Tentative Settlement Agreement
between the
County of Monroe
and the
Federation of Social Workers

The following terms are agreed upon by the negotiating teams for both parties, and constitute a tentative settlement which shall be submitted to the Union membership and the County Executive for ratification with the recommendation of the respective negotiating team members. If the settlement is ratified by the Union membership and County Executive, it shall thereafter be submitted in a timely manner to the County Legislature for legislative approval. The County reserves the right to revise its positions on the issues should this agreement not be ratified or approved.

Unless set forth herein, the terms of the agreement which expire on December 31, 2016 shall continue unchanged.

1. TERM
   January 1, 2017 through December 31, 2023

2. WAGES

   A. Salary Schedule Increases:
      
      Effective 7-1-2018  1.5%
      Effective 1-1-2019  2.5%
      Effective 1-1-2020  1.5%
      Effective 1-1-2021  2%
      Effective 1-1-2022  2%
      Effective 1-1-2023  2%

   B. Direct deposit to a bank account or via a deposit card will be mandatory for all unit employees.

3. HEALTH INSURANCE/ACTIVE EMPLOYEES

   A. CAT 1 (pre 1-1-06) and CAT 2 (1-1-06 to 1-1-16) [currently 4%]
      Prior to 1/1/2019, No Change
      Effective 1/1/2019, employee contribution will be 6% of Value 2
      Effective 1/1/2020, employee contribution will be 7% of Value 2
      Effective 1/1/2021, employee contribution will be 8% of Value 2
      Effective 1/1/2022, employee contribution will be 10% of Value 2
      Effective 1/1/2023, Employee contribution will be 12% of Value 2

   B. CAT 1 and CAT 2 employees enrolled in Select 1 as of 1/1/2018 may buy up to Select 1.

   C. CAT 3 (post 1-1-16) employees will have no change in their 20% contribution in 2018 or 2019. In 2020, it will go to 21%; in 2021 it will go to 22%; in 2022 it will go to 23%.
D. Notwithstanding the above language, the County shall develop and implement a high-deductible plan(s) of its choosing as a voluntary alternative to the Value 2 Plan. FSW will be consulted before the plan is offered.

E. Clarification: If Obamacare is repealed or changed, the benefits shall revert back to pre-Obamacare mandate coverage levels; the Obamacare mandated benefits do not extend to retiree plans.

4. RETIREE HEALTH INSURANCE

Effective January 1, 2019, CAT 1 & CAT 2 employees must have at least 10 years of continuous full time service with the County immediately preceding retirement to qualify for health insurance in retirement and must retire and receive ERS benefits immediately upon termination of employment from the County. For every year the employee has fewer than 15 years of service, he/she will pay an additional 1% contribution toward health care in retirement. CAT 3 employees continue to require 20 years of continuous full time service immediately preceding retirement. For purposes of this article leaves of absences, reinstatements and rehires of up to one year shall not break continuous service.

A. CAT 1 employees will receive retiree health insurance with the County’s contribution to this coverage as follows:
   a. For retirees whose age and years of service total 85 or more, coverage shall be fully paid by the County
   b. For retirees whose age and years of service total 80 to 84, the County shall pay 90% of the cost of coverage
   c. For retirees whose age and years of service total 75 to 79, the County shall pay 85% of the cost of coverage
   d. For retirees whose age and years of service total 70 to 74, the County shall pay 75% of the cost of coverage
   e. For retirees whose age and years of service total 65 to 69, the County shall pay 65% of the cost of coverage
   f. For retirees whose age and years of service total 60 to 64, the County shall pay 55% of the cost of coverage

B. CAT 2 & CAT 3 qualified employees in retirement pay the same percentage as actives in their CAT pay at time of retirement, except they will contribute an additional 1% towards health care for each year under 60 they retire.

C. For purposes of paragraph A and B above, years of service can include all full-time years worked for the County even if not continuous, and employees who join the County from another New York State public employer with a break in service of thirty (30) days or less, will receive up to five (5) years credit for his or her prior service.

D. Buy-out: The annual health insurance buy-out shall be extended to pre-Medicare retirees who opt out of County health insurance coverage as long as this is permitted by law and it complies with Obamacare.

E. Spouse / Family (anyone hired before 1-1-16): Spouse / family coverage will be continued for 48 months after the retiree deceases, unless the spouse remarries or is otherwise eligible
for different coverage.

If the spouse is not Medicare eligible at the time the retiree becomes Medicare eligible, the spouse (and family) will receive continued primary coverage for a maximum of 48 months, or until the spouse becomes Medicare eligible, whichever occurs first, at which time such coverage shall cease and the spouse will be entitled to Medicare plan when she/he is eligible and enrolls in Medicare. The retiree may continue this coverage past 48 months if the spouse is not yet Medicare eligible and until he/she becomes Medicare eligible by paying the cost of such coverage provided this is permissible under plan terms and insurance regulations.

For all employees: Only the spouse and family at the time of retirement will be eligible for the above.

5. OTHER PROVISIONS

A. Residency
Add a provision to the collective bargaining agreement specifying the following:

"It shall be a condition of employment that all unit members maintain their domicile and primary residence within Monroe County, and a failure to do so will constitute a disqualification from employment and a resignation without the benefit of the grievance process or any other court or administrative review. Unit members may apply for a waiver of this requirement which may be granted at the sole discretion of the County Executive. Current unit members who live outside the County as of June 1, 2018 will be exempt from this requirement, but it shall apply if they subsequently relocate their domicile and primary residence within the County."

B. Grievance Procedure
Replace the existing Step 1 and Step 2 with the following:

Step 1: A grievance as defined heretofore between an employee or a group of employees and the County shall be initiated in the first instance by the Union with the Department’s Authorized Designee. Before the Union files the written grievance within the time limit set forth below, the employee will notify the Union President of the claim, and if the President determines that the grievance lacks merit, the Union may waive the claim by not filing the written grievance. The grievance shall be submitted by the Union in writing (identifying the employee(s) affected) within fifteen (15) business days from its known occurrence by the employee(s) affected.

The Department’s Authorized Designee shall serve a written reply to the Union within three (3) business days of the submission of the written grievance.

Step 2: In the event the grievance is not disposed of under Step 1, the Union may request a review of the grievance with the Department Head. Such request shall be submitted to the Department Head in the same manner provided for in Step 1 of the grievance procedure within five (5) business days of the conclusion of Step 1.

The Department Head or his/her authorized designee shall conduct an informal hearing at which all parties involved may present oral or written statements in support of their
position. The hearing shall take place within ten business days following the submission of the grievance to Step 2 of the grievance procedure.

The Department Head or authorized designee shall serve a written reply to the Union within five (5) business days from the close of the hearing.

C. Personnel File – The last sentence of 21.16 will be amended to read as follows. “Material, which has been placed in a sealed envelope, WILL ONLY BE REFERRED TO IN CASES OF DISCIPLINE.”

D. Housekeeping – The parties agree to continue to meet for housekeeping negotiations and to incorporate all applicable MOAs for up to 6 months from ratification.

6. Buy-Out

Modify Section 9.5 to change “100 eligible employees” to “69 eligible employees”.

Dated: June 18, 2018

For the County:

[Signatures]

Brayton McK. Connard, HR Director
Karlee Bolaños, Counsel
William Q. Lowe, Counsel
Thomas Vasey, Deputy Director
Sheyenne Livecchi, Acting Labor Relations Manager

For the Union:

[Signatures]

Kendall Bell, Local President
Robert Way, Local Vice President
Michelle Alaimo
LaTonya Wilcox
Kimberly Kuyal
Evelyn Evans
Michael Rusinek, IUE-CWA Staff
Kris Gilliam