

SETTLEMENT AGREEMENT

This Agreement made on this 10th day of March 2021, by and between the **COUNTY OF ONONDAGA**, (hereinafter "Employer") and **CSEA LOCAL 834** (hereinafter "Union").

WHEREAS, the Union has filed grievance #L834-001 on June 7, 2019 for a claimed violation of Article 12 of the Collective Bargaining Agreement; and

WHEREAS, the Union agreed to hold resolution of said grievance in abeyance while the Onondaga County Finance Department conducted a thorough compensation time balance and policies review; and

WHEREAS, the County and Union have agreed to settle grievance #L834-001 in conjunction with a Tentative Agreement for a successor agreement to the expired 2016-2019 Collective Bargaining Agreement.

NOW, IT IS MUTUALLY AGREED AS FOLLOWS:

1. That the County affirms and shall abide by the plain language of Article 12 of the Collective Bargaining Agreement which provides, in relevant part, that overtime compensation shall be made in cash; and employees may request in writing to receive compensatory time (hereinafter "CT") in lieu of cash subject to authorization by the department head or designee. Absent such request and authorization, overtime compensation shall be provided as cash.
2. County departments shall develop, subject to approval by the Chief Fiscal Officer and Commissioner of Personnel, methods and procedures for managing overtime and the provisions affirmed in #1 above.
3. The County shall "cash out" CT balances standing to employees' credit on December 31, 2020, *at the current rate of pay*, for all employees covered by the current collective bargaining agreement (January 1, 2020 – December 31, 2022) to levels provided for in **Article 12 – Overtime Compensation Premium, Paragraph F, Subparagraph 4** (i.e. 35 hours for a 70 hour title or 40 hours for an 80 hour title). Covered employees with a CT balance on December 31, 2020 at or below the levels provided for in Article 12.F.4 shall receive no "cash out" payment.
4. "Cash out" payments shall be made via the Onondaga County payroll system on or before April 30, 2021.
5. All remaining CT balances, after payments are made in accordance with #'s 3 and 4 above, shall be managed in according to the provisions of Article 12.F.
6. The Union shall be responsible for distributing this agreement to its members and informing them as to the provisions herein.
7. This agreement satisfactorily resolves grievance #L834-001.

