

MONROE COUNTY
AND
MONROE COUNTY FEDERATION OF SOCIAL WORKERS I.U.E.-C.W.A. 81381

December 27, 2023

The following terms are agreed upon by the negotiating teams for both parties and constitute a tentative settlement which shall be submitted to the Monroe County Federation of Social Workers I.U.E.-C.W.A. 81381 and the Monroe County Executive for ratification with the recommendation of the respective negotiating team members. If the settlement is ratified by the Union membership and the County Executive, it shall thereafter be submitted in a timely manner to the Monroe County Legislature for legislative approval. The following is to be considered as a package only, and the County reserves the right to modify or withdraw any individual proposal, or to include additional proposals, if the package is not ratified or approved in its entirety. If this settlement is ratified by the parties and approved by the County Legislature, it shall create a new labor contract between the parties which shall be effective from January 1, 2024 through December 31, 2026. This agreement shall incorporate the terms of the contract which expires December 31, 2023, except as modified by the terms below.

1. Term

- a. January 1, 2024 through December 31, 2026.

2. Article 2 – Recognition

- a. Section 2.3 – Accept revisions as proposed by FSW.

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.

- b. Add new Section 2.6 to read as follows:

- i. 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 deduction authorization cards submitted by the Federation to the employer.

3. Article 4 – Collective Bargaining Unit

- a. Accept FSW's proposed cleanup to unit title pay groups.
- b. With respect to FSW's proposed Pay Group Modifications:

- i. The County accepts the modifications to Casework Aide (to group 49), Medical Caseworker (to group 56), Senior Medical Caseworker (to group 57), Energy Program Evaluator (to group 51), and Identification Technician (to group 50).

4. Article 5 – Compensation

- a. Replace Sections 5.1 – 5.6 with the following:
 - i. 5.1: Effective January 1, 2024, the salary schedule will be increased by 4.25% from the 2023 salary schedule.
 - ii. Effective January 1, 2025, the salary schedule will be increased by 3.5% from the 2024 salary schedule.
 - iii. Effective January 1, 2026, the salary schedule will be increased by 3.75% from the 2025 salary schedule.
- b. Section 5.7 – Effective January 1, 2024, all unit members will be paid on a new salary schedule with Steps A through L.

5. Article 6 – Residency

- a. The County agrees to revise Article 6 to waive the residency requirement for all unit members with the clarification that it cannot unilaterally waive residency requirements for purposes of Civil Service exam requirements.

6. Article 7 - Personnel Rules

- a. Section 7.5 – Revise the final paragraph of Section 7.5 to read as follows:

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.
- b. Section 7.6 – Revise the first paragraph of Section 7.6 to include the following:

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.

7. Article 9 – Health Insurance

- a. Section 9.1 & 9.2 – The County proposes to have the active health insurance contributions for all employees in CAT 1 and CAT 2 modified as follows:
 - i. Effective January 1, 2024, contribute 14% of the premium cost.
 - ii. Effective January 1, 2025, contribute 16% of the premium cost.

- iii. Effective January 1, 2026, contribute 18% of the premium cost.
- b. Section 9.5 – The County agrees to remove “in 2018 or beyond” and to reduce the opt out threshold to 55 employees.
- c. Section 9.6 – The County agrees to eliminate this language.
- d. Section 9.11.D – The existing language of Section 9.11.D shall be moved to Section 9.16 and revised as follows:
“twenty-four (24)” shall be replaced with “thirty-six (36)” and the language shall be further modified to extend dependent coverage continuation to age 26, at the rate of \$75 per dependent, per month.
- e. Section 9.12.B – The County proposes modifying subsections 1 – 6, by reducing the corresponding County contribution by 5%.
- f. Section 9.16 – The County accepts the proposal to replace “forty-eight (48)” with “sixty (60)”.
- g. Add a new Section 9.17 to provide as follows:
 - i. All unit members shall have the option to enroll in coverage for domestic partners for active health insurance.

8. Article 11 – Longevity

- a. Revise the existing longevity increments as follows:
 - i. 3-4 years of continuous service: \$375
 - ii. 5 – 9 years of continuous service: \$475
 - iii. 10 - 14 years of continuous service: \$575
 - iv. 15 – 20 years of continuous service: \$675
 - v. 20 - 25 years of continuous service: \$875
 - vi. 25 or more years of continuous service: \$975

9. Article 12 – Transportation Reimbursement

- a. 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, which shall be paid in the fourth quarter of each year.

10. Article 13 – Holidays

- a. Section 13.1 – Revise the existing language to include “Juneteenth” and to revise Columbus Day to read “Columbus Day/Indigenous Peoples Day”.

11. Article 14 – Educational Leave and Joint Education and Training Fund

- a. Section 14.3 – Revise the existing language to provide as follows:

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.

- b. Section 14.6 – Revise the existing language to replace references to “\$1,200” to “\$2,000”.

12. Article 16 – Physical Working Conditions

- a. Section 16.2 – Revise the last sentence of the existing section to read as follows:

Site-selection criteria to be used in choosing new work locations; Labor/Management committee to recommend site selection and lease terms, including satellite locations.

- b. Section 16.3 – Revise the existing language to include the following:

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.

- c. Section 16.7 – Include a new Section 16.7 to read as follows:

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.

- d. Monroe County Telework Policy – The parties agree that within 6 months of ratification, the parties will meet to discuss the Telework Policy.

13. Article 19 – Classification and Reclassification

- a. Section 19.3 – Revise the existing language by deleting the following:

“until employees of the Center are provided with a County and/or State email account”.

14. Article 20 – Seniority

- a. Section 20.7 – The current language in Section 20.7 shall be moved to the portion of Article 20 governing non-competitive positions.

15. Article 21 – Personnel Practices

- a. Section 21.14 – The County proposes to revise the existing language as follows:

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.

16. Article 22 – Counseling and Progressive Discipline

- a. Section 22.4 – The sixth paragraph of Section 22.4 shall be revised as follows:

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.

17. Article 23 – Bulletin Boards, Right to Information and Data and General Provisions

- a. Section 23.3 – The County proposes to revise the existing language as follows:

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.

- b. Section 23.6 – The County proposes to revise the existing language to include the following sentence:

For all new hires who are not part of a training class, the Union shall be permitted to meet with each new hire on his/her 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.

18. Article 25 – Overtime

- a. Section 25.5 – The County proposes to replace the existing language with the following:

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.

19. Article 29 – Other Benefits

- a. Section 29.1 – Revise the existing language in the second paragraph of Section 29.1 to include the following language:

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

- b. Section 29.4 – Death in the Family. The existing language shall be revised as follows:
 - “may be granted” will be replaced with “shall be granted”.
 - “Domestic partners” will be added to the definition of “immediate family”.
- c. Section 29.11 – Revise the existing language as follows:
 - Replace “60 cents” with “2.5%” and “70 cents” with “3%”.
- d. Section 29.15 – 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 occurrence under the County’s Time and Attendance Policy. Where an employee has exhausted his/her accruals, he/she 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 observed County holiday.

20. Article 30 – Federation Representation, Release for Federation Business, and Labor Management Committee Meetings

- a. Section 30.1 – The County agrees to the proposal to modify the number of officers holding each unit title.
- b. Section 30.1 – The County proposes modifying the remaining language of this section as follows:

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.

- c. Section 30.2 – The County proposes to modify the existing language of this section as follows:

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 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.

- d. Section 30.3 – The County proposes to modify the existing language of this section as follows:

The County agrees to allow area steward 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.

- e. Section 30.4 – The County proposes to modify the existing language of this section as follows:

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.

- f. Section 30.5 – The County proposes to modify the existing language of this section as follows:

The County agrees to grant up to six (6) members of the Labor Management Committee release time off from their regular duties to attend Labor Management meetings. 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.

- g. Section 30.6 – The County proposes to modify the existing language of this section as follows:

Delegates to the International Convention and district council meeting 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.

- h. Section 30.7 – The County proposes to modify the existing language of this section as follows:

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.

- i. Section 30.8 – The County proposes to modify the existing language of this section as follows:

The four officers identified in Section 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 scheduled 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.

- j. Section 30.11 – Delete Section 30.11.
- k. Section 30.13 – Delete Section 30.13.

21. Article 32 – Grievance Procedure

- a. Section 32.2 – the County accepts all proposed date changes to this Section.
- b. Section 32.2 – The County rejects the proposed deletions to the existing language regarding Arbitrator selection, but rejects the proposed new language, and instead proposes that the relevant paragraph read as follows:

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 IUE-CWA's approval. Upon receipt, the parties will strike arbitrators until reaching agreement.

22. Article 33 - Children's Detention Center

- a. See attached Article 33 documentation.

23. Article 34 – After Hours and Stand-By Coverage

- a. Section 34.2 – Revise the existing language of Section 34.2 as follows:
Replace “three & one-half (3 ½)” with “two (2)” in both instances.

For the County:



For the Union:



Wilbert

Shana by

Ranada

Danya + Silvio

Lynna + Simmons

Kendalbee

**ARTICLE 33
CHILDREN'S DETENTION 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 his/her anniversary date. If an employee does not attend the scheduled examination by the end of the grace period, 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 his/her 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 his seniority for choice of shift, the employee may not utilize that right again for at least one year. This procedure may be utilized only when a shift vacancy exists.

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.

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
Supervising Youth Detention Worker
Rapid Response 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 and satellite locations, 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 is necessary to protect the health and safety of both residents and employees.

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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 staff 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 make the video footage available to the Union.

Section 33.6:

A. Uniform Policy

1. All Youth Detention Workers shall receive facility issued uniforms at the time of hire. Each uniform issued shall consist of the following:

- Three (3) pairs of black pants
- Three (3) short sleeve black golf shirts
- One (1) Black Belt
- One (1) Belt Clip
- One (1) Windbreaker
- One (1) Knit cap
- 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 for 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 five (5).

C. Separation from Employment

1. 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 the 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, he/she shall be entitled to claim two Roll Call payments.