County or Union, be submitted to arbitration. When filing for step 4 (arbitration) the moving party must file with the American Arbitration Association within thirty (30) days of the step 3 decision.

2. A grievance dispute arising under any term of the Agreement involving County policy or discretion may be submitted for arbitration only as to the question of whether or not the County policy was disregarded, or was applied in so discriminatory, arbitrary or capricious a manner as to constitute an abuse of discretion.

3. The report of the Arbitrator shall contain a statement of the Arbitrator's findings of fact, conclusion and recommendation which shall be binding on all parties to the proceedings.

4. The County and the Union shall bear equally the Arbitrator's fees and other expenses, exclusive of attorney's fees, incidental to the proceedings.

APPENDIX E(2)

OUT-OF-TITLE GRIEVANCE PROCEDURES

Any grievance filed under this clause shall be governed by the following procedure:

1. A grievance may be filed within sixty (60) days from the time the alleged offense became knowable to the Employee.
2. Grievances shall be filed in the first instance with the County Personnel Office.
3. The County Personnel Office shall respond with an answer to the grievance within thirty (30) calendar days. Failure to respond within thirty (30) days shall be deemed a negative response.
4. If the grievance is not resolved at the County Personnel Office step, the Union may, within fifteen (15) calendar days, file for expedited arbitration. Such filing will be with the County Labor Relations Office. Upon filing, the case shall be docketed for the next scheduled arbitration date.
5. Arbitration hearings shall be held on the second Thursday of each month or as scheduled by the parties.
6. The parties shall agree as to who the arbitrator or arbitrators shall be for the duration of this contract.
7. The arbitrator shall insure that the length of the hearing is not unnecessarily extended because of irrelevant or repetitious testimony.
8. Awards shall be rendered by the arbitrator within two (2) weeks of the close of the hearing.

APPENDIX F

1. Docking Procedure

When an Employee is late or uses time inappropriately such time shall be deducted from an Employee's available time balances. However, if an Employee is late more than five times in a calendar month, the Employee shall beginning the first day of the subsequent month be docked from pay rather than time for all latenesses or other inappropriate uses of time. To be removed from the docking program the Employee must arrive at work on time for a period of at least forty consecutive scheduled days of work. Authorized time off shall not be included in these forty days. An Employee shall also be removed from the docking program if while in such program for a period of four consecutive months the Employee is not served with disciplinary charges related to their time abuse. An Employee removed from the docking program shall be placed back in the program only if they are late five times in a calendar month as above.

The time lost due to inappropriate latenesses is to be accumulated for each bi-weekly pay period in minutes. The amount of time to be docked when the T&A (Time and Attendance Report) is submitted to the Finance Department will be 1/4 (.25) hour for 15 to 29 minutes lost, 1/2 (.50) hour for 30 to 44 minutes lost and 3/4 (.75) hour for 45 to 59 minutes lost. There will be no docking of pay for any time lost less than 15 minutes in a pay period.

2. No-Call/No-Show Procedure

Each division within a County department shall advise their Employees as to the call-in time required of an Employee if such Employee intends to use sick leave. In no event shall the call-in requirement be earlier than two hours prior to the beginning of the shift. Except in emergencies, if an Employee does not call in when requesting sick leave within the division requirement a second time in a three

month calendar period, the Employee shall not be paid for that work day. The Employee shall remain within the docking program for all untimely call-ins thereafter until he or she has had six consecutive months of no docking pursuant to this procedure.

APPENDIX G

Drug Testing Procedure

1. When an Employee is required to submit to urinalysis as part of the County's drug testing policies, such requirement shall be consistent with the laws and Constitution of the United States and the State of New York and performed in accordance with federal standards performed by a laboratory certified by the Department of Health and Human Services. Alcohol testing will be conducted using Evidential Breath Testing devices certified according to specifications approved and maintained by the U.S. Department of Transportation.

2. Where the Employee is required to submit to such urinalysis test the following conditions shall apply:

a. All procedures from the order to take such test to the testing itself shall be done in a manner to minimize embarrassment of the Employee and to minimize awareness in others that such is being required or performed.

b. The supervisor shall make a good faith effort to allow the Employee an opportunity to consult the Union before submitting to such test. However, no such test shall be delayed more than ninety minutes from the time the Employee is ordered to take such test. During the waiting period the Employee must remain at a location designated by the employer. Notification of the union shall be made in the following manner:

c. Subject to the above, the testing shall be done at the location designated by the County.

d. All testing will be conducted according to prescribed federal guidelines including gas chromatography/ mass spectrometry to confirm presumptive positives according to federal detection levels. Testing shall be for any and all controlled substances as identified by Title M of Article M of Article 220 of the New York State Penal Law and in Schedules I-V of 21 U.S.C. The employee shall cooperate with all

guidelines to insure specimen security and a refusal to test shall be deemed a positive result. Copies of test results shall be sent to the Union and the County.

e. All such tests will be fully paid for by the County.

f. The following procedure shall be used to insure proper processing:

(1) The urine specimen shall be taken promptly with as little delay as possible.

(2) Immediately after the specimen is drawn, the split sample container shall, in the presence of the Employee, be labeled and then initialed by the Employee. The Employee has an obligation to initial the container according to the chain of custody protocols identified by a certified collector;

(3) The split specimen container shall be placed in the transportation container and shall be sealed in the Employees presence and the Employee shall be given an opportunity to initial or sign the transportation container.

(4) The container shall be sent to the designated testing laboratory on that day or the soonest regular business day by courier or the fastest other method available.

g. In the event that the Employee tests positive following a GC/MS confirmatory drug test performed by a certified laboratory, the employee will be interviewed by a certified Medical Review Officer who will validate the drug testing result. The Medical Review Officer will inform the employee of their option to split the initial sample which will be forwarded to another federal certified laboratory and if conclusive, the prima facie validity of the tests shall be deemed to have been established for the purpose of any subsequent hearings in reference to such testing. In the event an Employee refuses to have the testing done by two laboratories, pursuant to subsection 2(d) above, the hearing officer in a subsequent disciplinary hearing may draw a

negative inference from such refusal in determining the guilt or innocence of the Employee on charges of substance or alcohol abuse directly connected to the allegations which led to the testing. All time required by the Employee to take the ordered test shall be considered time worked.

3. a. Within four (4) working days after the test, upon written request of the Employee, the Union shall have the right to resolve any dispute pertaining to the reasonableness of the suspicion the County may have had in implementing these procedures through binding arbitration.

b. The following arbitrators are designated, to be called on a rotating basis:

1. Joel Douglas
2. Bonnie Siber-Weinstock
3. David Brainin

If the arbitrator to be used is not available within twenty days of the date of the grievance filed then the arbitrator as soon as available shall be designated for the hearing. The cost of the arbitrator's fee and expenses shall be shared by the parties. In the event of an arbitration hereunder the results of the drug test(s) shall not be transmitted or communicated to the parties except by order of the arbitrator.

To the extent permissible by law the arbitration procedure hereunder when resorted to by the Employee shall be the Employee's sole and exclusive remedy in the resolution of issues raised by this procedure.

No information gained through the Employee Assistance Program may be used as a basis for initiating such testing.

4. Actual drug testing procedures shall be as mutually agreed upon. If the parties are unable to agree to changes in procedure the matter shall be resolved through arbitration before one of the arbitrators listed herein.

APPENDIX H

RETIREMENT

The County will continue to participate in, and to make contributions to, the New York State Employee's Retirement System on behalf of eligible Employees. The County will comply with the New York State Retirement Law, including any amendment thereto.