Contract Database Metadata Elements

Title: Onondaga, County of and Central and Northern New York Basic Building Trades Council (2009) (MOA)

Employer Name: Onondaga, County of

Union: Central and Northern New York Basic Building Trades Council

Local:

Effective Date: 01/01/09

Expiration Date: 12/31/12

PERB ID Number: 7060

Unit Size: N/A

Number of Pages: 18
AGREEMENT

BETWEEN

THE COUNTY OF ONONDAGA

AND

THE CENTRAL AND NORTHERN NEW YORK BASIC BUILDING TRADES COUNCIL

RECEIVED
NYS PUBLIC EMPLOYMENT RELATIONS BOARD
JAN 26 2010
ADMINISTRATION

1/1 12/31
2009 - 2012
The County of Onondaga hereby recognizes the Central and Northern New York Basic Building Trades Council as the collective bargaining representative for the respective memberships of union employees employed by the County as bricklayers, carpenters, carpenter crew leader, electricians, painters, painter crew leader, plumbers, steamfitters and tilesetters. This recognition shall extend from January 1, 2009 through December 31, 2012.

The Basic Building Trades Council affirms that it does not assert the right to strike nor to assist nor to participate in any strike or attempt to impose any obligation to conduct, assist or participate in any strike, slowdown or work stoppage.

It is the policy of the County and the Building Trades Council that the provisions of this agreement shall be applied to all employees without regard to race, color, religious creed, national origin, sex, age, disability or marital status.

Furthermore, as required by Section 204(a) of the Civil Service Law of the State of New York commonly referred to as the Taylor Law the following is included:

"It is agreed by and between the parties that any provisions of this agreement requiring legislative action to promote its implementation by amendment or law or by providing the additional funds, therefore, shall not become effective until the appropriate legislative body has given approval."

The Central and Northern New York Basic Building Trades Council agrees that the County has complete authority for the policies and administration of all County departments which it shall exercise under the provisions of law and in fulfilling its responsibilities under this agreement. Said authority shall include the establishment of work rules and regulations not inconsistent with the terms of this agreement. Any matter involving the County and not covered by this agreement is in the province of the County.

The County Legislature on its own behalf and on behalf of the County hereby retains and reserves unto itself all rights, power, authority, duty and responsibility confirmed on and vested in it by the laws and Constitution of the State of New York and/or the United States of America.

The exercise of any such right, power, authority, duty or responsibility by the County Legislature and the adoption of such rules, regulations, policies as it may deem necessary, and as they apply to employees represented by the Association, shall be limited only by the specific and express terms of this Agreement.

The County shall upon 30 days notice and receipt of a written and signed direction from each employee deduct from the wages due such employee the regular union dues and fees fixed by the Union and shall remit such amounts to the Union treasury on a regular monthly basis. Employees may revoke such payroll deduction authorization at any time upon written 30 day notice to the County Comptroller.
1. Except as expressly modified by this agreement employee fringe benefits, which are subject to collective negotiations, including retirement benefits, health and dental benefits, vacation, sick leave, personal leave, paid holidays and Workers Compensation benefits specified in the Onondaga County Employees Handbook (incorporated herein), and currently enjoyed by all other County employees, will be continued during the life of this agreement unless modified by mutual agreement between the parties.

A. All employees shall earn sick leave, vacation leave and personal leave credits in accordance with the following schedule.

<table>
<thead>
<tr>
<th>EMPLOYEE SCHEDULE</th>
<th>VACATION LEAVE</th>
<th>SICK LEAVE</th>
<th>PERSONAL LEAVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Per 2 week Period)</td>
<td>11 days</td>
<td>16 days</td>
<td>21 days</td>
</tr>
<tr>
<td>1st anniversary - 4th anniversary</td>
<td>3.39</td>
<td>88.00</td>
<td>4.93</td>
</tr>
<tr>
<td>5th anniversary - 14th anniversary</td>
<td>hours per pay period year</td>
<td>hours per pay period year</td>
<td>hours per pay period year</td>
</tr>
<tr>
<td>15th anniversary - thereafter</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Leave time may not be used in increments of less than 15 minutes (.25) .25 = 15 minutes .50 = 30 minutes .75 = 45 minutes

B. Sick Leave

Sick leave credits are earned at the rate of one-half (1/2) day per payroll period of service up to a maximum of ten (10) days per calendar year for those employees hired prior to February 3, 1992 and to a maximum of nine (9) days per calendar year for those employees hired on or after February 3, 1992.

Sick leave shall not be used until an employee has completed six (6) payroll periods of continuous service.

Sick leave credits shall not be earned unless the employee is on full pay status for at least fifty percent (50%) of the working days during the payroll period. Days during which the employee is using accumulated sick leave credits shall not be considered as days on full pay status for purposes of earning sick leave.

Sick leave credits, not to exceed a total of ten (10) days in any calendar year, may be used for verified serious illness in the employee's immediate family requiring care and attendance by the employee. Immediate family shall include spouse, parent, child, brother, sister, or any other relatives who are actual members of the employee's household.
A physician's statement verifying the employee's incapacity or inability to perform the job duties shall be required upon the request of the department head in case of unverified absence in excess of seven (7) days (or the equivalent in hours) in a calendar year except for employees who have one hundred and sixty-five (165) days of sick leave.

C. Holidays

The following days are observed as legal holidays by Onondaga County as days off with pay for employees on the permanent (101) payroll.

- New Year's Day
- Martin Luther King Day
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

D. Leave Transfer Program

Employees shall be permitted to participate in the Leave Transfer Program subject to the rules, regulations and standards promulgated by the Employer.

E. Vacation Leave Schedule

A vacation leave schedule shall be established annually by the Employer based upon employee seniority (defined as the length of continuous service with the Employer) provided that all factors are equal.

F. Extended Sick Leave

As of June 1, 1998 employees shall be limited to the then present amount of Extended Sick Leave for which they are eligible and shall not be eligible for any new or additional amounts. Employees hired on or after June 1, 1998 shall not be eligible for any extended sick leave.

G. Bereavement Leave

Regular full-time employees shall be granted leaves of absence with pay because of death in an employee’s immediate family for up to four (4) working days. Immediate family is limited to spouse, parent, child, brother, sister, a person occupying the position of parent or child, or close relative who is an actual member of the employee’s household.

Regular full-time employees shall be granted leaves of absence with pay of two (2) working days in the event of death of the employee’s grandparents, grandchildren or mother-in-law or father-in-law.
Leave with pay of one (1) working day may be granted to employees in the event of death of other near relatives such as the employee’s aunts, uncles, and first cousins.

2. **A. Hours of Work**

The basic work week for employees is a 40 hours work week from 8:00 a.m. to 4:30 p.m. each business day Monday through Friday. Where a deviation from the stated work hours or days is required schedules are determined at the discretion of the department head. The Employer shall give three (3) calendar days notice prior to planned changes in work schedules.

Daily time records showing actual hours worked by each employee shall be maintained. In the absence of mechanized time recording equipment, each department will use designated daily sign-in sheets.

**B. Lunch Period**

Employees shall be granted a one half (1/2) hour unpaid lunch period each full working day. The lunch period is to be taken according to a schedule determined by the department head.

Lunch hours should not be taken before 11:00 a.m. nor after 2:00 p.m.

3. **Health and Dental Benefits**

**A. Health Benefits**

The County agrees to provide health benefits coverage to all members of the bargaining unit who submit the requisite enrollment card under the Onondaga County Health and Wellness Program (hereinafter “OnPoint Program”).

Enrolled members shall contribute in the amount equal to fifteen (15) percent per month of the premium equivalent rates established for the prescription drug portion of the Program and ten (10) percent per month of the premium equivalent rate established for all other portions of the Program for individual coverage and fifteen (15) percent per month of the premium equivalent rate established for the prescription drug portion of the Program and ten (10) percent per month of the premium equivalent rate established for all other portions of the Program for family coverage. The Employer shall collect such contributions by payroll deductions.

The OnPoint Program shall establish eligibility for health benefit coverage on the first day of the fourth month following the date of active employment or application for enrollment. The OnPoint Program shall provide that health benefit coverage shall terminate at the end of the calendar month in which eligibility or employment terminates.
B. Dental Benefits

The Employer agrees to provide dental benefits coverage to all members of the bargaining unit, as set forth below, who submit the requisite enrollment card under the Onondaga County Dental Program (hereinafter the "Program") currently provided through Delta Dental.

Employees may enroll for individual coverage and shall contribute 35% of the premium or premium equivalent rate established by the Program for individual coverage.

Employees may enroll for family coverage (including eligible dependants as defined by the Program) and shall contribute 35% of the premium or premium equivalent rate established by the Program for family coverage.

C. Health Maintenance Organization

Employees shall be offered the option to participate in a qualified health maintenance organization (HMO). The County shall not be liable for costs of the HMO in excess of the premium equivalent rate of the Onondaga County Health Benefits Program and any and all excess premium shall be contributed by the individual participating employee.

D. Limitation

The County reserves the right to self-insure, alter benefit plans or change insurance carriers provided that any new plan or change shall be substantially the same as or improve the coverage and/or benefits as provided by the above stated plans.

No employee shall be eligible for health or dental benefits provided herein both as an employee or as a dependent or if enrolled as a dependent under any other health or dental program provided by or offered through the Employer.

4. Long Term Disability Benefits

A. The Employer agrees to provide coverage under a group long term disability program to regular full-time employees who submit the requisite enrollment card.

B. The Employer reserves the right to self-insure, alter benefit plans or change benefit carriers provided that any new plan or change shall be the same as or improve the coverage or benefits.

5. Wages

A. Effective upon adoption of this agreement by the Onondaga County Legislature and retroactive to the first full payroll period of 2009, the following 2009 Salary Schedule
A shall apply to all employees covered by this agreement who are on the payroll as of February 5, 2009.

<table>
<thead>
<tr>
<th></th>
<th>Effective first full payroll period after January 1, 2009</th>
<th>Effective first full payroll period after January 1, 2010</th>
<th>Effective first full payroll period after January 1, 2011</th>
<th>Effective first full payroll period after January 1, 2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carpenter</td>
<td>26.0224</td>
<td>26.8031</td>
<td>27.6742</td>
<td>28.6428</td>
</tr>
<tr>
<td>Carpenter C.L.</td>
<td>27.0652</td>
<td>27.8772</td>
<td>28.7832</td>
<td>29.7906</td>
</tr>
<tr>
<td>Electrician</td>
<td>28.2080</td>
<td>29.0542</td>
<td>29.9985</td>
<td>31.0484</td>
</tr>
<tr>
<td>Painter</td>
<td>23.9034</td>
<td>24.6205</td>
<td>25.4207</td>
<td>26.3104</td>
</tr>
<tr>
<td>Painter C.L.</td>
<td>24.9353</td>
<td>25.6834</td>
<td>26.5181</td>
<td>27.4462</td>
</tr>
<tr>
<td>Plumber</td>
<td>29.1951</td>
<td>30.0710</td>
<td>31.0483</td>
<td>32.1350</td>
</tr>
<tr>
<td>Steamfitter</td>
<td>29.1951</td>
<td>30.0710</td>
<td>31.0483</td>
<td>32.1350</td>
</tr>
<tr>
<td>Tilesetter</td>
<td>24.7577</td>
<td>25.5004</td>
<td>26.3292</td>
<td>27.2507</td>
</tr>
</tbody>
</table>

B. The County agrees to pay longevity premiums to those eligible employees hired on or before February 15, 1973 who have completed 10, 15, 20 or 25 years of service with the County a premium of $125.00 at the conclusion of each such fifth year of service.

C. **Call-In Pay**

Any employee covered by this agreement who, having completed his/her regular work shift, is called back to work for emergency duty pursuant to orders issued by the Department Head or authorized designee shall be paid at least a minimum of four (4) hours of pay at the employee’s regular rate of compensation. Employees may opt for four (4) hours straight compensatory time in lieu of cash payment. The Employer maintains the right to assign or retain any employee for the duration of the assignment. In instances where emergency duty under this section occurs contiguously to the employee’s regular work shift, the provisions of this section shall not apply. The provisions of this section shall not be compounded or pyramided with any other forms of premium compensation set forth in this agreement.
D. Overtime Compensation

The following paid accruals shall be considered as time worked for the purpose of computing overtime when such time has been approved and scheduled with twenty-four (24) or more hours notice to the Employer: holidays, vacation, personal days compensatory time and sick leave days. The above accruals shall be counted separately and not be compounded as hours worked. The holiday accrual whether worked or not shall be counted only once. Unpaid absences shall not be considered as time worked.

6. On-Call Duty

All employees covered by this agreement shall be required to perform on-call duty when designated by the Employer during non-working hours. Such on-call duty is intended to assure that employees are available to report for work and to provide service in the event of emergency work or repairs which the Employer requires to be performed during non-working hours. The following procedures shall apply:

A. The Employer shall designate the trades required to participate in on-call duty. These may be modified by the Employer as it may deem necessary.

B. The on-call tour length shall be seven (7) days, commencing on Friday at 4:30 p.m. through the following Friday at 8:30 a.m. Employees are permitted to switch on-call schedules, in whole or in part, but the total comp hours requested by a trade group for the seven (7) day period cannot exceed the six (6) hours specified in the agreement.

C. The on-call tour compensation shall be straight compensatory time in the amount of six (6) hours for each tour assigned. Employees shall be required to use the compensatory time within 30 calendar days from the end of the on-call tour for which it was earned. In the event that the Employer does not approve the request of the employee to use the compensatory time within the 30 day period, an additional 30 day period shall be allowed in order to use the compensatory time. Requests to use the compensatory time must be submitted to the Employer at least three (3) calendar days prior to the date it is requested to be used.

D. Assignment of tours shall be made by the Employer on a rotation basis among the employees designated to participate within each trade. Employees designated to participate shall be provided with an electronic message pager for use during the tour assigned. Employees cannot earn comp time for carrying the pager when they are out on leave, i.e. sick, vacation, personal and compensatory, bereavement, leave without pay, etc. for the scheduled workday. When an employee, who is scheduled as on-call for the pager, calls in to report an absence due to illness, or emergency leave, i.e. bereavement, he must indicate that he was on-call. Employees who need to switch all or a portion of the on-call pager time for non-emergency reasons, i.e. other than illness or bereavement, are responsible for finding a qualified
replacement. The name of the replacement must be submitted, in writing, to the appropriate supervisor, department head or his designee, with the request to use leave time form.

E. Employees shall be required to report for duty in response to the "page." Compensation for time worked shall be as provided in call-in pay section of this agreement. Inability or unavailability to respond to on-call pager duty, for any reason, must be reported to the supervisor, department head or his designee immediately. Employees while carrying the pager, or any electronic device provided by the Employer, must be able to respond to the call and report to the job site within sixty (60) minutes of the initial call.

7. Discipline and Discharge Procedure

The following procedure shall be utilized for disciplinary and discharge matters for employees covered by this agreement who have been continuously employed for five (5) years.

It is the intent of this section to provide for a swift and judicious procedure for handling discipline and discharge matters. Disciplinary action shall include, but is not limited to oral and written reprimands, suspension, demotion, discharge, fines or any combination thereof or other such penalties as may be deemed appropriate by the employer.

Employees will be presumed innocent until proven guilty and the burden of proof shall be the employer's. Employees shall be given the opportunity to resolve the proposed discipline by settlement, to be represented by a Central and Northern New York Building Trades Council Business Agent and to waive their rights to the procedure as outlined herein. Any settlement agreed upon between the parties shall be reduced to writing with the exception of oral reprimands, and shall be final and binding upon all parties subject to the approval of the Division of Employee Relations with a copy of the same to the President of the Central and Northern New York Building Trades Council.

Disciplinary action against an employee except oral reprimands may be appealed by filing a written grievance through the Council within five (5) work days after the receipt of notification by the employee if he/she disagrees with the disciplinary action taken. Said grievance shall be processed by the Council as a Step 3 grievance and, if necessary, through the arbitration step. Failure to file a grievance within the time frame hereinabove specified, will constitute acceptance of the penalty as proposed by the employer, by the employee and settle the matter in its entirety.

Subject to a mutual written agreement between the Central and Northern New York Building Trades Council and the Division of Employee Relations, the time limits hereinabove specified may be waived.

The Disciplinary Arbitrator shall not have jurisdiction or authority to add to, modify, detract from or alter in any way the provisions of this agreement, or any amendments or
supplement thereto or to add new provisions to this agreement or any amendment or supplement thereto. Rather, the Disciplinary Arbitrator shall be limited to determining guilt or innocence and the appropriateness of the proposed penalty.

If, in any case where an employee has been suspended or discharged pending the outcome of an arbitration proceeding, an Arbitrator finds such suspension or discharge was unwarranted or that the penalty was too severe, then the employee shall be reinstated and compensated for all lost time, and all other rights and conditions of employment as may be determined by the Arbitrator, less the amount of compensation which he/she may have received in other employment or in the form of any type of State or Federal benefits since his/her suspension or discharge from the public service.

The decision of the Arbitrator shall be final and binding upon all parties.

8. Layoff Procedure

A. For purposes of this Article, layoff shall be defined as the abolition or reduction of positions resulting in the final and permanent separation of employees from service with the Employer.

B. For purposes of this Article, seniority shall be defined as the date that an employee was first appointed to a regular line item position, on the regular payroll (101) and followed by a continuous full-time service thereafter with the County in a title recognized by this agreement.

Continuous service shall be broken by any one of the following actions:

a. resignation or quitting not followed by reinstatement;
b. termination or suspension not followed by reinstatement;
c. discharge or retirement;
d. failure to return to work within 10 working days following a leave of absence with or without pay;
e. failure to return to work following notice of recall from layoff within 10 working days;
f. failure to be recalled from a layoff list within two (2) years from the date of layoff.

C. Upon a layoff within this bargaining unit, the employee holding the same class title in a temporary or probationary status shall be first laid off, in that order before any permanent employees within the class title are removed.

Thereafter, permanent employees holding the same class title shall be laid off in the inverse order of their standing on the seniority list, that is - last in, first out.

D. The laid off employee shall be on a recall list for a period not to exceed two (2) years from the date of layoff.
If, during the existence of a valid recall list, a vacancy which is to be filled occurs in a bargaining unit title then the laid off or displaced employee in the same title with the most seniority will be recalled if he/she has the ability to do the work without further training and if not, the next senior employee who has the ability to do the work without further training will be recalled and so on until the recall list is exhausted.

Notification of recall shall be sent to the employee by certified or registered mail to the employee's last address on file with the Department of Personnel. Failure of the employee to notify the County in writing delivered to the Department of Personnel, following notice of recall from layoff within twelve (12) working days from the date of notice shall be considered a refusal and the employee shall be processed as a quit and forfeit any and all recall rights.

Recall rights for employees on layoff will expire two (2) years from the date the employee was last laid off.

Temporary or probationary employees who have been laid off have no recall privileges.

9. Grievance and Arbitration Procedure

I. General

A. It is the intent of this procedure to promote and provide for a mutually satisfactory procedure for the peaceful settlement of grievances arising out of the interpretation or application of the terms of this agreement.

B. Every employee shall have the right to present his/her grievance to the County free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented by a Central and Northern New York Basic Building Trades Council Business Agent, provided however, that an employee may not be represented by any person(s) representing any other labor organizations.

C. Probationary Employees - It is agreed by and between the parties that an employee covered by this agreement working in a probationary status may be discharged at the sole discretion of the County and shall not have the right to relief pursuant to the grievance procedure as contained herein.

D. The time limits set forth in this procedure are of the essence. They may, however, be extended by mutual written agreement of the parties.

The failure of the grievant to proceed with the time limits set forth shall terminate the grievance at that step. The failure of the County to answer within the time limit set forth will advance the grievance to the immediate
next step of the grievance procedure, upon written notice to the employer representative at the next step of the grievance procedure.

II. As used herein, the following terms shall be defined as follows:

A. County shall mean the County of Onondaga.

B. Employee shall mean any person employed by the County of Onondaga and described in the bargaining unit.

C. Immediate Supervisor shall be that person of the next higher level of authority, regardless of title, who normally assigns, supervises, evaluates and approves the employee's work. The County may designate the Immediate Supervisor in a particular department if so desires.

D. Department Head means the person so designated pursuant to Charter, Local Law, Administrative Rule and/or Code or by resolution of the County Legislature as the head of a department.

E. Authorized designee means the person so designated by the department head within his/her department, institution, division, bureau and/or other administrative units for the purpose of handling grievances.

F. Work day means all days other than Saturday, Sunday, or Legal Holidays as celebrated by the County. Saturdays, Sundays and Legal Holidays shall be excluded in computing the number of legal days in which action must be taken in any step of the grievance procedure.

G. Grievance means a claimed violation, misinterpretation or an inequitable application of a specific and express term of this agreement.

H. Central and Northern New York Building Trades Council Business Agent means a person designated by the Central and Northern New York Building Trades Council President.

Step 1:

A. Any grievance under this agreement between an employee or a group of employees and the County shall be initiated in the first instance by the employee involved and his Business Agent, if any, with the local or immediate supervisor.

A grievance submitted in writing shall be answered in writing within five (5) work days from the time the grievance was received by the supervisor.
B. A grievance shall not be initiated later than ten (10) work days after the grievant becomes aware of the event constituting the alleged grievance. Such limitations can be raised at any step throughout the grievance procedure.

Step 2:

A. In the event that the grievance is not adjusted under Step 1, the aggrieved employee may request in writing within five (5) working days from the date of the answer in Step 1 for a review of the alleged grievance with the department head or his authorized designee.

B. The department head or his authorized designee shall, within five (5) working days following said request, schedule a review of the matter at which time the aggrieved may appear and present oral and written statements and thereafter the department head shall answer in writing within ten (10) working days from the date of the hearings.

Step 3:

In the event that the grievance is not adjusted under Step 2, the aggrieved employee shall notify the County through the Division of Employee Relations within ten (10) working days from the date of the Step 2 answer. Thereafter, the Director of Employee Relations shall schedule a meeting with the aggrieved employee, his representative and the Business Agent, if any, within ten (10) working days after the notification from Step 2. Within ten (10) working days after the conclusion of the Step 3 meeting, the Director of Employee Relations shall render his decision in writing to resolve this matter.

Step 4:

A. In the event that the grievance is not adjusted at the conclusion of Step 3, the grievant through the Central and Northern New York Building Trades Council may request in writing the appointment of an Arbitrator from the American Arbitration Association, Public Employment Relations Board and/or Federal Mediation Conciliatory Services within ten (10) working days after receipt of the decision rendered at the conclusion of Step 3.

B. It is understood by the parties that the cost of such arbitration shall be borne equally by the parties.

C. The Arbitrator shall not have jurisdiction or authority to add to, modify, detract from, or alter in any way the provisions of the agreement or any amendment or supplement thereto, or to add new provisions of this agreement or any amendment or supplement thereto.
D. If the grievance concerns matters not covered by this agreement or the procedures contained herein have not been adhered to, said grievance shall be returned to the parties without decision.

E. The findings, conclusions and recommendations of the Arbitrator for resolution of the grievance shall be binding on all parties to the proceeding. Awards may not be retroactive beyond 30 calendar days prior to the initiation of the alleged grievance with the County.

F. The Arbitrator's decision shall be rendered within fifteen (15) days from the hearing or within the fifteen (15) days from the conclusion of the hearing, whichever is later.

10. Attendance Premium

A. As an incentive for employees of this unit to further improve attendance, to further reduce absentee rates and to continue to foster high standards of productivity and accountability among said employees, the County agrees to grant to all regularly scheduled full-time employees covered by this agreement an Attendance Premium according to the following schedule:

- 0 hours sick leave used in one year: $210
- More than 0 through 8 hours sick leave used in one year: $171
- More than 8 through 16 hours sick leave used in one year: $136

B. Computation of eligibility and payment of said bonus shall occur as soon as practical in the fiscal year subsequent to the fiscal year in which said bonus is earned.

C. Employees must be hired and on the payroll in the fiscal year prior to the fiscal year for which the Premium is to be earned.

D. Any employee who fails to maintain active payroll status during the course of any fiscal year in which he/she is eligible for the Attendance Premium shall be deemed ineligible for said Premium for that year. Sick leave used in lieu of Workers' Compensation benefits shall not be considered in determining eligibility for the Attendance Premium.

11. Tardiness/Attendance Rule

Tardiness will not be tolerated and will result in loss of pay as determined by the following schedule:

<table>
<thead>
<tr>
<th>Tardy:</th>
<th>Loss of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 minutes through 7* minutes accumulated/payroll period =</td>
<td>0 minutes</td>
</tr>
<tr>
<td>8 minutes through 22* minutes accumulated/payroll period =</td>
<td>15 minutes</td>
</tr>
</tbody>
</table>
23 minutes through 37* minutes accumulated/payroll period = 30 minutes
38 minutes through 52* minutes accumulated/payroll period = 45 minutes
53 minutes through 60* minutes accumulated/payroll period = 60 minutes

The foregoing schedule shall also apply for purposes of pay deduction in instances of stopping work or leaving work area prior to the end of a work shift without authorization.

In addition to the loss of pay, employee tardiness and attendance will be subject to review for disciplinary action up to and including discharge. *Cumulative per/day/ payroll period.

12. Temporary Employees

In the event that the Employer hires employees on a temporary, part-time or seasonal basis and for a duration of 6 months or less, the Employer and respective local union shall execute a Participation Agreement (attached hereto as Appendix B). Such employees shall not be eligible for any fringe benefits set forth in this Agreement. The wage rates paid shall be the wage rates established by the local union and the Construction Employers Association of CNY, Inc. (i.e., the “outside” rate). These rates and any changes therein shall be provided to the Employer by the local union.

13. This memorandum and its component provisions are subordinate to any present or future Federal or New York laws and regulations. If any Federal or New York law or regulation, or the final decisions of any Federal or New York Court or administrative agency, affects any provisions of the agreement, each such provision will be deemed amended to the extent necessary to comply with such law, regulation or decision, but otherwise this agreement will not be affected.

14. Job Vacancies

In the event that the Employer decides to fill a vacant position in a title covered by this agreement, the Employer will notify the respective trade union of its intention to fill such vacancy. The Employer will provide such notice in advance of any action to consider candidates from other sources.

Upon such notification, the trade union so notified shall submit the names of up to three qualified skilled trades candidates to the Employer for consideration. Candidates so referred shall promptly make themselves available to be interviewed.

This section shall not limit the right of the Employer to consider candidates not referred by the trade union or to pursue other referral sources as a means of locating candidates for employment where the skilled trade union fails to submit names within a reasonable time following such notice or where the candidates referred by the skilled trade union are rejected by the Employer following their interviews. Furthermore, the Employer retains the right and authority to make the final determination in the selection and appointment of
any candidate for employment in skilled trades positions whether referred or not referred under this section.

15. The terms of the memorandum shall be effective with the adoption of this agreement by the Onondaga County Legislature except as modified herein, and shall continue in full force and effect until December 31, 2012.

FOR THE CENTRAL AND NORTHERN NEW YORK BASIC BUILDING TRADES COUNCIL

FOR THE COUNTY OF ONONDAGA

Dated this 7th day of August, 2009 at Syracuse, New York

APPROVED AS TO FORM:

COUNTY ATTORNEY
APPENDIX B

PARTICIPATION AGREEMENT

between the

County of Onondaga

and

(Union Name)

The County of Onondaga hereby agrees to contribute to the (Union Name) Benefit Funds the following amounts for the period (date) through (date):

Health & Welfare ...................... $ amount per hour
Pension ................................. $ amount per hour
Annuity ................................. $ amount per hour

These hourly rates shall be paid on a monthly basis on behalf of all members of (Union Name) who are hired on a temporary, part time or seasonal basis by the County of Onondaga during the aforementioned period.

It is agreed that the wage rate shall be $ ________________ per hour for the aforementioned period.

For the Union

[Signature]
Union Representative
Union Name

For the Employer

[Signature]
Department Head

[Signature]
Director of Employee Relations
APPENDIX C

MEMORANDUM OF UNDERSTANDING

BETWEEN

CENTRAL AND NORTHERN NEW YORK BASIC
BUILDING TRADES COUNCIL

AND

ONONDAGA COUNTY

The Employer and Union recognize that the present deterioration of economic conditions including but not limited to federal and state funding streams, local tax and other revenue sources and unemployment levels pose serious challenges for Onondaga County government going forward in 2009. The Employer and Union acknowledge the potential necessity to participate in addressing these challenges along with other employee organizations and management through adjustments in costs and expenses of labor and employment in 2009 and over the term of this agreement as part of a comprehensive initiative to maintain the Employer’s structural fiscal integrity.

Signed by Employer and Union

COUNTY OF ONONDAGA

By

Title

Date

CENTRAL AND NORTHERN NEW YORK BASIC BUILDING TRADES COUNCIL

By

Title

Date