

**TENTATIVE SETTLEMENT AGREEMENT**  
**Between the**  
**COUNTY OF MONROE**  
**And the**  
**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-**  
**CIO, LOCAL#828, CSEA UNIT #7400**

October 29, 2024

The following terms are agreed upon by the negotiating teams for both parties, and constitutes 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 member. 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.

The terms of the agreement which will expire in December 31, 2024 will govern until the date of ratification.

**1. Term**

- a. January 1, 2025 – December 31, 2027

**2. Article I – Preamble**

- a. Amend the second paragraph to include the following:  
“The County agrees to bring forth any new, changed, or modified policies and procedures, General Orders, Standard Operating Procedures, and/or Operation Memorandums, for the CSEA to review. All such documents shall be provided to the President of the Union by way of email five (5) days in advance of such new, changed, or modified policies and procedures, General Orders, Standard Operating Procedures, and/or Operation Memorandums becoming effective.

**3. General Language Housekeeping**

- a. Clean up grammar, punctuation, and formatting issues throughout the Agreement.
- b. Update language to be made gender neutral.

**4. Article 3 – Collective Bargaining Agreement**

- a. Revise Section 3.1 as follows:
  - i. Modify the introductory paragraph to read as follows:  
“A general unit consisting of all County employees in pay groups 16 and below, pay groups 35, 36, 37, 38, 39, 60, 61, and 62; and employees working in an out-of-title assignment in pay group 17 and above, with the following exceptions:
  - ii. Delete: “Part-time employees” and “Per diem employees”

- iii. Add: “Institutional Helpers in the Sheriff’s Office/Trainees”
- iv. Add the following language:
  - “In accordance with the Memorandum of Agreement dated November --, 2024 regarding the merger of the Monroe County CSEA Full-Time and Part-Time bargaining units, this Agreement constitutes the sole collective bargaining agreement applicable to the merged bargaining unit of full-time and part-time employees. The only provisions of this Agreement applicable to part-time employees are those expressly set forth in Article --. No other Articles of this Agreement, or Sections contained therein, shall apply to part-time employees in any way.”
- b. Revise Section 3.2 to include the following at the end of the first paragraph:
  - “For purposes of this Agreement, only those part-time titles that have a full-time equivalent covered by this Agreement shall be represented by the Union.”
- c. Revise Section 3.3 as follows:
  - i. Replace “unit president” and “CSEA Unit President” with “President of the Union”.
- d. Add a new Section 3.4 to read as follows:
  - i. “When filling a vacant full-time position in the bargaining unit, the County must fill the position with a full-time employee. When filling a vacant part-time position in the bargaining unit, the County must fill the position with a part-time employee. The County shall not fill a full-time position with a part-time employee unless there is a signed written consent from CSEA.”

**5. Article 4 – Compensation**

- a. Replace Section 4.1 with the following:
  - i. Effective January 1, 2025, all hourly rates in the 2024 salary schedule shall be increased by \$1.60.
- b. Replace Section 4.2 with the following:
  - i. Effective January 1, 2026, all hourly rates in the 2025 salary schedule shall be increased by \$1.25.
- c. Replace Section 4.3 with the following:
  - i. Effective January 1, 2027, the 2026 salary schedule steps shall be increased by 4%.
- d. Replace Section 4.4. Pay groups 3 shall be eliminated and the job titles assigned to that pay group shall be added to pay group 4 effective 1/1/2025.
- e. Revise Section 4.12 to add the following language:
  - “If an employee is promoted to a higher title in the same series prior to being given his/her annual evaluation, but is within six (6) months of his/her annual evaluation date at the time of promotion, the County shall add another additional step to their promotion (totaling 2 additional steps, if applicable), as long as their performance has been satisfactory.”
- f. Add a new Section 4.16 to read as follows:
  - “If an employee is not selected for a promotion, they may request a meeting with their supervisor to discuss the promotional process, and no such request shall be unreasonably denied.”

**6. Article 9 – Working Conditions**

- a. Revise Sections 9.2 and 9.3 as follows:

- i. Replace “\$75” with “\$150”.
    - ii. Add a comma after time pieces in 9.2 and 9.3
  - b. Revise Section 9.2 to include the following language:  
“Notwithstanding the above, Department Heads or his/her designee, shall have the discretion to increase the reimbursement amount based on unique circumstances.”
  - c. Revise Section 9.4 to read as follows:  
“The County will reimburse any employee who is required to wear safety shoes or other appropriate footwear as required by his/her department, a maximum of two hundred dollars (\$200) for one pair per year, upon submission of receipt of purchase. Any employee failing to wear required safety shoes or other appropriate footwear as required by his/her department, shall be subject to disciplinary action.”
  - d. Delete Sections 53.14 and 54.13 and add Section 9.7 to read as follows:  
“The Employer and the Union agree to establish a safety committee to consist of three (3) Union representatives and three (3) Employer representatives. The committee shall meet by mutual agreement for the purpose of investigating and recommending solutions to safety problems. Employee members of the safety committee may attend meetings of the committee during normal working hours without loss of time or pay.”
  - e. Delete Sections 53.9 and 54.9 and add Section 9.8 to read as follows:  
“The Unit may assign a steward in each of the facilities set forth in this agreement above for the purpose of bringing to the attention of the manager of the facility problems relating to health and safety.”
- 7. **Article 10 – Work Week**
  - a. Revise Section 10.1 to include the following language:  
“Alternative work schedules may be available to employees upon approval of the County. Any approved alternative work schedule must result in employees working his/her standard hours per workweek.”
- 8. **Article 11 – Flextime and Job Sharing**
  - a. Revise Section 11.1 to read as follows:  
“Voluntary agreements for flexible work schedules may be agreed to by the Director of Human Resources, the Department Head and the Union. However, the County or the Union may cancel such flexible work schedule at any time, upon seven days’ notice.”
- 9. **Article 12 – Attendance**
  - a. Revise the second paragraph of Section 12.1 as follows:
    - i. Delete: “shall sign a time accounting card”, “with an approved signature”, and “submission of an approved time accounting card”.
    - ii. Replace “to duty” with “on duty”.
  - b. Revise Section 12.3 to read as follows:  
“When the County Executive or his/her designee closes County offices because of weather conditions or other conditions, employees who are designated by Department Heads as non-essential at the time of the closing will be permitted to leave work and will be paid for the remainder of the work shift. Employees who are designated by a Department Head as essential, based on departmental needs or other relevant circumstances, must remain at work. Employees who are told not to report to work will be paid for one shift if they are scheduled to work on the day

the weather or other emergency begins. Employees who have preapproved time off (vacation, comp, etc.), will use their accruals from their banks in the event of a closure. The County agrees to be reasonable in their depiction of essential employees.

The County will add four (4) hours of personal time for essential employees, who physically come into work, per event, when the employee's work location is closed because of the event (i.e., if the County closes for 2 consecutive days, the employee will receive 4 hours of personal time; if the County closes for 1 day in January and 1 day in February, then the employee will receive 8 hours of personal time). If an employee leaves employment, the unused personal time will not be paid out and will be forfeited.

In the event that the County Executive or his/her designee closes County Offices as part of a planned closure at least forty-eight hours (48) in advance, employees with previously requested and approved vacation time, pursuant to the bidding process set forth in Article 43.2, will have approved vacation time credited back to his/her bank for the day or days of the closure."

**10. Article 14 – Accrual and Use of Credits**

- a. Revise Section 14.2 to read as follows:  
"All credits must be earned before they can be used. Credits accrued shall be noted within each employee's electronic payroll record in terms of hours appropriate to the job."
- b. Revise Section 14.5 to read as follows:  
"The maximum amount of non-FLSA compensatory time off which may be accrued shall be forty (40) days. The amount of compensatory time earned due to FLSA overtime shall be limited to two hundred forty (240) hours and such hours shall be paid when the employee has left employment."

**11. Article 20 – Leave of Absence**

- a. Renumber the second "Section 20.4" as "Section 20.5".
- b. Add a new Section 20.6 to read as follows:  
"Personal Days: Full-time employees will receive twenty-four (24) hours of Personal time and have such time added to their bank in the first pay-period of each year (after completing one year of continuous employment). Any unused hours cannot move from year to year. If an employee resigns from employment, any unused Personal time will be forfeited and will not be paid out upon resignation or retirement."

**12. Article 23 – Tuition Reimbursement**

- a. Delete "locally" from Section 23.1 and Section 23.3.

**13. Article 25 – Residency**

- a. Revise the first Sentence of Section 25.1 to read as follows:  
"The County agrees to waive the residency requirement for all unit employees with the clarification that it cannot unilaterally waive residency requirements for purposes of Civil Service exam requirements, for positions that are deemed a Public Officer by law, or where prohibited under the County Charter. A list of titles where residency is required shall be attached to the Agreement as an Appendix"

**14. Article 32 – Health Insurance**

- a. Revise Section 32.1 to read as follows:  
“Unit members hired by the County before April 15, 2005 (CAT 1) will pay the following for the premium for Value 2:  
Effective January 1, 2025: 14%  
Effective January 1, 2026: 16%  
Effective January 1, 2027: 18%”
- b. Revise Section 32.2 to provide as follows:  
“Unit members hired by the County on and after April 15, 2005 but before October 1, 2012 (CAT 2) will pay 20% of the premium for Value 2.”
- c. Revise Section 32.11.1(a) to provide as follows:  
“For retirees whose age and years of service total 85 or more, the County shall pay 95% of the cost of coverage.”
- d. Revise Section 32.11 to include the following:  
“Notwithstanding the above, any unit member whose age and years of service total 85 or more, who retire before December 15, 2027, and otherwise satisfies the existing service time requirements to qualify for retiree health insurance coverage, shall receive retiree health insurance coverage fully paid by the County.”
- e. All relevant MOAs shall be included in the back of the Agreement.

**15. Article 35 – Overtime**

- a. Create a new Section 35.5b to read as follows:  
“Employees who receive a Remote Call-in outside of regularly scheduled hours shall be guaranteed a minimum of 15-minutes pay or compensatory time at the rate of time and one-half (at the option of the employee. If an employee receives and completes another call within 15 minutes of receiving the first call, the calls will be treated as part of the same 15-minute interval. If an employee receives and completes another call more than 15 minutes after receiving the first call, it shall be paid as an additional minimum of 15-minutes pay or compensatory time at the rate of time and one-half (at the option of the employee)”

**16. Article 36 – Longevity**

- a. Revise Section 36.1 to include the following:  
“All employees covered by this agreement who have given three continuous years of service as of July 1st of any year to the County of Monroe shall receive \$375 each year.”  
“All employees covered by this agreement who have given five continuous years of service as of July 1st of any year to the County of Monroe shall receive \$475 each year.”
- b. Revise the existing language of Section 36.1 by increasing each longevity step by \$100.

**17. Article 38 – Holidays**

- a. Replace “Columbus Day” with “Columbus Day / Indigenous People’s Day”

**18. Article 39 – Sick Leave**

- a. Revise Section 39.4 to read as follows:

“When sick leave is used for three or more consecutive days because of illness in the immediate family, the employee submits a standard medical certificate completed by their immediate family’s attending physician and need for the employee to be in attendance of the relative may be required upon reasonable doubt of the supervisor as to the validity of the absence.”

**19. Article 41 – Death in the Family**

- a. Add “brother/sister” to the group of family relations that shall be granted up to a maximum of five (5) working days.

**20. Article 42 – Shift Premium**

- a. Revise Section 41.2 as follows:

- i. Add the following to end of the first paragraph:

“The entire shift will be paid the shift premium in full.”

- ii. Replace the third paragraph with the following:

“All employees working a non-shift when working continuous overtime that continues beyond 7:00 pm and before 6:00 am will earn premium shift differential at the current rate in the Agreement for every hour worked between the hours of 7:00 pm and 6:00 am.

**21. Article 43 – Vacation**

- a. Revise Section 43.3 to apply to all unit members and delete Section 43.4.

**22. Article 44 – Parking**

- a. Revise Section 44.2 to read as follows:

“Employees on the payroll as of September 1st who are assigned to a downtown location working some or all hours in person shall receive a \$600.00 annual stipend paid in November. Employees who have access to free parking are not eligible for this stipend.”

**23. Article 46 – Association Business**

- a. Revise Section 46.2 to read as follows:

“The County will allow the union to distribute a reasonable amount of appropriate literature, upon the prior approval of the Labor Relations Manager or his/her designee, through the County email system, using blind copy only.”

**24. Article 48 – Disciplinary Procedures**

- a. Revise the third paragraph, second sentence of Section 48.1 to read as follows:

“A copy of the notice of action (discipline) shall be served simultaneously to the President of the Union by electronically sending it via email. If there is an error electronically sending it via email, the other options are either by mail or by fax.”

- b. Revise Section 48.1 to include the following:

“Any provisional member that is hired prior to the issuance of a Civil Service examination for the retention of their position and at no fault of their own has not taken the examination for their position within two (2) years of said provisional

appointment, shall be given the full rights of the grievance and disciplinary procedure within this collective bargaining agreement.”

- c. Revise Section 48.2 to include the following:  
“After 18 months following the date of issuance, Counseling Memos that have been satisfactorily resolved shall not be used against the member for purposes of progressive discipline, promotion, and/or transfer opportunities.”

**25. Safety Shoes**

- a. Increase the payment amount for safety shoes in each instance in the CBA from \$150 to \$200 annually.

**26. Tool Allowance**

- a. Revise Sections 53.3, 54.3, and 51.8 to include “natural disasters”.

**27. Article 49, Part 1: Office of Probation**

- a. Revise Section 49.1.3 to include a new subsection #9 to read as follows:  
“Employees of the Probation Department acting in any training related capacity; or in the capacity of a specialty group facilitator; in addition to their assigned duties; shall be guaranteed one (1) hour of PTO for every full workday of training instruction.”
- b. Revise Section 49.1.5.7 to read as follows:  
“The Probation Department will issue a supplemental payment at an annual rate of \$400 for other clothing/equipment and maintenance not provided by the County.”
- c. Add a new Section 49.1.9 to read as follows:  
“When an employee is involved in a critical event, the Chief of Probation or his/her designee, in his/her sole discretion, with the consultation of the Peer Support Advisor, may grant said employee Officer Wellness Day(s) following the critical event. Officer Wellness Day(s) shall not impact the employee’s time banks.”

**28. Article 49, Part 2: Crime Laboratory**

- a. Revise Section 49.2.1 to include the following language:  
“It is further agreed, with prior written approval of the Public Safety Laboratory Administrator or his/her designee, employees who pay for professional organization membership dues that are a requirement and/or directly related and beneficial to the employee’s job duties, may be reimbursed up to two hundred dollars (\$200) in the aggregate, upon submission of receipt of such expenditure(s).”
- b. Replace Section 49.2.3(4) with the following:  
“The President of the Union or his/her designee shall be included on any educational committee which may be established by the Department for the Crime Laboratory.”
- c. Add a new Section 49.2.4 to read as follows:  
“Any employee who appears at a court hearing outside of his/her regularly scheduled hours, shall be guaranteed a minimum of two (2) hours pay.”

**29. Article 50 – Monroe Community Hospital**

- a. Revise Section 50.1 to read as follows:

“Compensatory time off shall be taken off at a time desired by the employee and shall be granted when approved by the Department Head or designee, provided it does not create a staffing hardship in the department.

There is no bidding period for the use of compensatory time off. It can be taken at any time throughout the year.”

- b. Revise Section 50.2 to read as follows:  
“The County agrees to supply, launder, and maintain uniforms for individuals employed as CNA Trainees. Employees are expected to take reasonable care of such uniforms.”
- c. Revise Section 50.4 to read as follows:  
CNA: Evening/\$2.75, Night/\$2.00  
LPN Evening/\$4.00, Night/\$2.00  
RN Evening/\$4.00, Night/\$2.50  
RT Evening/\$4.00, Night/\$2.50
- d. Revise Section 50.7 to read as follows:  
“Nursing employees only, who work on a continuous operation schedule, will have the option of keeping sixteen (16) accrued hours into their banks to utilize at a later time, or they will be entitled to a lump sum payment for a maximum of twelve holidays, which will be made on or about December 15th of each year.”
- e. Revise Section 50.10 by adding the following to the first paragraph:  
“If an employee takes vacation for more than 1 week and 1 weekend and such weekend happens to be one of his/her weekends on, the employee will not have to make up the weekend when they come back from vacation. However, if an employee wants to only take off a weekend they are assigned, they will have to make that weekend up.”
- f. Revise Section 50.11 to replace “\$165” with “\$200”.
- g. Add a new Section 50.13 to read as follows:  
“The County will allow per diem members to work for full-time members when the full-time member wants to utilize time off. The full-time member should not have to make up this time if they have someone work for them.”
- h. Add a new Section 50.14 to read as follows:  
“The County shall reimburse employees in accordance with the GSA per diem rate, set forth in Article 22 of the CBA, who leave the Hospital facility for a minimum of four (4) hours as part of a resident outing that occurs during the employee’s normal mealtime. Employees shall be required to submit receipts and complete all necessary paperwork in compliance with Finance Department requirements in order to receive such reimbursement.”

**30. Article 51 – Monroe County Sheriff’s Office Civilian Section**

- a. Replace the existing language of Section 51.2 with the following:



“Residency for MCSO employees is set forth in Article 25 Residency and shall be updated in the Rules and Regulations Manual at MCSO.”

- b. Revise the first sentence of Section 51.6 to read as follows:  
“The basic workweek for Auto Mechanics shall be forty (40) hours at eight (8) hours per day with a 20-minute paid lunch.”

**31. Article 52 – Health Department Section**

52.1 Take out laundry

52.2 Revise to the following:

“Public Health Nurses, Registered Nurses, Public Health Nurse Aides, LPN’s, and Pediatric Registered Nurse Specialists, shall supply, launder, and maintain their own uniforms. The aforementioned employees’ uniform allowance shall be Two Hundred Twenty-Five Dollars (\$225.00) per year. Lump-sum payment will be made on or about December 1, provided the claim is made by November 15.”

52.3 delete paragraph

Renumber the other paragraphs

**32. Article 53 – Blue Collar Section**

- a. Revise Section 51.3 to read as follows:

“Employees in this unit shall be those employees in the following Departments: Aviation, Environmental Services, Parks, and Transportation.”

- b. Revise 53.11 and 53.12 to remove Motor Equipment Operators to Airport Equipment Operators.

**33. Article 55 – Create a new “County Clerk/Auto License Bureau” Section**

- a. Create Section 55.1 to read as follows:

“The basic workweek for the Auto License Bureau shall be 40 hours per week with 3 days working 7.5 hours, 1 day working 8 hours, and 1 day working 9.5 hours. The process set forth in Article 10 shall apply regarding changes to work schedules for employees. Hours of operations for all DMV branches will be 8:30am – 4:30pm (or 6:30pm on the branch late night), with any customers with issued Qmatic or other customer queuing system notice, issued prior to 4:30pm (or 6:30 pm on the late night) being served.”

- b. Create Section 55.2a to read as follows:

“Outreach is defined as a remote location anywhere in the County (i.e., popup event; passport outreach) to process or give information on DMV or Downtown Filing Office related material. Other outreach events may happen at various remote locations as the need arises.

Outreach during regular business hours will be staffed off of the seniority list, depending upon the specific outreach event and departmental needs.”

- c. Create Section 55.2b to read as follows:

“On the last Saturday of each month, one DMV office will be open to the public from 8:25am – 12:55pm, with the exception of November and December. Staffing for such work shall be voluntary, but if insufficient voluntary staffing is available, the Clerk or his/her designee may mandate staffing by way of reverse seniority.

MVRTs will be included in staffing when the office is open on Saturdays.”

- d. Create Section 55.3 to read as follows:

“Only two (2) outreach and/or Mobile Location events shall be permitted per work week; not including after operating hours or weekends. Coverage for these locations will include up to two (2) Motor Vehicle Representatives (MVR) depending on volume, and one (1) manager or senior. Motor Vehicle Representative Trainees (MVRTs) must have supervisor approval to be eligible to work a Mobile Location.”

- e. Create Section 55.4 to read as follows:

“If Halloween, Christmas Eve, and/or New Year’s Eve fall on a day that is considered the late night, the schedule shall be modified to end at 5:00pm on such date(s). To accommodate the change in schedule in such instances, staff will be reduced to a thirty (30) minute lunch for each day of the relevant workweek.”

- f. Create Section 55.5 to read as follows:

“All County Clerk’s Office / DMV transactions must occur within a branch or authorized location during business hours including any transactions for customers, car dealers, family, or anyone personally known by staff. If the transaction is to be completed at a later date (i.e. car dealer work) the person dropping off the work must come into a branch or authorized location. Staff are not permitted to go outside and retrieve paperwork.

- g. Create Section 55.6 to read as follows:

“All County Clerk’s Office / DMV employees must comply with the requirements of the New York State MVR/Cashier Accountability Policy, which shall be incorporated within a County policy to be negotiated separately.

**34. Article 56 – Create a new “District Attorney’s Investigators” Section**

- a. Create Section 56.1 to read as follows:

“The County shall provide all Investigators with equipment deemed necessary for the position.”

**35. Article 57 – Create a new “Defense and Indemnification”**

- a. Create a new Article 60 to read as follows:

**Section 60.1 Definitions**

For the purposes of this Article, the following definitions shall apply:

A.The term “County Attorney” shall mean the County Attorney and any Deputy County Attorney designed by the County Attorney to act on his or her behalf.

B.The term “employee” shall mean Probation Officers and District Attorney Investigators covered by this Agreement.

C.The phrase “criminal action or proceeding” shall have the same meaning as the phrase is defined for purposes of the New York Criminal Procedure Law.

**Section 60.2 Defense in a Criminal Action or Proceeding**

A. Monroe County shall pay reasonable attorney’s fees, disbursements, and litigation expenses, incurred by an employee in their defense in a criminal proceeding in a state or federal court arising out of any act or omission that occurred, or allegedly occurred, while the employee was acting within the scope of

his or her public employment or duties, as shall be determined by the County Attorney. In such instances, the employee shall be entitled to private counsel of their own choice, except that the County Attorney may require that appropriate groups of employees be represented by the same private counsel. Any dispute with respect to the representation of multiple employees by a single counsel or the amount of any litigation expenses shall be resolved by the court upon motion or by way of a special proceeding.

B. Conditions for provision of defense: Monroe County and the Union agree to follow the policies and procedures listed in Chapter 39 (hereinafter “Chapter 39”), Section 39-5 of the Monroe County Code entitled, “Defense and Indemnification of County Officers and Employees.”

Prior to the engagement of private counsel, the employee will provide the County Attorney with a detailed budget from the employee’s proposed counsel outlining counsel’s hourly fee, and a case budget detailing anticipated fees, expenses and disbursements from inception of criminal charges through trial, which will be agreed to in writing by the County Attorney. Private counsel’s fees, disbursements, and litigation expenses shall comport with those fees and expenses that are regular and customary in the local legal community.

C. The aforementioned duty of Monroe County to pay for a defense in a criminal proceeding shall arise only upon the complete acquittal of the employee at trial or the dismissal of all criminal charges against the employee. Attorney’s fees, disbursements, and litigation expenses shall be submitted by the employee within sixty (60) days after acquittal or dismissal to the County Attorney in the manner and form required by the County, and shall be reviewed and approved by the employee prior to payment. Private counsel’s bill for services and expenses shall be detailed and include hours worked, a narrative description detailing the tasks performed for the hours worked, and receipts for any disbursements. All vouchers for the payment of private counsel’s fees and disbursements must be approved by the County Attorney and audited by the Controller of the County of Monroe; provided, however, that no extraordinary disbursements or fees shall be made by the private counsel without obtaining the prior written consent of the County Attorney. For the purpose of this section, an “extraordinary fee” shall include, but not be limited to fees and expenses related to any fees related to expert witnesses, including review of the criminal charges, investigation, preparation of a report, and testimony at trial.

Section 60.3: Defense and Indemnification in a Civil Action or Proceeding

A. Monroe County and the Union agree that in a civil action or proceeding, the defense and indemnification of Probation Officers or District Attorney Investigators shall follow the policies and procedures covered under Chapter 39, which is incorporated by reference as if fully rewritten herein.

B. In the event Chapter 39 is amended, such amendment will also be applicable to this Agreement.

**36. Article 58 – Create a new “Part-Time” Section**

- a. The terms and conditions set forth in the January 1, 2022 – December 31, 2024 collective bargaining agreement between the County of Monroe and the CSEA, Local 1000 AFSCME, AFL-CIO, Monroe County Part-Time Employee Unit, Local 828 shall be incorporated in its entirety with the following changes:
- b. Jury Duty / Court Attendance
  - i. Revise the existing language as follows:  
Add “(except for a County subpoena)” following the phrase: “An employee who received a subpoena”  
Add the following at the end of the existing language: “If an employee receives a County subpoena to appear in court or administrative proceeding as it relates to County business, shall immediately provide his/her supervisor with a copy of the subpoena, and the employee shall be allowed the necessary time off, with pay and benefits, to appear in the proceeding.”
- c. Bereavement Leave
  - i. Revise the existing language as follows:  
Replace “five (5) days” with “sixteen (16) hours”.  
Replace “three (3) days” with “ten (10) hours”.  
Include the following language before the final sentence of the existing language: “It is understood that there may be a service or burial held at a later date for family members covered in this article.”
- d. Military Leave
  - i. Add the following language to the end of the existing language:  
“, and, where applicable, Article 16 of this Agreement.”
- e. Grievance Procedure
  - i. Replace “his/her” with “the employee’s”.
- f. Postings / Job Opportunities
  - i. Replace “his/her” with “the employee’s”.
- g. Conferences
  - i. Incorporate housekeeping revisions.
- h. Stand-by and Call Back
  - i. Revise the first sentence of subsection (4) to read as follows:  
“The maximum hours cap for Part-Time employees may be increased over twenty-five (25) or thirty (30) hours per week, as applicable, as long as it does not violate any applicable laws, rules, or other collective bargaining agreements that Monroe County is a party to.”
- i. MCH – Holidays
  - i. Replace “Fourth of July” with “Independence Day”.
- j. Holidays
  - i. Add the following language:  
“All part-time employees with a defined schedule, and who have a regularly scheduled workday that falls on a County-observed holiday, shall receive his/her regular pay for such holiday. Part-time employees required to work on a County-observed holiday, shall receive pay at time and one-half his/her regular rate for all hours actually worked.”

