



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Monroe County and Monroe County Part-Time Employee Unit, CSEA Local 1000, AFSCME, AFL-CIO, Local 828 (2006)**

Employer Name: **Monroe County**

Union: **Monroe County Part-Time Employee Unit, CSEA, AFSCME, AFL-CIO**

Local: **Local 828, Local 1000**

Effective Date: **06/01/06**

Expiration Date: **12/31/08**

PERB ID Number: **9231**

Unit Size:

Number of Pages: **26**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

GEN / ~~776011~~
9231

LABOR AGREEMENT
BETWEEN
THE COUNTY OF MONROE
AND
CSEA, LOCAL 1000 AFSCME, AFL-CIO,
MONROE COUNTY PART-TIME EMPLOYEE UNIT, LOCAL 828
Effective June 1, 2006 through December 31, 2008

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

APR 08 2010

ADMINISTRATION

Article 1

Preamble and Purpose

1.1 This Agreement is by and between the County of Monroe, New York (hereinafter “County” or “Employer”) and the Civil Service Employees Association, Local 1000 AFSMCE, AFL-CIO, Monroe County Part-Time Employee Unit, Local 828 (hereinafter “Union”).

1.2 The purpose of this Agreement is to set forth the wages, hours and terms and conditions of employment upon which the parties have reached an agreement, and it is also the purpose of this Agreement to provide for a procedure to resolve disputes and adjust grievances between the parties.

Article 2

Union Representative Status

2.1 Pursuant to the Certification of the Public Employment Relations Board dated December 1, 2004, the Union represents the following unit of County employees:

Certification – C-5402

Included: All part-time employees in the titles Nursing Assistant, Licenses Practical Nurse, Registered Nurse, Nursing Supervisor, Grand Jury Stenographer, Laborer Heavy, Clerk IV-80, Public Health Sanitarian, Clerk Typist – 80, Food Service Worker, Ground Equipment Operator, Zoo Keeper, Medical Investigator, Building Service Worker, Registered Nurse – 80, Data Entry Operator – 80, Telephone Operator, Telephone Operator – 80, Clerk II with typing – 80,

Clerk II with typing – 80, Clerk G2, Dietary
Aide, Clerk Typist, Clerk G4, Working
Foreman, Guard p.t., Senior Recreational
Instructor p.t., Motor Equipment Operator,
Clerk Typist – 80 hours, Forensic Attendant
p.t., Clerk III with typing pd p.t. – 80, Senior
Account Clerk – 80, Driver Messenger,
Clerk III – 80, Toxicology Technician p.t.,
Speech Pathologist, Zoo Attendant,
Toxicologist I, Leisure Services Aide,
Nutritionist p.t.

Excluded: Full-time managerial and confidential
employees, as well as Exam Proctors, and
part-time Deputy Sheriffs.

2.2 The Union's representative status shall continue as long as it represents a majority of the bargaining unit employees, provided that if the County receives evidence that thirty percent or more of the unit employees are questioning this status, the parties will conduct a secret ballot election conducted by PERB to determine representative status.

Article 3

Union Rights

3.1 **Dues Deduction.** As long as required under law, the County shall deduct and remit to the Union the uniform dues required of members of the bargaining unit. The current union dues requirement is \$4.89 per pay period, which shall be deducted from the pay of any bargaining unit employee who works during such pay period, and the deducted amounts shall be forwarded to the Union in a timely manner. Any change in the amount of dues must be verified by the Union in

writing to the County. The Union agrees to defend and indemnify the County and its personnel from any and all claims of liability in connection with the deduction of dues pursuant to this provision.

3.2 **No Strike.** The Union, its officers, representatives, members and all employees in the bargaining unit, agree that they will not cause, authorize, instigate, aid, encourage, ratify, or condone, nor shall any employee take part in any sit-down, stay-in, slow down, strike, sympathy strike, boycott, picketing or other restriction of production or interference or interruption of work at the County. In the event of any activity which may appear to be in violation of these obligations, the Union will immediately notify all employees in the unit to cease and desist from such activity. Any employee who takes part in any activity in violation of this provision may be disciplined, suspended, or discharged in the sole discretion of the County and without recourse to any proceedings under this Agreement or any proceeding under the Civil Service Law, and such penalty shall be in addition to other penalties that may be provided under law.

3.3 **Union Stewards.** The Union shall have the right to appoint one steward for each location where there are at least 50 bargaining unit members, and shall notify the County of the name of the appointed steward, who shall have the right and obligation to act on behalf of the Union with respect to grievances and other matters relating to this Agreement.

3.4 **Union Membership.** Membership in the Union shall not be a requirement for employment, and bargaining unit employees shall have the right to join or refrain from joining the Union. This Agreement shall apply with equal force and effect to members and non-members of the Union. Any obligations of union membership shall be between the member and the Union; provided, however, that members of the bargaining unit who choose not to become members of the Union shall be required to pay agency fees as required under law, which shall be deducted as provided in 2.1 above.

Article 4

Management Rights

- 4.1 The County retains the sole right to manage its business and services and to direct the working force, including, but not limited to, the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of the buildings, real estate, machinery, parts, tools, materials, and all equipment which may be used in the operation of its business or in supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement; to promulgate rules and regulations for the conduct of employees and to maintain order and efficiency in all of its departments and operations, including the right to discipline, suspend and discharge employees; to hire, layoff, assign, transfer and

promote, including the sole right to determine the qualifications of employees; to determine the starting and quitting time and the number of hours to be worked; to establish or change work requirements and/or production standards; to establish or change wages, hours and terms and conditions of employment; subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement.

4.2 The above rights of the County are not all inclusive, but indicate the types of matters or rights which belong to and are inherent to the County. Any and all rights, powers and authority the County had prior to entering into this Agreement, including all common law and statutory rights and prerogatives, are retained by the County, except as expressly and specifically abridged, delegated, granted or modified by a specific provision of this Agreement.

4.3 The failure to exercise a particular management right or function, or the exercising of such right of function in a particular manner, shall not constitute a

waiver of the County's to exercise such management right of function in any manner not in conflict with a specific provision of this Agreement.

- 4.4 In the event that work which is presently being performed exclusively by unit members is transferred to supervision, other County personnel or to outside sources, the Union shall retain the right to request and obtain consultation and discussion over the effects of such transfer, provided such request is made within fifteen calendar days after the transfer has been announced or effectuated, whichever occurs first.

Article 5

Leaves of Absence

5.1 **FMLA.** Those employees who qualify for coverage under the Family Medical and Leave Act of 1993 shall be subject to the policies and procedures of the County for the granting of such leaves.

5.2 **Jury Duty/Court Attendance.** An employee who receives a notice for jury duty will immediately provided a copy of such notice to his/her immediate supervisor and cooperate in any request for a deferral of such service, if the County believes such a deferral is appropriate for work load requirement purposes. An employee who serves on jury duty shall be entitled to the benefits provided under law. (Currently this is \$40 per day for the first 3 days of jury duty service, or the regularly scheduled pay for the employee, which ever is less; provided that these are regularly scheduled work days for the employee. For days for which the County does not pay the jury duty fee, it will be paid to the employee by the State.) An employee who receives a subpoena to appear in a court or administrative proceeding shall immediately provide his/her supervisor with a copy of the subpoena, and the employee shall be allowed the necessary time off,

without pay or benefits, to appear in the proceeding. In all cases of jury duty or court attendance, the employee shall appear for his/her normally scheduled work hours whenever attendance is not required by the court, and in the case of jury duty, such employee shall not be entitled to receive a jury duty fee if his/her earnings for working during that day exceeds the statutory fee (currently \$40).

5.3 **Bereavement.** In the event of the death of an employee's immediate family member (parent, child, spouse, sibling, grandparent, grandchild, mother/father-in-law, brother/sister-in-law or other member residing in the employee's household), the employee shall be allowed time off without pay for the purpose of attending the funeral and for any necessary travel, provided that the employee shall provide his/her supervisor with prompt notice of the need for the time off and will produce, upon request, a death notice or other suitable evidence of the death of the relative. An employee with five or more years of full-time equivalent service for the County shall be provided with one paid day for the purpose of attending the funeral of a parent, child, spouse or sibling.

5.4 **Military Leave.** An employee who receives orders for military service, including active and reserve duty, shall immediately provide a copy of the Orders to his/her immediate supervisor. A leave of absence, pay, and re-employment rights and benefits, shall be in accordance with federal and state laws and regulations.

Article 6

Grievance Procedure

- 6.1 An employee who has completed the probationary period and who believes that his/her rights under a specific provision of this Agreement, a written work rule, or other written policy of the County have been violated, or who has been suspended without pay or terminated from employment, may file a grievance in writing with his/her immediate supervisor. A grievance under this procedure shall be the exclusive method of resolving such claimed violations, and a condition precedent to the processing of a grievance shall be its written submission by the employee within 10 calendar days following the act or omission giving rise to the grievance. The written grievance shall specify the contract provision, rule or policy allegedly violated, or the employee's basis for claiming that a suspension or termination is unfair, and the grievance shall contain all relevant information concerning time, place, individuals involved, witnesses and any statements allegedly made.

6.2 Upon receipt of a written grievance which is timely filed, the immediate supervisor will review the same and will meet with the employee (who may request the presence of a Union steward), or the supervisor may transfer the matter to the appropriate Department Head, who shall convene the meeting. Such meeting shall be held within two calendar weeks, unless the supervisor or Department Head is unavailable to meet, in which case the meeting will be held as soon thereafter as practicable. Within two calendar weeks following the meeting, the County shall issue a decision in writing to the employee, and provide a copy to the Union (regardless of whether the Union steward was in attendance at the grievance meeting).

6.3 If the employee filing the grievance is not satisfied with the decision of the County under 6.2 above, he/she may, with the consent of the Union, file an appeal in writing to the County's Manager of Labor Relations, provided that the written appeal must be received by the Manager within 10 calendar days following the date of the initial decision, or the grievance shall be deemed settled. The Manager

of Labor Relations shall review the grievance materials and may, in his/her discretion, schedule a further meeting with the employee or his Union steward, or both. The Manager will issue a decision within 30 calendar days following receipt of the appeal, or following the meeting, whichever is later. (If a meeting is held by the Manager, it will be held within two calendar weeks following receipt of the appeal.) The decision of the Manager of Labor Relations shall be final and binding, except as provided in 6.4 below.

- 6.4 If the grievance involves the suspension or termination of an employee with more than five years full-time equivalent service for the County since his/her last date of hire, the employee, with the consent of the Union, may appeal the decision of the Manager of Labor Relations to the County's Director of Human Resources. Such appeals must be received by the Director within 10 calendar days following the date of the decision of the Manager or the matter shall be considered settled. Within three calendar weeks following receipt of a timely appeal, the Director, or his/her designee (other than the Manager of Labor Relations) shall review the

grievance materials and may, in his/her discretion, meet with the employee or his/her Union representative, or both, to review the appeal. Within two calendar weeks following receipt of the appeal (or within two calendar weeks of a meeting, if one is held), the Director or his/her designee shall issue a decision which shall be final and binding on the County, Union and employee. In the case of an employee who is entitled rights under section 75 of the Civil Service Law, such employee must file a grievance within ten calendar days after receiving charges if he/she wishes to utilize the review procedures under this Article; and if a grievance is filed, it shall constitute the sole and exclusive method of reviewing the disciplinary charges.

- 6.5 The use of this grievance procedure shall not preclude the informal adjustment of other grievances or day-to-day work issues between supervision and employees, provided that no such informal resolution shall constitute a binding interpretation of this Agreement or a modification of County written work rules or policies.

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

Article 7

Miscellaneous Provisions

- 7.1 **Payroll Deposit.** All employees shall have their wages deposited directly into a savings or commercial bank selected by the employee from among the various banks which have been approved to participate in the direct deposit program of the County.
- 7.2 **Time and Attendance Requirements.** Each employee shall accurately account for his/her working time by use of the means and methods provided by the County (time cards, time clock, etc.). Absence and tardiness will not be tolerated.

7.3 **Residency.** All bargaining unit members must be in full compliance with the County's residency requirements, as they may be modified or revised from time to time.

7.4 **Mileage Reimbursement.** Employees who are authorized to use their personal vehicles for County business (not including travel between home and work site) will receive reimbursement according to the policies of the Office of the County Controller, as they may be modified from time to time, which shall include reimbursement for parking or use of public transportation, as applicable. Any employee use of County vehicles shall be subject to the discretion of the Department Head and further subject to all procedures and policies of the County.

7.5 **Postings/Job Opportunities.** Employees may apply for posted job opportunities in accordance with County and Civil Service requirements. The Unit President shall receive copies of all posted exam announcements.

7.6 **Conferences.** Employees may be considered for attendance at conferences in the discretion of the Department Head. Expenses incurred at conferences will be reimbursed pursuant to the practices and policies of the Office of the County Controller, as such policies may be amended or revised from time to time.

7.7 **Personnel Files.** Upon not fewer than five working days notice, an employee shall be permitted to review his/her personnel file in the presence of a County official, at a time and place determined by the County and during the non-working time of the employee, and the employee may place in that file a response of reasonable length to anything contained therein which the employee deems to be adverse.

Article 8

Compensation

8.1 The salary schedule for bargaining unit employees is attached as Appendix "A" hereto. All employees are hired at the 80-hour rate, Entry level, except that the County in its discretion may hire above the Entry level based upon its evaluation of skills and experience.

8.2 An employee hired at the Entry rate shall advance to the Step A rate on the payroll period in which his/her first anniversary date occurs, provided the employee has received a satisfactory or higher performance evaluation. Further Step advancement on the salary schedule will occur every two anniversary years thereafter, provided the employee has received a satisfactory or better performance evaluation.

8.3 Certain bargaining unit employees, by reason of their dates of hire and the policy of the County, have been paid according to the 70-hour rate contained on Appendix "A". These employees shall continue to be paid on this rate schedule, and they will advance according to the formula set forth in 8.2 above; provided,

however, that any such employees who transfer to a different job grade or classification will be thereafter paid at the 80-hour rate schedule and will be placed at the Step on such schedule closest to their 70-hour rate schedule pay, but their pay rate shall not exceed the top Step of their Group, except in the discretion of the County.

8.4 Employees who have been paid at the top Step of their Group for at least two anniversary years as of the effective date of this Agreement will receive a \$0.30 per hour "Off Step" increase on their next anniversary date for Groups 01-10 and Group 38; and \$0.45 per hour for Groups 11-16. Employees at the top Step who reach their second anniversary at this Step after the effective date of this Agreement will receive the foregoing increase on their next following anniversary date (one year thereafter), provided it occurs on or before December 31, 2008.

8.5 Notwithstanding the provisions of Civil Service Law Section 209-a 1.(e), any increase in wages or wage rates, including Step advancement as well as the

payment of an "Off Step" increase, shall end and "sunset" as of the termination date of this Agreement, December 31, 2008, and the effective date and amount of any further increases shall be subject to collective negotiations between the parties.

Article 9

Savings, Complete Agreement, Duration and Changes

9.1 **Savings.** In the event any provision of this Agreement is held to be violative of existing law, or rules and regulations having the force and effect of law, by a court or agency of competent jurisdiction, then said provision shall not bind either of the parties, but the remainder of the Agreement shall continue in full force and effect as if the invalid or illegal provision had not been a part of this Agreement.

9.2 **Complete Agreement.** It is agreed that both parties have had the full opportunity to negotiate over those items which are the subject of mandatory collective bargaining under the law. Therefore, both parties agree that negotiations will not be reopened on any item during the life of this Agreement, whether or not such item is contained herein or whether or not such item was discussed during negotiations between the parties, and the County retains and reserves all of its

rights and prerogatives with respect to such matters, as may be provided under law and under the Management Rights provisions of this Agreement.

9.3 **Duration and Changes.** The provisions of this Agreement shall be effective on and after June 1, 2006, and this Agreement shall remain in full force and effect until December 31, 2008, and unless written notice is given at least 90 days but not more than 120 days prior to said expiration date, by either party requesting a change or termination of this Agreement, then it shall continue in effect from year to year unless such written notice is given at least 90 days but not more than 120 days prior to December 31 of any subsequent year.

CSEA, LOCAL 1000 AFSCME, AFL-CIO,

**MONROE COUNTY PART-TIME
EMPLOYEE UNIT, LOCAL 828**

_____/S/_____
William Gutschow
Labor Relations Specialist, CSEA

_____/S/_____
Mary Gallina
Unit President

COUNTY OF MONROE

_____/S/_____
Maggie Brooks
County Executive

_____/S/_____
Brayton Connard
Director of Human Resources

_____/S/_____
Susan Walsh
Manager of Labor Relations