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Tompkins, County Of And Csea Local
855 (Blue Collar Unit)

AGREEMENT

between

THE COUNTY OF TOMPKINS

and

TOMPKINS COUNTY UNIT, LOCAL 855

of

THE CIVIL SERVICE
EMPLOYEES' ASSOCIATION, INC.

AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES

JANUARY 1, 2001 - DECEMBER 31, 2004

RECEIVED

AUG 23 2002

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

91

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SECTION 1 - INTRODUCTION

This settlement, effective the first day of January 2001, shall remain in effect through December 31, 2004. The County of Tompkins shall hereinafter be referred to as the County, and the Tompkins County Unit 8900-01, Local 855, CSEA/AFSCME, shall hereinafter be referred to as the Union.

The Public Employees Fair Employment Act of the State of New York, the other provisions of the Civil Service Laws, and local laws or resolutions now or hereinafter adopted by the County which are not inconsistent with said Act shall govern the terms of this agreement.

SECTION 2 - RECOGNITION

The County recognizes the Civil Service Employees' Association, Inc. Local 1000, AFSCME, AFL/CIO as the sole and exclusive representative for all employees designated in the Blue Collar Unit and excludes elected officials, Sheriff's Department employees, White Collar Unit employees, managerial and confidential employees. (See Exhibit D for a list of Blue Collar Unit positions as of 1/1/2001)

The Union affirms that it does not assert the right to strike against the employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct or to participate in such a strike, in accordance with Section 210 of the Public Employees Fair Employment Act.

Dues and Agency Fee Deduction - The County shall accord the Union a deduction on its payroll for membership dues as authorized by the employees, in writing, to the Comptroller's Office and agency fees for all other non-member employees of the Unit. Agency fee deduction shall take place for all non-member employees represented by this agreement regardless of full-time, part-time, or temporary status. No other unrecognized employee organization shall be accorded any such payroll privilege. The fiscal officer making such dues deduction shall transmit these amounts to CSEA, Capitol Station, Box 7125, Albany, NY 12224.

If a change in the amount of dues or Agency fees to be deducted occurs, the Union shall notify the employer of such change within two pay periods from the date of notification, the County shall implement said amount change.

The CSEA 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 deduction authorization cards submitted by CSEA to the employer.

SECTION 3 - EMPLOYEE - DEFINITION

1. The following definitions are to be used only and solely for interpreting the provisions of this contract and do not relate to any other rule, policy, or law.

a) Full-time employee - All employees are to be considered full-time employees unless they come under one of the following definitions:

(i) Part-time employees: Part-time employment means any employment or combination of employment in Tompkins County in which an individual works less than fifty percent of the time prescribed as a normal work week by the appropriate governing body or other appropriate authority of the civil division.

(ii) Temporary employees: A temporary employee is a person hired for a period not exceeding one month when the need for such service is important and urgent. A temporary appointment may be made for a period exceeding one month under the following circumstances only:

When an employee is on a leave of absence from his/her position, a temporary appointment to such position may be made for a period not exceeding the authorized duration of such leave of absence as prescribed by statute or rule.

(iii) Seasonal employees: A seasonal employee is a person hired to fill a position where the nature of the service is such that it is not continuous throughout the year but recurs in each successive year.

SECTION 4 - COMPENSATION

1. Annual salaries and hourly rates are attached (See Exhibits B-C).
2. Annual Salary Increases

- a) Effective 1/1/01 each labor grade will increase on the following schedule:

<u>Hire Rate</u>	<u>Working Rate</u>	
3.8%	3.8%	(See Exhibits B-C)

Effective 1/1/02 each labor grade will increase on the following schedule:

<u>Hire Rate</u>	<u>Working Rate</u>	
3.8%	3.8%	(See Exhibits B-C)

Effective 1/1/03 each labor grade will increase on the following schedule:

<u>Hire Rate</u>	<u>Working Rate</u>	
3.8%	3.8%	(See Exhibits B-C)

Effective 1/1/04 each labor grade will increase on the following schedule:

<u>Hire Rate</u>	<u>Working Rate</u>	
3.8%	3.8%	(See Exhibits B-C)

- b) Employees will be hired in title at the Hire Rate in the labor grade until a training period of nine months has been completed. Following the prescribed training period the employee will move to the Working Rate.

Longevity Payment

Each employee will receive a longevity payment according to the following schedule, in the first pay period of December of each year of the contract if they are actively employed as of that date. Payments for part-time employees will be pro-rated. If an employee retires or is laid off during the year, but prior to the first pay period in December, the longevity payment will be made upon retirement or lay-off if otherwise eligible. Employees who resign or are terminated prior to the payment date are not eligible for payment.

	2001	2002	2003	2004
25 or more years	\$475.00	500.00	525.00	550.00
20-24 years	\$425.00	450.00	475.00	500.00
15-19 years	\$375.00	400.00	425.00	450.00
10-14 years	\$325.00	350.00	375.00	400.00

Longevity payments are not added to base salary for the purposes of computing salary increases in future years.

3. Shift Premium

a) The County will pay, as of 1/1/01, (.80) eighty cents per hour, for the life of the contract, shift premiums to all employees who are assigned to work and work a regularly scheduled full second or third shift and/or a regularly scheduled shift on Saturday and/or Sunday.

b) Definitions of Shifts

- (i) First shift (day shift): any shift starting from 6:00 a.m. through 11:59 a.m.
- (ii) Second shift (evening shift): any shift starting from 12:00 noon through 4:59 p.m.
- (iii) Third shift (night shift): any shift starting from 5:00 p.m. through 5:59 a.m.
- (iv) Weekend shifts (Saturday/Sunday): any shift starting from 6:00 a.m. Saturday morning through 5:59 a.m. Monday morning.

4. Salary for Part-time employees

Payment for part-time employees will be made on the basis of the annual salary for the classification concerned, divided by the department's standard annual work hours.

5. Salary for Rehired or Reinstated Employees

Any person rehired or reinstated within one year from the date of resignation in the same title shall be hired at the Working Rate if the training period was served prior to resignation/removal.

6. Overtime Compensation for Non-Exempt Employees

Overtime compensation shall be as follows except where Federal Laws, State laws, or this contract provide differently.

a) Definition: Overtime is defined as the computation of all hours worked by an employee beyond the total hours of a normal pay week of the particular County department.

b) Computation of overtime hours - The County will continue its present pay practice for the life of the contract except that all paid hours will be counted when computing overtime. Authorized overtime will be credited to an employee in units of one-tenth of an hour.