
Agreement

By and between the
County of Westchester
and the
**Civil Service Employees
Association, Inc.**
Local 1000, AFSCME, AFL-CIO



Westchester County Local 860
Unit 9200

Westchester
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1996 - 2001

**AGREEMENT BETWEEN
COUNTY OF WESTCHESTER
AND
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000 - AFSCME/AFL-CIO
WESTCHESTER COUNTY- LOCAL 860
UNIT 9200
1996 - 2001**

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***Lifeguards covered by these provisions**

THIS AGREEMENT, made the 2nd day of June, 1998, by and between the COUNTY OF WESTCHESTER, a municipal corporation of the STATE OF NEW YORK, and with offices in the County Office Building, 148 Martine Avenue, White Plains, New York, hereinafter designated as the "County" and THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES UNION, AFL-CIO, WESTCHESTER COUNTY LOCAL 860, UNIT 9200.

ARTICLE I
THE AGREEMENT

Section 1 - Definitions

Definitions as used herein, the following terms shall have these meanings:

"County" means the County of Westchester.

"Union" means Civil Service Employees Association, Inc., Local 1000, American Federation of State, County and Municipal Employees Union, AFL-CIO, Westchester County Local 860, Unit 9200. (Hereinafter CSEA/AFSCME.)

"Employee" means a person included in the negotiating unit defined in Section 2.

Section 2 - Negotiating Unit and Coverage

A. Negotiating Unit

The County-Employee negotiating unit in accordance with the Civil Service Law and Act number 84-1967 of the Board of Supervisors of Westchester County as amended to which the Agreement applies consists of all County Employees, excluding:

1. All Department Heads, Deputies, Division Heads and confidential employees.

2. All professional staff of the Westchester Community College directly involved in teaching, plus supporting professionals.
3. Lieutenants and Captains employed by the Westchester County Department of Public Safety Services, Police Division.
4. All police officers and sergeants employed by the Westchester County Department of Public Safety Services, Police Division.
5. All Employees employed by the County of Westchester as registered nurses.
6. All interns, residents, chief residents and fellows, both medical and dental, employed by the County of Westchester.
7. All Correction Officers employed by the Westchester County Department of Correction.
8. All District Attorney Investigators employed by the Westchester County District Attorney's Office.
9. All employees represented by the Westchester County Department of Correction Superior Officers Association.
10. Temporary Employees i.e. (who at the time of hire have knowledge that their employment does not constitute part of the regular County work force, but is limited to a special project with a defined duration).

11. All Employees represented by the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL-CIO, Local 456.

B. Coverage

The terms and conditions of the Agreement are applicable to all Employees except as provided for in Article IX and XV.

ARTICLE II

RECOGNITION AND PAYROLL DEDUCTIONS

Section 1 - Recognition

Based upon the Union's certification dated February 2, 1990, by the Westchester County Public Employment Relations Board, recognition is hereby confirmed and extended to the Union for the maximum period permitted by law.

Section 2 - Payroll Deductions/Agency Shop

A. Authorizations

1. Subject to reasonable procedural requirements, the County will honor, during their effective period, individual assignments signed by Employees authorizing deductions of membership dues and/or authorized insurance premiums of the Union.

2. All Employees, as defined by Article I, not desiring membership in the Union shall be required as a condition of employment to have deducted from their salaries a service charge for the administration of this Agreement and the representation of such Employees.

The service charge for Employees shall be the amount equivalent to the amount of annual dues payable by a member of the Union in the full time or part-time category appropriate to the status of the Employee.

3. The County shall provide payroll deductions, as authorized in writing by each Employee, for a deferred compensation plan.
4. The County shall provide Employees with the option of having direct deposit of payroll checks.

B. Remittance

1. Dues and service charges will be deducted after each payroll period and will be remitted to the Union at the address designated by the Union in the same manner as currently established.
2. Reconciliation of dues and Agency Shop Fee deductions, indicating new Employees added to the payroll, and old Employees leaving the County service, shall be made to the Union on a bi-weekly basis.

C. Exclusivity

Except as provided by this agreement, payroll deductions, other than charitable, will not be granted by the County unless approved by the Union.

D. Computer Literacy

The parties agree to cooperate in establishing and upgrading computer literacy of collective bargaining unit employees.

ARTICLE III

WORK, WORKWEEK, WORKDAY

Section 1 - Work, Workweek, Workday

A. General

1. When, in a one or two shift operation, the County determines to extend the workday within an existing workweek by creating additional shifts, such shifts shall not be implemented without prior written notification to the Union. If the Union requests in writing, the County will discuss the method used to staff such shifts. If a disagreement arises pertaining to the method used in staffing, the matter may be processed through the grievance procedure.
2. Except as provided in paragraph 1 above, no departure from the norms below (Article III), the established norms (Appendix C), or the norms to be established (Article III),

shall be made without prior written notification to the Union. In the event of any disagreement between the County and the Union as to the need and desirability of such deviation, or as to the manner in which it has been made, the matter may be processed through the grievance procedure.

B. Definition of Work

"Hours Worked", in general, includes all the time an Employee is required to be on duty or on the County premises or at a prescribed work place, and all time during which the Employee is suffered or permitted to work for the County, such as: County directed travel; attendance at County directed training programs; adjusting grievances; clothes changing where required; wash-up time where required and other work as prescribed by the provisions of the U.S. Fair Labor Standards Act.

An Employee called in to work pursuant to Article IV, Section 10.E shall have one hour credited toward the minimum guarantee of four hours for travel both to and from the employee's home.

This time shall not apply if the Employee lives in County housing and is called back to work in the same general location where he/she lives.

Where an issue arises the U.S. Fair Labor Standards Act tests shall apply.

Time Properly Absent - In computing time worked all paid time properly absent for legal holidays, sick leave, vacation, personal

leave and supplementary time off shall be included as the equivalent of time worked.

C. Workweek and Workday

1. For payroll calculation purposes, the workweek for all Departments shall be from Monday, one minute after twelve (12:01 a.m.), to the following Sunday, midnight (12:00 a.m.).
2. All full time Employees shall work a thirty-five (35) hour work week.
3. Except as otherwise agreed to by the parties, for all Employees the basic work week shall be any five (5) days worked within the departmental work schedules as specified in Appendix C.
4. Employees on a rotating schedule shall be given at least forty-eight (48) hours notice of a change of shift schedules, except in an emergency.
5. The prevailing daily schedule shall continue in full force and effect.
6. All requests for a modified work week shall be channeled through the Director of Labor Relations to the Modified Work Week Committee. The Committee is empowered to request any pertinent information, and to meet with County officials and affected Employees. If no agreement is reached with the Committee, the County may move for expedited arbitration. There shall be no implementation of the proposal, until such time as the arbitrator sustains the County position.

When a modified work week is established all references to days in the contract shall be converted to hours by multiplying the number of days by seven.

Section 2 - Reduced Workweek Scheduling Options

In the process of maintaining the workweek as reduced in the 1975 - 1977 contract the County reserves the following options:

1. To provide an unpaid one (1) hour meal period;
2. To provide an unpaid one-half (1/2) hour meal period and to compensate in cash an additional one-half (1/2) hour;
3. To provide for early release (one-half (1/2) hour) to compensate for a shortened meal period;
4. To stagger work schedules (start/finish times) provided no split shifts are instituted;
5. To stagger meal periods.

The County agrees to retain a consultant to evaluate scheduling problems and make recommendations to the parties.

Section 3 - Flex Time Committee

A joint Union-County Committee is to be established to explore the feasibility of "Flex Time". The procedures shall be determined by the parties at a future time for the operation of such committee.

Section 4 - Time and Attendance Committee

A Time and Attendance Committee is established in an attempt to standardize County procedures. Said Committee shall address such issues as minimum amounts of time (leave) to be taken, overtime meal money, lateness, grace periods and docking procedures, and any other relevant issues.

Section 5 - Docking

The procedures for docking, grace periods and no-show shall be annexed as Appendix F.

ARTICLE IV

COMPENSATION

Section 1 - Classification and Compensation

A. General

1. All positions authorized in titles covered by the Agreement (annual salaried, per diem and hourly) shall be classified, in accordance with law, by the Personnel Officer.
2. All such positions shall be evaluated in accordance with the County's systems for job evaluation. The application of the County's systems for job evaluation shall result in each position title being assigned to a specific job group, subject to Legislative approval if necessary.

3. The County reserves the right to reclassify or reallocate any title, subject to Legislative approval.
4. No Employee shall be employed or appointed under any title not appropriate to the duties to be performed as defined in the specification for that title.

B. Definitions

1.
 - a. Classification is the process by which a position title is assigned to a set of specified duties and responsibilities.
 - b. Reclassification is the process of changing the position title which has been assigned to specific duties and responsibilities to another position title in order to reflect the duties and responsibilities more accurately.
 - c. Reclassification may result in a change to a position title in a lower job group, the same job group or a higher job group.
2.
 - a. Allocation is the process of assigning a position title to a salary range.
 - b. Reallocation is the process of assigning a position title to another salary range in order to effect more equitable and appropriate payment for the performance of the duties and responsibilities of the position.
 - c. Reallocation may result in a change to a lower salary range or to a higher salary range.