

2. A joint Union/County committee will meet to explore alternate disciplinary procedures in lieu of Section 75 of the Civil Service Law.

#### **Section 4 - Formal Action**

An Employee shall at all times on request be entitled to have present a representative of the Union designated in accordance with the Agreement when being formally reprimanded for the record following an investigation. Following an investigation, if it is determined that an Employee will receive a formal reprimand, then the Employee and the Union will be notified by registered mail, with return receipt requested, of the time and place where such reprimand shall be administered and the Employee shall be entitled to have a representative of the Union present if the Employee desires. Formal action does not pertain to normal progress, performance and evaluation interviews or observations. All formal reprimands for any alleged infraction shall be made with due regard for individual privacy.

#### **Section 5 - 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.

#### **Section 6 - Personnel Records**

1. No complaint or report, adverse or derogatory, to an Employee shall be retained in the Employee's personnel file unless the Employee has had an opportunity to read same and to provide a response to be filed therewith.

2. All such adverse or derogatory material, including unsatisfactory evaluations, shall be removed after eighteen (18) months of original placement, except convictions under Section 75 of the Civil Service Law will be retained for thirty-six (36) months.
3. Except for pre-employment materials, deemed to be confidential, an Employee will be permitted to examine his/her personnel file at reasonable intervals, and to make copies of items therein.
4. Failure to notify an Employee that adverse or derogatory material has been placed in his/her file shall cause same to be immediately removed upon finding.
5. If an Employee has filed a grievance regarding an evaluation and/or written reprimand that has been placed in the Employee's personnel file, the decision and any action resulting therefrom, shall all be removed after eighteen (18) months from original placement. Section 75 material shall be retained for thirty-six (36) months.

Nothing in this clause shall be construed to prohibit the County from releasing any document which is or has been in the Employee's official personnel file which is the subject of a duly authorized subpoena or court order or other legal order directing its production or for the purpose of presenting a relevant defense to any action or proceeding commenced by the Employee against the County, save for a grievance, under this contract.

6. Factually inaccurate statements may be subject to the grievance procedure.

7. A Joint Union/County Committee has been established to determine a method and process of purging Employees' personnel files of adverse or derogatory materials older than eighteen (18) months and Section 75 material older than three (3) years.

### **Section 7 - Takeover of Any County Facility**

In the event of a takeover of any County facility, the County shall use its best efforts to insure that affected Employees of that facility are offered substitute employment, primarily through the new employer.

The County will not use the maintenance of standards clause for purposes of contracting out work where the law requires the County to bargain with the union over this issue.

In this regard, the County shall attempt to insure that Employees are offered employment by the new employer in the same or similar capacity.

If such employment offer is made to an Employee and said Employee declines to accept the offer, then the obligation of the County under this provision has been satisfied, and said Employee's rights shall be as determined by applicable provisions of the Civil Service Law.

In the event that Employees are not offered employment in the same or similar capacity, the County shall use its best efforts to obtain employment for such Employees elsewhere in County service for which the Employee is qualified and for which employment is available.