

4/16/2015

AGREEMENT

By and between the

COUNTY OF ULSTER

And the

**CIVIL SERVICE EMPLOYEES ASSOCIATION,
INC.**

LOCAL 1000, AFSCME, AFL-CIO

For the

ULSTER COUNTY UNIT 8950

ULSTER COUNTY LOCAL 856

JANUARY 1, 2015 – DECEMBER 31, 2016

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ARTICLE 1

PREAMBLE

The County of Ulster, hereinafter referred to as the "County" and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, hereinafter referred to as the "Union", declare it to be their mutual policy that in order to promote harmonious labor relations between the County and its employees, the principle of collective bargaining is to be employed pursuant to the New York State Public Employees' Fair Employment Act and that no article or section in this contract is to be in any violation of the New York State Civil Service Law.

We hereby enter into such a collective bargaining agreement as to the terms, condition of employment and the working condition for the life of this contract, and unless provided otherwise herein all benefits will become effective January 1, 2015 and will cease December 31, 2016.

ARTICLE 2

RECOGNITION

SECTION 1: REPRESENTATION

The County of Ulster agrees that the Union shall be the sole and exclusive representative for all employees described in Section 2 for the purpose of collective bargaining and grievances. The period of unchallenged representation status for this Union shall be for the term of this agreement.

SECTION 2: BARGAINING UNIT

The collective bargaining unit shall consist of all County employees, excluding employees who are elected or appointed officials, all department heads, Sheriff's Department employees (with the exception of Security Guard titles) and other groups of employees so designated to be excluded from this Unit by PERB. County employees who normally work less than half-time shall be included under this agreement as outlined in Appendix D.

SECTION 3: NO STRIKE AFFIRMATION

The Union affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike.

ARTICLE 3

DUES DEDUCTION and AGENCY SHOP FEE

SECTION 1: DUES DEDUCTION

The County shall deduct from the wages of employees and remit to the CSEA, Inc., 143 Washington Avenue, Albany, New York 12210, regular membership dues and other authorized deductions for those employees who sign such authorization permitting such payroll deductions.

SECTION 2: AGENCY SHOP FEE

Agency Fee shall conform to Chapters 677 and 678 of the Laws of 1977 of the State of New York.

Pursuant to the provisions of paragraph (b) Subdivision 3 of Section 208 of the Civil Service Law, the County shall deduct from the wage or salary of the employees of the Bargaining Unit, who are not members of CSEA, the amount equivalent to the dues levied by CSEA and shall transmit the sum so deducted to CSEA.

Pursuant to the provisions of paragraph (b) of Subdivision 3 of Section 208, CSEA shall establish and maintain a procedure providing for the refund of any employee demanding the return of any part of an agency shop fee deduction which represents the employee's pro rata share of expenditures by the organization in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

ARTICLE 4

RIGHTS OF THE UNION

The Union shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the heretofore defined negotiating unit in any and all proceedings under the Public Employees' Fair Employment Act; under any other applicable law, rule, regulation or statute, under the terms and conditions of this agreement; to designate its own representatives and to appear before any appropriate official of the County to effect such representation; to direct, manage and govern its own affairs; to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the County or any of its agents.

The Union shall have the sole and exclusive right to pursue any matter or issue including but not limited to the grievance and appeal procedure in this agreement and to pursue any matter or issue to any court of competent jurisdiction, whichever is appropriate.

ARTICLE 5

RIGHTS OF THE COUNTY

SECTION 1: MANAGEMENT RIGHTS

Except as otherwise specifically provided in this agreement, the County shall have the customary and usual rights, powers and functions to direct the employees, to hire, promote, suspend and to take disciplinary action and to otherwise take whatever actions are necessary to carry out the mission of the County pursuant to the existing practices unless altered by this agreement.

SECTION 2: DUTY TO BARGAIN

Under the terms of this agreement and pursuant to the Public Employees' Fair Employment Act, the County shall negotiate collectively and in good faith with the Union in the determination of salaries and the terms and conditions of employment and to enter into a written agreement with the Union.

ARTICLE 6

RIGHTS OF THE EMPLOYEES

SECTION 1:

Any employee covered by the provisions of this agreement shall be free to join or refrain from joining the Union without fear of coercion, reprisal or penalty from the Union or the County.

SECTION 2:

Employees may join and take an active role in the lawful activities of the Union without fear of any kind of reprisals from the County or its agents.

SECTION 3:

Any employee may bring matters of personal concern to the attention of the appropriate employer's representative and officials in accordance with applicable laws and rules, and may choose a representative or appear alone in grievance or appeal proceedings with the exception that the Union must be permitted entrance to all such proceedings and must be informed immediately of any decisions surrounding the case.

ARTICLE 7

WAGES

The parties agree on an incremental salary schedule plan (see attachment) for 2015-2016.

Certain new limitations or revisions and/or modifications of present methods of salary schedule administration are described here and are made part of this agreement:

SECTION 1: SALARY INCREASES

- A. Effective January 1, 2015, the salary schedule in effect on December 31, 2014, Step1 through Step 6, shall be increased by 2.0%
- B. Effective January 1, 2016, the salary schedule in effect on December 31, 2015, Step 1 through Step 6, shall be increased by 2.0%.

SECTION 2: LONGEVITY

- A. Longevity steps 8 – 28 shall not be increased by the Cost of Living increase and shall be as follows:

- Longevity step 8.....\$1,000.00
- Longevity step 12...\$1,800.00
- Longevity step 16...\$2,550.00
- Longevity step 20...\$3,700.00
- Longevity step 24...\$4,550.00
- Longevity step 28...\$5,400.00

- B. Employees who normally work at least one half of the normal work week shall receive a prorated payment based on the ratio their work week bears to such normal work week.

SECTION 3: SHIFT DIFFERENTIALS

The 10% shift differential shall be extended to all County employees, whose normal daily schedule of work hours consist of at least 50 percent of those hours between the hours of 12:00 am – 8:00 am or 4:00 pm – 12:00 am.

Shift differential shall not apply to those employees who are on a Voluntary Alternative Work Schedule or Voluntary Flex Schedule (DPW workers, working a voluntary alternative work week during the Snow and Ice season shall be eligible for shift differential, provided they meet the above criteria). (See Appendix E Guidelines for Shift Differential dated 6/26/2008)

SECTION 4: STIPENDS

The following titles in the Department of Social Services shall be entitled to an annual stipend of \$500.00:

Social Welfare Examiner (Temporary Assistance/HEAP)
Child Protective Services Caseworker
Adult Protective Services Caseworker

SECTION 5: ON CALL

The County and CSEA agree to establish a committee to review departmental on call procedures for the purpose of establishing uniformity within departments.

ARTICLE 8

OVERTIME POLICY

SECTION 1: DEPARTMENT OF PUBLIC WORKS

All Department of Public Works employees shall be paid time and one half for all hours worked beyond 40 hours per week or eight hours per day.

SECTION 2: 35 HOUR A WEEK EMPLOYEES

For all employees other than Department of Public Works employees, the compensatory time policy shall be in effect for hours worked in excess of the normal work week (35 hours) up to 40 hours, time and one half shall be paid for hours worked in excess of 40 hours. All overtime including DPW is subject to the approval of the County Executive or in an emergency, overtime must be substantiated by the Department Head. When computing overtime, holidays, sick leave and all other approved time off shall be considered as hours worked during the 40 hour work week.

SECTION 3: CALL IN PAY

Any full time employee, who is called in and reports for work before or after the employee's regular day of work, shall be guaranteed a minimum of two hours pay at the applicable rate which shall be straight time for all hours up to 40 hours. This guarantee shall not apply to work which runs into or immediately follows the normal day or shift. All hours in excess of 40 hours, or on a Saturday, Sunday, or Holiday, shall be paid at the overtime rate of time and one-half.

SECTION 4: CALL IN PAY (BUILDINGS & GROUNDS)

If an employee is called into work prior to the start of his/her normal work day for snow removal or a special project, more than one hour prior to the start of his/her regularly scheduled work day, the employee shall be compensated by overtime. If the employee is called in an hour or less prior to the start of his/her regularly scheduled work day, the employee shall be compensated as per the compensatory time policy.

If an employee is required to stay after his/her normal work day for snow removal or a special project and it is a continuation of his/her regular work day, the employee shall be compensated as per the compensatory policy. If the employee is called into work after his/her regularly scheduled work day has ended for snow removal or a special project, the employee shall be compensated by overtime.

ARTICLE 9

MILEAGE REIMBURSEMENT, UNIFORM & MEAL ALLOWANCES

SECTION 1: MILEAGE REIMBURSEMENT

The County agrees that employees will be reimbursed at Internal Revenue Service rates for mileage when driving their own vehicles on County business. The County's Mileage Reimbursement Policy is attached as Appendix B.

SECTION 2: UNIFORM ALLOWANCE

- A. The County agrees to provide coveralls (pants and shirts) to maintenance employees of the Department of Public Works, and the Ulster County Community College at no cost. The Department Head shall determine the number of uniforms. Employees who are provided uniforms shall be required to wear such uniforms and to properly maintain them.
- B. The annual allowance for health personnel covered hereunder who are legally required to wear uniforms on the job shall be \$250.00.
- C. All security personnel required to wear a uniform shall receive \$450.00 annually in two equal payments in January and July of each year.
- D. OSHA Safety Shoes must be worn by designated employees. The County will provide an annual safety shoe allowance of \$125.00. This is for maintenance/highway titles and automotive mechanics (excluding cleaning personnel) in the Department of Public Works, Ulster County Area Transit, Purchasing Department, and Ulster County Community College. The safety shoe must meet OSHA requirements; the Safety Officer will provide a brand name and style number list, of acceptable safety shoes and outlets where obtainable.

- E. The County will provide to Bus Drivers at no cost to the employee, nylon shells, hats plus one pair of rain pants.
- F. The County will provide safety goggles at no cost to the employee for any Department of Public Works employee who must engage in work activities which present a potential hazard to his/her eyes.

SECTION 3: MEAL ALLOWANCE

Except as provided in Section 4, and where authorized by the Department Head, the maximum reimbursable daily meal allowance for employees traveling on approved County business shall be as follows: (Meal allowances will not be paid if meals are included in the training, conference etc.)

Breakfast - - - - - \$7.00

(On County business or in travel status 2 hours prior to the start of the normal workday)

Lunch - - - - - \$13.00

(On County business or in travel status between 11:00 am – 2:00 pm)

Dinner - - - - - \$20.00

(On County business or in travel status 2 hours after the end of the normal workday)

If traveling out of Ulster County for an overnight conference a \$40.00 meal allowance, per diem without receipts, will be provided subject to departure and arrival times. (See Appendix F Meal Allowance Memo dated 12/20/2010)

SECTION 4: MEAL ALLOWANCE (DEPARTMENT OF PUBLIC WORKS)

Employees in the Department of Public Works who work four hours beyond their regular work shift shall receive a meal allowance of \$8.00 and shall receive an additional allowance of \$8.00 for each additional four hours of work.

The employee(s) shall receive the meal allowance through the use of a voucher supplied by the employer to such employees, payable two weeks after submission of each voucher.

ARTICLE 10

WORK DAY - WORK WEEK

SECTION 1: WORK WEEK

The basic work week for County employees, other than those on a part-time basis and those whose hours are set by law, is 40 hours. The basic work week for office personnel is 35 hours per week.

SECTION 2: OFFICE HOURS

Offices shall be open for the transaction of business 9:00 am to 5:00 pm, Monday through Friday, 12 months per year, excluding legal holidays.

SECTION 3: WORKING HOURS

The working days and hours of an employee may be established by the Department Head in departments where it is necessary to conduct certain functions or operations on a 24 hour basis or times other than 9:00 am to 5:00 pm.

When an employee is required to work on a Saturday or Sunday, overtime rules shall apply. However, an employee whose normal work week includes Saturday and/or Sunday shall be granted two consecutive days off each week.

SECTION 4: ALTERNATE WEEKENDS

The County shall provide alternate weekends off for regular full-time employees of E-911.

SECTION 5: BREAKS

The employer shall provide two (2) 15 minute breaks for all employees.

SECTION 6: RECORD OF ATTENDANCE

Daily time records showing actual time worked as well as all leave and vacation time earned and used by each employee will be maintained in each department. The County may require employees to punch a time clock or other mechanical/electronic recording device.

SECTION 7: EMERGENCY CLOSINGS

When County Departments are closed and/or employees are directed to leave work as a result of a State of Emergency declared by the County Executive, or as a result of an unsafe condition as determined by the County Executive, employees shall be released from work without charge to accruals. Employees who can or must report for work (including essential service employees), shall receive equivalent compensatory time off computed at the straight time rate for such time worked. The maximum amount of compensatory time earned in any 24 consecutive hour period shall be 7 hours for a 35 hour employee and 8 hours for a 40 hour employee. Employees who are directed or required to remain when County offices are declared closed, shall also be eligible for equivalent compensatory time. Employees, who have notified the County of an absence chargeable to their leave accruals before the emergency has been declared, shall not be allowed to change such leave request and thereby achieve a windfall benefit. The County Executive may terminate the emergency declaration at any time, when in his or her sole judgment the conditions have improved to warrant such determination. Coincident therewith, the excused absence and pay procedures in effect during the declared emergency closing shall cease to be in effect.

SECTION 8: TRAINING

All full-time and part-time employees required by the County, or where required by law, to attend in-service training programs or workshops during working hours shall be granted approved leave with pay.

ARTICLE 11

HOLIDAYS

SECTION 1: HOLIDAYS

Legal Holidays with pay shall include: New Year's Day, Martin Luther King Jr's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. Lincoln's Birthday, Good Friday and Election Day shall be considered Floating Holidays pursuant to Section 2.

When such a holiday falls on a Saturday, employees shall be granted the Friday preceding the holiday and when a holiday falls on a Sunday, the following Monday shall be given off as the paid holiday. If a County department cannot legally close on such a Friday or Monday, employees will be given commensurate time off and be paid at the rate of time and one-half for all hours worked.

This substitution will not apply to Fire Control/911 employees whose regular work week includes the Saturday or Sunday on which the holiday actually occurs. Those employees' holidays will be the actual holiday. If a holiday falls on a day when classes are in session at the Community College, the College's Labor/Management Committee will determine when the Community College employees will observe that holiday; if no agreement to the alternate day, the agreement will prevail.

SECTION 2: FLOATING HOLIDAYS

Lincoln's Birthday, Good Friday, and Election Day shall be considered floating holidays with minimum staffing of 50% in each County department. Employees who work on Lincoln's Birthday, Good Friday, or Election Day shall receive an "in lieu of day" which shall be taken before the succeeding Lincoln's Birthday, Good Friday or Election Day. Employees in Fire Control/911 shall work a normal staffing schedule on floating holidays. (See Appendix G Floating Holiday Clarification dated 11/6/2014)

SECTION 3: HOLIDAY PAY

When a full-time employee is required to work on a holiday, such employee shall be compensated at the overtime rate for all hours worked and in addition, such employee shall be given commensurate time off. In lieu of commensurate time off, the employee can be paid out upon the employee's request. Department of Public Works employees who are required to work on a holiday shall be paid eight hours of holiday pay plus one and one half times the regular rate of pay for hours actually worked.

Part-time employees (20 or more hours per week on a regular basis) of Fire Control/911 who work on a holiday, shall receive time and one half for hours so worked.

SECTION 4: ADDITIONAL HOLIDAYS

None of these regulations shall be construed as preventing the County Legislature from granting employees such additional days off with pay as it may duly authorize by resolution.

ARTICLE 12

VACATION, SICK, PERSONAL & BEREAVEMENT LEAVES

SECTION 1: VACATION

An annual vacation is considered the right of each employee. The vacation accrual schedule is attached as Schedule "C".

If a holiday falls within the vacation period of an employee, the employee's vacation time shall be credited the holiday that falls within such period.

SECTION 2: VACATION USAGE

- A. Department of Public Works employees in the Highway Department may not take their vacation during the period from December 1st through March 31st except at the discretion of the Department Head.
- B. Half-day and single vacation days may be taken by an employee if requested two weeks in advance up to a maximum of five days per year. Additional single vacation days may be taken at the discretion of the Department Head. Other earned vacation days must be taken on a weekly basis.
- C. All vacation shall be taken in the anniversary year (anniversary date to anniversary date) during which the employee becomes entitled thereto, and no part of such vacation shall be carried over from one year to another, unless the pressure of work in the particular department makes it impossible for the Supervisor and/or Department Head to approve vacation during such year. In such case, the unused vacation for that year, up to a maximum of five days, shall be added to the vacation to which the employee is entitled during the following year. Any additional unused vacation time shall be paid for at the end of the anniversary year in which it was supposed to have been taken.

SECTION 3: VACATION SCHEDULES

Departments must post a vacation calendar which identifies approved vacations within that department. The purpose of this calendar is to help employees schedule vacations by considering the schedules of others. Employees are encouraged to submit vacation requests as early as possible.

- A. The employee with the most seniority in the department shall receive consideration for vacation approval over other employees with less seniority. Employees are encouraged to schedule vacations as early as possible.

- B. Seniority is the governing factor in determining vacation approvals up until 60 calendar days before the vacation dates requested. For example, an employee desiring Christmas week vacation would have to submit his/her request 60 calendar days before the vacation dates requested in order for his/her seniority to be considered over a conflicting vacation request by another employee.
- C. The County will provide to the employee by the 53rd day prior to the beginning of the vacation date an approval or denial of the vacation request.
- D. Vacation request will be approved on a first come, first served basis within the 60 calendar days of the beginning of a particular vacation date.

SECTION 4: VACATION PAYOUT

Upon death, retirement, or separation of service of an employee, the employee or the beneficiary shall be paid for all unused vacation earned prior to one of the above events occurring at the current rate of pay for the employee. If the employee separates from service, the employer shall pay the employee or the beneficiary for the unused vacation on a pro-rated basis in accordance with the number of months or portion thereof.

SECTION 5: SICK LEAVE

Sick leave shall be earned at the rate of one working day per month of continuous service.

As of January 1, 1989, employees with less than 100 sick days accrued cannot accrue more than 100 days. Employees with more than 100 sick days cannot accrue more than 165 sick days. Employees who retire (eligible to collect pension) will be paid out for accrued sick and vacation time. Employees, who resign, will be paid out for accrued vacation time only.

Normally, for absences of less than three days, employees will not be required to provide a physician's statement certifying to their illness or disability. However, where absences are of three consecutive days in duration such statement may be required by the Department Head. Additionally, if a Department Head discerns that an employee is demonstrating a pattern of abuse of sick leave, the Department Head may require a physician's statement at any time.

SECTION 6: UNUSED SICK LEAVE

Unused sick leave (not to exceed the employee's maximum accumulated sick leave) upon retirement may be converted into:

1. A cash payment
2. Additional service credit
3. Or, utilized in its entirety to offset the cost of the retiree's health insurance premium

Upon the death of an employee, the employee's beneficiary or estate shall be given a cash payment equal to the amount of unused sick leave.

Employees terminated for cause upon the recommendation of the Section 75 Panel Hearing Officer, shall receive no payout of sick leave.

Employees who separate from County service shall not be entitled to payment for unused sick leave.

SECTION 7: FAMILY SICK LEAVE

Employees may use up to five sick leave days annually non-cumulative (deductible from the employee's available sick leave entitlement), for absence due to illness in the employee's household family. "Household family" shall mean any person residing within the employee's immediate household but shall also include the employee's mother, father and children wherever they reside.

SECTION 8: SICK LEAVE BUYBACK

- A. Employees with more than 30 days accrued sick leave and more than five years of continuous service may sell back to the County, a block of five sick days annually, payable the last quarter of each year, each employee must maintain 30 sick days of accrued sick leave to be eligible.
- B. Employees with more than 60 days accrued sick time and more than five years of continuous service may sell back to the County, a block of ten sick days annually, payable the last quarter of the year, each employee must maintain 60 days of accrued sick leave to be eligible.

SECTION 9: FAMILY MEDICAL LEAVE

Benefits under the Family Medical Leave Act (FMLA) shall be provided pursuant to the procedures set forth in Appendix A. (Family and Medical Leave of Absence Policy and related forms are available through the Personnel Department, as referenced in Appendix A).

SECTION 10: PERSONAL LEAVE

Each County employee shall receive personal leave each year. Full-time employees shall accrue from 35 hours to a maximum of 40 hours per year based on his/her regularly scheduled work week. Other benefited employees shall accrue personal time based on a pro-rated schedule. Such leave shall be non-cumulative. Personal leave requests shall be made 48 hours in advance except in emergency situations, in which case the County may require a reason for the leave request. Newly hired employees shall be limited to the use of two personal leave days during the first six months of employment.

SECTION 11: UNUSED PERSONAL LEAVE

Unused personal leave shall be converted to sick leave upon the employee's anniversary date.

SECTION 12: BEREAVEMENT LEAVE

In the event of a death in the immediate family, an employee shall be allowed three bereavement days with pay for each such death. The immediate family shall be defined as: husband, wife, son, daughter, mother, father, step-parent, sister, brother, father-in-law, mother-in-law, step-father-in-law, step-mother-in-law, son-in-law, daughter-in-law, grandparents, grandparent-in-law, brother-in-law, sister-in-law, grandchildren, stepchildren, or any person residing in the immediate household of the employee.

ARTICLE 13

DISABILITY INSURANCE, HEALTH INSURANCE AND RETIREMENT

SECTION 1: DISABILITY INSURANCE

The employer shall provide and pay 100% of the cost of New York State Disability Insurance for all employees covered under the agreement in addition to the employees' existing sick leave benefits.

In an instance where an employee wants to diminish the loss of sick leave, such employee shall turn over to the employer, the weekly disability check and in return, the employer shall credit the employee with that portion of the sick leave used in each week which is paid for by the employee's disability check; this buy-back becomes available for a separate illness.

SECTION 2: HEALTH INSURANCE

The County shall provide for health (currently, Empire Blue Cross PPO and Empire Blue Cross POS), dental (currently, Delta Dental) and vision care (currently Empire Blue View Vision) plans, providing benefits in accordance with the carrier contracts and the applicable schedules therein.

- A. Employees shall have the option of buying into the dental and vision care plans, at the employee's share of premium, while opting out of the health insurance plan.
- B. The parties agree that the County shall have the right to substitute through a carrier of their choice (or become self-- insured) for the health insurance coverage indicated in the paragraphs above. In doing so, the County will provide CSEA with at least 90 days' notice of the effective date of such change. CSEA will have the right to review and study the benefits of said proposed plan to insure that it is at least comparable to the benefits of the plan in effect at the time of said change.
- C. Employees hired on or after 1/1/94 shall contribute 15% of the applicable health insurance premium.
- D. Employees hired after September 19, 2012, shall contribute 20% of the applicable health insurance premium.

SECTION 3: HEALTH INSURANCE BUYOUT

- A. Candidate must demonstrate and maintain adequate coverage with another Health Insurance Program.
- B. Employee withdraws for one year.
- C. Selection must occur during the annual enrollment period, or after a life changing event. Employees who buyout of the health insurance plan after the annual enrollment period shall receive a prorated amount based upon the number of months remaining in the year. Participants must renew the buyout option on an annual basis.
- D. The Health Insurance Buyout of \$1,000 per year shall be in quarterly installments of \$250.00 each.

SECTION 4: HEALTH INSURANCE WHILE ON LEAVE

- A. While an employee is on an unpaid leave of absence, such employee shall be allowed to continue health insurance coverage with the employer at the employee's expense.
- B. When an employee is on Workers Compensation leave, the employer shall continue the payment of the employee's total premium, both individual and dependent coverage.

SECTION 5: RETIREE HEALTH INSURANCE

Employees, who retire from the County with six years of County service, shall be eligible for retiree health, dental and vision insurance, pursuant to the County's current practice. The County shall pay 50 percent of the premium cost and the employee shall pay 50 percent of the premium cost.

SECTION 6: RETIREMENT

The County agrees to provide the retirement plans and related death benefits and sick leave options as provided for by the New York State Retirement and Social Security Law.

The County's sole obligation is to make the required contributions to the applicable State plans and options.

SECTION 7: FLEXIBLE SPENDING ACCOUNT

The County will provide a Flexible Spending Account (IRS Flex 125 Plan), with County limits and procedures to be established.

ARTICLE 14

SENIORITY

SECTION 1: SENIORITY

Employment seniority shall commence on the date of the employee's first hiring by the County. Less than half-time employees, who are appointed to a benefited position, shall have a seniority date commensurate with the date that such employee begins their benefited position.

Seniority shall be the governing factor in layoffs, vacations and shift assignments.

SECTION 2: BREAKS IN SERVICE

Should an employee have a break in service of greater than a year, their seniority date shall commence on their new date of hire, or pursuant to Civil Service Law, and whichever provides the greater allowable break in service.

SECTION 3: SENIORITY/OVERTIME

Seniority in job title shall be the governing factor in assigning overtime, except that the County shall have the right to maintain the employees who are assigned to Road Paving, Road Reclamation and Snow Removal in the event of overtime only.

Overtime assignments in DPW (Highway) shall be assigned as follows:

- a) Employees within the substation where the overtime is required.
- b) In the event additional manpower is necessary, the overtime assignment shall be made to employees within the section where the overtime is required.
- c) In the event additional manpower is necessary, the overtime assignment shall be made County wide by seniority within job title.
- d) The County agrees not to transfer employees from their respective substations or sections for the sole purpose of avoiding overtime opportunities for those employees.
- e) It is not the intent of this provision to restrict or diminish the County's right to utilize its workforce where needed, nor is it the intent of this provision to impact the manner in which the various DPW crews are filled or utilized.

SECTION 4: PART-TIME SENIORITY

Part-time employees shall have a separate seniority roster which shall be subordinate to the seniority roster of the full-time permanent employees.

SECTION 5: SENIORITY FOR VACANCIES/PROMOTIONS

Preference shall be given to the senior most qualified employee in filling existing vacancies (including promotions).

SECTION 6: ABOLITION OF NON-COMPETITIVE AND LABOR CLASS POSITIONS

In the event of a reduction in force, the employee with the least departmental seniority in the job title shall be excised first. Any further reductions shall proceed on the same basis.

An employee so excised, shall have the right to displace the least senior incumbent (within the department only) in the next lower job title previously worked at that title's rate of pay. For this purpose a job whose title may have been changed through reclassification and in which the excised employee had formerly worked subject to the County Personnel Officer's determination on records under the Personnel Officer's control shall be considered a "next lower job title previously worked".

Employees who are earning above the base rate who retreat to a lower paying classification shall continue to earn the differential in the new classification.

Probationary, temporary, seasonal and part-time employees shall be laid off before resorting to job abolition among full-time permanent staff.

ARTICLE 15

TENURE

SECTION 1:

After the completion of 18 consecutive satisfactory months of employment with the County, all employees in the labor and non-competitive class shall be afforded the same rights and privileges that competitive class employees receive under the provisions of Section 75 of the Civil Service Law as it relates to removal and suspension of an employee.

SECTION 2:

Section 75 Hearing Officers shall be selected from an agreed upon Panel of Hearing Officers. The Panel shall consist of 3 to 5 agreed upon members. Hearing Officers will agree to be available within thirty (30) days of notice unless there are extenuating circumstances (they are out of State, illness, etc.). If a panel member is unavailable more than three times in any given year, then that panel member shall automatically be deleted from the list and the parties shall mutually agree upon a replacement.

In the event a panel member is unavailable (as noted above), he or she will remain at the top of the list, and the next panel member on the list will be chosen.

Section 75 of the Civil Service Law will, in all other respects, be fully operative.

Upon mutual agreement, any panel member may be deleted from the panel or new panel members may be added to the panel.

When a Hearing Officer recommends termination, the terminated employee shall not be eligible for payout of their accrued sick leave. When the Hearing Officer recommends a penalty other than termination and the County terminates such employee, said employee shall be eligible for a payout of their accrued sick leave.

The County will not automatically schedule Section 75 Hearings except in those cases where termination is the intended penalty. In the event of a late cancellation by CSEA without cause attributable to the County, CSEA agrees to pay 50% of the Hearing Officer's cancellation fee.

SECTION 3: JOB ABANDONMENT

- A. Any employee absent from work without authorization (no call/no show) for 14 consecutive calendar days shall be deemed to have resigned from his or her position if the employee has not personally contacted his or her Department Head or designee on or before the 15th calendar day following the commencement of such period of unauthorized absence.
- B. Within the first seven (7) days of said absence without authorization, the appointing authority shall send notification to the employee and the CSEA President by certified mail, return receipt requested, that the employee's absence is considered unauthorized and would be deemed to constitute their resignation.
- C. Within 15 calendar days commencing from the 15th consecutive day of absence from work without authorization an employee may submit an explanation concerning his or her absence to the appointing authority. The burden of proof shall be upon the employee to establish that it was not possible for him or her to report to work or notify the appointing authority or designee of the reason for his or her absence. The appointing authority shall issue a short response within 5 calendar days after receipt of such explanation.
- D. If the employee is not satisfied with the response, CSEA upon the employee's request may appeal the appointing authority's response to the Director of Employee Relations within 5 calendar days after receipt of the appointing authority's response. The Director of Employee Relations or designee shall issue a written response within 5 calendar days after receiving such appeal.
- E. CSEA may appeal the Director of Employee Relations determination to Triage for the sole purpose of determining whether or not the employee should have been afforded NYS CSL Section 75 rights.

ARTICLE 16

DISPUTE AND GRIEVANCE PROCEDURE

SECTION 1: PURPOSE

It is the intent of the County and the Union that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement, but shall not be precedent in a later grievance proceeding.

SECTION 2: DEFINITIONS

- A. A "grievance" is any alleged violation of this agreement or any dispute with respect to its meaning or application.
- B. An "employee" is any person in the unit covered by this agreement.
- C. An "aggrieved party" is the employee or group of employees who submit a grievance or the Union on behalf of said employee(s).

SECTION 3: SUBMISSION OF GRIEVANCES

- A. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.
- B. Each grievance shall be submitted in writing on a form approved by the County and the Union and shall identify the aggrieved party, the provision of this agreement involved in the grievance, the time and place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions, a general statement of the grievance and redress sought by the aggrieved party.
- C. A grievance shall be deemed waived unless it is submitted within 30 days after the aggrieved party knew or reasonably should have known of the events or conditions on which it is based.
- D. An employee or group of employees or the Union may submit grievances which affect them personally or collectively and shall submit such grievances to their Department Head or designee.
- E. A class action grievance submitted on behalf of employees who encompass more than one Department, shall be submitted to the Director of Employee Relations or his/her designee.

SECTION 4: GRIEVANCE PROCEDURE

- A. The Department Head or his/her designee shall, upon request, meet with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement with respect to his or her position no later than two weeks after the aforementioned meeting. If the aggrieved party is not satisfied with the response, or if no response is received within the two week period, the aggrieved party may submit a copy of the grievance to the Director of Employee Relations no later than one week thereafter.
- B. The Director of Employee Relations shall, within two weeks after receipt of the grievance, provide the aggrieved party with a statement of the County's position with respect to the grievance.
- C. In the event the Union is not satisfied with the statement with respect to the grievance or if no response is forthcoming by the Director of Employee Relations, the Union may, within 15 days thereafter, refer the grievance to the Triage Procedure as outlined in Appendix C.
- D. The Union or County shall have the option to bypass the Triage Procedure as outlined in Appendix C and proceed directly to Arbitration.

SECTION 5: ARBITRATION

- A. The County and the Union shall mutually agree to a designated arbitrator.
- B. The arbitrator's decision will be in writing and will set forth the arbitrator's findings, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this agreement. The arbitrator shall have no power to alter, add to or detract from the provisions of the agreement. The decision of the arbitrator shall be final and binding on both parties.
- C. The cost for the services of the arbitrator will be shared equally by the County and the Union.
- D. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise might be available in resolving disputes covered under this agreement.

ARTICLE 17

JOB AND WORK SECURITY

SECTION 1: CONTRACTING OUT

Work usually performed by the employees covered under this agreement shall not be contracted out if it will result in a loss of employment to employees covered by this agreement.

SECTION 2: OUT OF TITLE PAY

- A. Any employee may be assigned temporarily to perform duties of a higher classification in an emergency situation. In such event, the employee is to be compensated at the higher rate of pay, at their current step for each hour worked in the higher classification. Such out-of-title pay shall continue for the duration of the performance of the higher classification work.
- B. An employee who is assigned temporary duties of a lower classification shall be compensated at the employee's regular rate of pay.

SECTION 3: NOTICE OF LAYOFFS

In a layoff (reduction in force) affected permanent employees shall be given 30 calendar days' notice of such layoff. The County reserves the right, at its option, to provide pay in lieu of such notice.

ARTICLE 18

RECIPROCAL RIGHTS

SECTION 1: BULLETIN BOARDS

The Union shall have the right to post notices and other communications on bulletin boards maintained on County premises and facilities provided such notices and communications are union related and do not contain partisan political material.

SECTION 2: VISITATION

The officers and agents for the Union shall have the right to visit County employees at their work locations for the purpose of adjusting grievances and administering the terms and conditions of this agreement.

SECTION 3: UNION RELEASE TIME

- A. Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of the Labor Agreement shall be permitted a reasonable amount of time, free from their regular duties to fulfill their obligations. The purpose is for the maintenance of harmonious and cooperative relationships between the County and the employee and the uninterrupted operation of the County government.
- B. It is important for an employee who is released with pay for Union business, as well as the Union to recognize that the regular operations of the County are not to be disrupted due to the employee's absence. The employee and/or the organization are to file the appropriate leave form in advance to the Department Head or designee so that an employee's position may be covered so that there is no disruption in County or Departmental operations.
- C. A Union member designated in accordance with the provisions of the Labor Agreement, to be absent for Union business shall also maintain a log of his/her Union activity that occurs during the work day. The log shall show the date and time of each occasion, with a start and ending time. It is not necessary for the log to show Union activity which required less than 15 minutes of the member's time in relation to any one matter, but it shall be necessary for the log to show the nature of the union business. The log shall be made available to the Department Head or designee at his or her request.
- D. Prior to the arrival of a Union representative to an employee's work location, the Union representative shall notify the Department Head or designee of their intended presence and estimated duration of their stay.
- E. The Union representative shall, upon return to the work area, notify the Supervisor of the time of return.

SECTION 4:

The Union agrees to do its utmost to see that its members perform their respective duties loyally and continuously under the terms of this agreement. The Union and its members will use their best endeavors to protect the interests of the County, to conserve the property, protect the public and to give service of the highest quality.

SECTION 5: UNION LEAVE

The County shall give release time with pay to their Union employees designated by the Association for attendance at meetings, conferences and conventions, which are educational by nature up to a maximum of 60 work days per year inclusive of the days of salary and fringe costs which are reimbursed to the County by CSEA for the Board of Directors. All the accountability requirements contained in Section 3 shall be applicable to this section.

SECTION 6: CONTRACT NEGOTIATIONS

The County shall give release time with pay to five members of the bargaining unit to participate as the Union Negotiating Committee in negotiating the contract, when negotiating sessions are held during work hours.

SECTION 7: MEETING SPACE

The County shall provide the Union with the use of meeting space in a County building for the purpose of conducting monthly or special Union meetings.

SECTION 8: UNION INSURANCE PROGRAMS

The County shall allow CSEA insurance solicitation to be conducted by those individuals designated by CSEA. Such solicitations will be conducted so as not to interfere with an employee's work schedule.

SECTION 9: NON-DISCRIMINATION

The County and the Union shall continue to assure an equal opportunity in employment regardless of race, color, religion, sex or national origin.

ARTICLE 19

WORKING CONDITIONS

SECTION 1: NOTICE

The County or its designee shall notify the Union at least seven days in advance of any change in working conditions or working methods, except where such a change is required because of an emergency or major disaster over which the County has no control.

SECTION 2: DRESS CODE

Employees are required to wear appropriate work attire. Employees have an obligation and are required to maintain reasonable dress standards.

SECTION 3: DRUG & ALCOHOL TESTING

The County shall have the right to drug/alcohol test employees under reasonable suspicion as outlined under the County's Drug/Alcohol Testing Policy and Procedures.

ARTICLE 20

LEAVES OF ABSENCE

SECTION 1: MATERNITY LEAVE

A pregnant County employee, employed by the County for 26 weeks or more, shall be granted a leave of absence without pay for a period up to 12 months. The employee shall notify her Department Head of her pregnancy no later than the fourth month of her pregnancy. The Department Head and the employee shall decide when the leave shall begin and the length of the leave. The employee may continue to work up to the ninth month of pregnancy if such employee so desires. However, the employee must provide the employer with a physician's statement of physical fitness to continue to work beyond the sixth month. The employee shall be allowed to reduce the 12 month period of leave or other designated period by using any or all of their earned leave credits. A physician's statement shall be required prior to the return of the employee to duty.

SECTION 2: MILITARY LEAVE

All employees covered under this agreement, called to active duty that are in the Reserves or National Guard or those who have enlisted or are subject to call by the Draft Board shall receive a military leave of absence. Upon return from duty, the employee shall be reinstated to his/her position. Employees will receive their regular pay and other benefits in accordance with New York State and/or Federal Military Law.

SECTION 3: EDUCATION LEAVE

Educational leaves of absence of not more than one year shall be granted without loss of previously earned salary, fringe benefits and seniority rights, at no cost to the County and subject to the approval of the County Executive.

SECTION 4: UNION LEAVE OF ABSENCE

The County Executive may grant an appropriate leave for anyone elected or appointed to a state CSEA position which is reimbursable by CSEA.

ARTICLE 21

JURY DUTY AND/OR COURT APPEARANCE

On proof of the necessity of jury services, or to appear as a witness to subpoena or other order of the court for a work-related issue, an employee shall be granted a leave of absence with pay with no charge against leave. The employer shall grant time off against leave accruals for other than work related for subpoena or other court appearance. The employee shall be entitled to the difference between the daily pay less any fees received as a witness or juror. Mileage fees are retained by the employee.

ARTICLE 22

JOB POSTING

SECTION 1: NOTICE TO THE UNION

When a job vacancy occurs within County employment, the County will be responsible for delivering enough copies of the announcement to the Unit President at least 15 working days prior to the date the vacancy is to be filled. The Unit President will then promptly place such announcement in all work locations of employees who may be affected by the vacancy. Announcement of such vacancy shall contain the title of the position to be filled, the minimum qualifications required for appointment, the number of positions and work location of the vacancy.

SECTION 2: FILING DEADLINE

When such a vacancy is announced as provided herein, employees who wish to be considered for appointment to such vacancy shall be allowed to file appropriate notice therefore, with the appointing authority provided, however, that such notice must be filed within ten working days following announcement of the vacancy.

ARTICLE 23

LABOR/MANAGEMENT COMMITTEE

SECTION 1: LABOR MANAGEMENT

- A. To continue a harmonious and cooperative relationship and to increase the efficiency and welfare of the County, periodic meetings of a Labor/Management Committee are necessary, wherein both the representatives of the Unit and Management may discuss complaints, eliminate problems or resolve potential grievances.
- B. The Committee shall meet, preferably on a quarterly basis, but at a time and date mutually determined by members of the Committee. Such meetings may be mutually canceled or adjourned.

SECTION 2: TUITION REIMBURSEMENT PROGRAM

- A. Tuition Reimbursement Program (currently \$60,000) is administered by the Labor/Management Committee.

ARTICLE 24

SEPARABILITY

SECTION 1:

If any article or part of this agreement or any addition thereto should be decided as in violation of any federal, state or local law, or if adherence to the enforcement of any article or a part thereof should be restrained by a court of law, the remaining articles of the agreement or any addition thereto shall not be affected.

SECTION 2:

If a determination or decision is made as per Section 1 of this article, the original parties to this agreement shall convene immediately for the purposes of negotiating a satisfactory replacement for such article or part thereof.

ARTICLE 25

LEGISLATIVE ACTION

PURSUANT TO LAW, "IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

ARTICLE 26

TERM OF AGREEMENT

This agreement shall become effective January 1, 2015 and shall continue until the close of business December 31, 2016.

In Witness whereof, the parties hereto have caused this Agreement to be signed by their duly authorized officers, this ____ day of _____, 2015.

COUNTY OF ULSTER:

**CIVIL SERVICE
EMPLOYEES
ASSOCIATION, Inc.,
LOCAL 1000, AFSCME,
AFL-CIO for the ULSTER
COUNTY UNIT #8950**

**MICHAEL HEIN
COUNTY EXECUTIVE**

**MICHAEL CIMORELLI
UNIT PRESIDENT**

**HOWARD BAUL
LABOR RELATIONS SPECIALIST**

SCHEDULE A

TITLES INCLUDED IN GRADE

GRADE 1

Aging Services Aide
Aging Services Worker

Community Services Aide
Community Services Representative
Parking Lot Attendant
Photocopy Attendant

GRADE 2

Cleaner

GRADE 3

Breastfeeding Peer Counselor
Clerk
Database Clerk/Typist
Home Health Aide
Typist

GRADE 4

Building Custodial Worker
Community Corrections Assistant
Custodial Worker
Driver/Messenger
Environmental Health Aide
Head Cleaner
Receiving and Delivery Clerk
Receptionist
Receptionist W/Typing
Stenographer
Telephone Operator
Transcribing Typist

4/16/2015

GRADE 5

Alternative Sentencing -Crew Supervisor
Mail and Supply Clerk
Senior Database Clerk/Typist
Senior Telephone Operator

GRADE 6

Account Clerk
Account Clerk/Typist
Automotive Mechanic Helper (except DPW)
Building Maintenance Worker I
College Secretary I
HEAP Aide
Instructional Media Assistant
Library Clerk
Library Typist
Records Clerk
Secretary I
Senior Aging Services Aide

GRADE 7

Account Clerk/Stenographer
Building Custodial Leader
Building Maintenance Leader
Caseworker Aide
Chemical Dependency Aide
Index Clerk
Index Clerk/Stenographer
Index Clerk/Typist
Motor Vehicle Application Examiner
Personnel Clerk
Print Shop Clerk
Senior Clerk
Senior Transcribing Typist
Senior Typist

GRADE 8

Bus Dispatcher
Bus Driver
Bus Driver/Dispatcher
Data Entry Operator
Data Entry Operator/Typist
Library Assistant
Machine Operator
Machine Operator (Information Services)
Motor Vehicle Cashier
Personnel Assistant Trainee
Senior Records Clerk
Senior Stenographer
Tax Map Technician Trainee
Veterans Service Driver

GRADE 9

Automotive Mechanic (except DPW)
Building Trades Worker
Campus Maintenance Mechanic
Campus Security Officer
College Secretary II
Electrical Maintenance Worker
Expeditor
Job Developer
Personnel Assistant
Resource Assistant
Secretarial Center Supervisor
Security Guard
Senior Account Clerk
Senior Account Clerk/Stenographer
Senior Account Clerk/Typist
Senior Data Entry Operator
Senior HEAP Aide
Senior Index Clerk
Senior Index Clerk/Typist
Senior Library Clerk
Senior Library Typist
Social Welfare Examiner Trainee
Support Center Supervisor
Telephone Maintenance Worker
Veterans Service Assistant

GRADE 10

Administrative Aide
Administrative Aide/Stenographer
Administrative Aide/Typist
Alternative Sentencing Assistant
Automotive Mechanic II (except DPW)
Buyer
Campus Administrative Aide
Campus Administrative Aide/Stenographer
Campus Administrative Aide/Typist
Child Support Specialist
Child Support Specialist (Spanish Speaking)
Computer Operator Trainee
Compensation /Disability Claims Examiner
Coordinator, Physically Handicapped Children's Program
Financial Aid Assistant
Head Bus Driver (UCAT)
Information Technology Supervisor
Legal Secretary to the District Attorney
Legal Stenographer
Licensed Practical Nurse (OFA)
Physical Education Assistant
Principal Clerk
Principal Transcribing Typist (Health Department)
Probation Assistant
Public Health Technician Trainee
Public Transit Dispatcher/Trainer
Public Works Research Assistant
Records Management Technician
Senior Bus Dispatcher
Senior Community Corrections Assistant
Senior Machine Operator
Senior Motor Vehicle Application Examiner
Senior Motor Vehicle Cashier
Senior Motor Vehicle Cashier (Sub-Station)
Social Welfare Examiner
Tourism Information Assistant
Transportation Coordination Assistant
Veterans Benefits Representative
Water Treatment Plant Operator Trainee

GRADE 11

Accredited Records Technician
Archival Processing Technician
Associate Buyer
Audio Visual Technician
Building Maintenance Specialist
Building Maintenance Supervisor
Campus Maintenance Specialist
Community Relations Assistant
Computer Operator
County Archivist
Electronics Technician/Mechanic
Environmental Management Program Assistant
Heating and Ventilating Building Maintenance Specialist
Legal Aide
Personnel Technology Specialist
Principal Account Clerk
Principal Library Clerk
Public Auction Specialist
Public Health Technician
Records Technician
Senior Personnel Assistant
Senior Resource Assistant
Senior Security Guard
Social Services LAN Specialist
Social Welfare Specialist
Support Services Coordinator
Water/Sewage Treatment Plant Operator

GRADE 12

Administrative Assistant
Administrative Assistant/Stenographer
Administrative Assistant/Typist
Assistant Director (Office for the Aging)
Building Examiner/Safety Inspector
Campus Administrative Assistant
Campus Administrative Assistant/Stenographer
Campus Administrative Assistant/Typist
Coordinator of Group Sales & Marketing
Early Intervention Specialist Trainee
Emergency Dispatcher Trainee
Employment and Training Assistant
Employee Benefits Specialist
Field Service Technician Trainee

4/16/2015

Head Clerk
Lead Automotive Mechanic (except DPW)
Office Assistant
Paralegal Assistant
Planning Technician
Principal Machine Operator
Principal Records Clerk
Public Auction Coordinator
Public Health Education Assistant
Public Transit Maintenance and Safety Assistant
Real Property Information System Specialist Trainee
Real Property Tax Service Aide
Real Property Tax Service Assistant
Senior Buyer
Senior Campus Security Officer
Senior Child Support Specialist
Senior Compensation/Disability Claims Examiner
Senior Legal Stenographer
Senior Probation Assistant
Senior Public Health Technician
Senior Records Management Technician
Senior Social Welfare Examiner
Supervisor of Central Services
Telephone System Support Supervisor
Work Force Development Assessor

GRADE 13

Assistant Fiscal Manager
Assistant Program Manager
Caseworker Trainee
Coding Analyst
Consumer Advocate
Disability Program Navigator
Disability Resource Coordinator
Early Intervention Specialist
Electrical Construction & Maintenance Supervisor
Emergency Service Dispatcher I
Employment and Training Coordinator
Employment and Training Counselor
Environmental Management Program Coordinator
Environmental Resource Graduate Intern
Environmental Resource Technician
Field Service Technician
Head Account Clerk
HEAP Coordinator

4/16/2015

Heating, Plumbing, Air Conditioning Specialist
Junior Accountant
Land Manager
Maintenance and Construction Supervisor
Managed Care Specialist
Payroll Supervisor
Resource Unit Coordinator
Senior Building Examiner/Safety Inspector
Senior Building Maintenance Specialist
Senior Computer Operator
Senior Public Auction Coordinator
Social Services Investigator
Tax Collection Supervisor
Technical Asset Coordinator
WIC Program Nutritionist
Work Force Development Coordinator

GRADE 14

Auditor Trainee
Case Manager
Caseworker
Chemical Dependency Assistant
Child Assistant Program Coordinator
Computer Applications Programmer Trainee
Counselor II
Crime Victim Counselor
Defender Based Advocate
Deputy Safety Officer
Emergency Service Dispatcher II
Food Stamp Coordinator
Management Analyst Trainee
Mental Health Nurse
Occupational Therapy Assistant
Physical Therapy Assistant
Preschool Program Specialist
Principal Buyer
Principal Child Support Specialist
Principal Records Management Technician
Principal Social Welfare Examiner
Probation Officer Trainee
Public Health Sanitarian Trainee
Public Transit Coordinator
Public Transit Dispatch & Operations Coordinator
Public Transit Grants & Procurement Specialist
Public Transit Maintenance & Safety Coordinator

4/16/2015

Registered Nurse (Health Department)
Registered Professional Nurse (DSS)
Senior Social Services Investigator
Senior WIC Program Nutritionist
Tax Map Specialist

GRADE 15

Accountant
Assistant Director of Maintenance
Assistant Projects Manager
Assistant to the Medical Examiner
Auditor
Chief Account Clerk
Chief Social Services Investigator
Customer Support Representative
Early Intervention Coordinator
Evaluative Analyst I
Family Court Supervisor
Fleet Maintenance Coordinator
Head Social Welfare Examiner
Help Desk Technician
Medical Billing Coordinator
Occupational Therapist
Paralegal
Probation Officer
Public Health Nurse
Public Health Sanitarian
Real Property Information Systems Specialist
Resource Unit Administrator
Senior Caseworker
Senior Coding Analyst
Senior Consumer Advocate
Senior Crime Victim Counselor
Senior Employment and Training Coordinator
Senior Environmental Resource Technician
Senior Land Manager
Senior Mental Health Nurse
Technical Support Technician I
Transportation Planner Trainee

GRADE 16

Case Supervisor, Grade B
Chief Social Welfare Examiner
Community Education Specialist
Coordinator Child Support Enforcement
Court Reporter
Court Stenographer
Geographic Information System Coordinator
Information Services Business Administrator
Medical Worker
Planner
Public Health Education Coordinator
Senior Probation Officer
Senior Probation Officer (Spanish Speaking)
Senior Public Health Sanitarian
Senior Tax Map Specialist
Telecommunications Systems Coordinator
Transportation Planner
WIC Program Coordinator

GRADE 17

Chemical Dependency Specialist
Chemical Dependency Specialist-Children's Services
Civil Engineer
Emergency Medical Services Coordinator
Employment and Training Counseling Supervisor
Environmental Planner
Evaluative Analyst (Community Mental Health)
Evaluative Analyst II
Fiscal Manager
Mental Health Specialist
Mental Health Specialist Children's Services
Projects Manager
Psychiatric Social Worker
Resident in Psychology
Senior Public Health Education Coordinator
Senior Technology Specialist
Senior Technology Supervisor
Supervisor, Real Property Tax Service Agency

GRADE 18

Associate Public Health Sanitarian
Computer Applications Programmer
Evaluative Analyst Programmer
Fiscal Officer
Mental Health Systems Supervisor
Projects Manager II
Psychiatric Nurse
Public Health Engineer Trainee
Senior Auditor
Senior Planner
Senior Transportation Planner
Storm Water Management Specialist I
Technical Support Programmer
Technology Engineer
Technology Engineer (GIS)
Telecommunications Systems Coordinator II

GRADE 19

Assistant Public Health Engineer
CDS Clinical Supervisor - Children's Services
Chief Management Analyst
Chemical Dependency Specialist-Clinical Supervisor
Computer Applications Programmer/Analyst
Mental Health Specialist-Clinical Supervisor
Mental Health Specialist-Clinical Supervisor-Children's Services
Mental Health Systems Specialist-Adult Services
Mental Health Systems Specialist-Children's Services
Mental Health Fiscal Supervisor
Psychologist I
Senior Psychiatric Social Worker
Standards Compliance Coordinator
Storm Water Management Specialist II
Tax Map Surveyor

GRADE 20

Chemical Dependency Specialist-Unit Leader
Mental Health Specialist-Unit Leader
Mental Health Systems-Unit Leader
Mental Health Fiscal Unit Leader
Principal Planner
Systems Analyst
Technology Team Leader

4/16/2015

GRADE 21

Principal Transportation Planner
Senior Public Health Engineer
Surveyor

GRADE 22

Environmental Engineer
Psychologist II
Senior Engineer
Staff Psychologist

GRADE 23

GRADE 24

Psychologist III

GRADE 25

Psychiatric Nurse Practitioner

SCHEDULE B

GRADE ASSIGNMENTS FOR DEPARTMENT OF PUBLIC WORKS

GRADE 1

Automotive Mechanic Helper
Carpenters Helper
Laborer I

GRADE 2

Equipment Painter
Motor Equipment Operator

GRADE 3

Tire Changer

GRADE 4

Highway Inventory Clerk

GRADE 5

Automotive Auto Body Repair
Automotive Parts Clerk
Bridge Welder
Carpenter
Construction Equipment Operator I
Engineering Aide
Laborer II
Machinist
Painter
Right-Of-Way Technician
Senior Tire Changer
Sign Maker
Timekeeper
Welder

4/16/2015

GRADE 6

Automotive Mechanic I
Blacksmith
Bridge Crew Leader
Construction Equipment Operator II
Equipment Maintenance Leader
Paint Crew Leader
Road Maintenance Leader
Senior Equipment Painter
Tree Maintenance Leader

GRADE 7

Automotive Mechanic II
Public Works Dispatcher
Senior Engineering Aide
Traffic Control And Safety Technician

GRADE 8

Highway Maintenance Specialist

GRADE 9

Assistant Civil Engineer

SCHEDULE C

Vacation shall be credited to each employee as earned on the basis of a monthly pro-ration; including use at six months of accrued days, after 12 months, one may use ten days, or the balance; the equivalent of which shall be ten days per annum, i.e. each vacation "unit" shall equal five sixths of one day per month for those employees who have one through five completed years of service. Upon completion of the first anniversary of service, the total entitlement is ten days' vacation. Upon an employee's fifth anniversary of continuous service, such employee will receive a third vacation week, i.e. a week in addition to the two earned.

Upon an employee's eighth anniversary of continuous service, such employee will receive 17 days' vacation; upon the completion of 12 years of continuous service, an employee will receive 20 days' vacation; upon completion of 16 years of continuous service, an employee will receive 22 days' vacation; upon completion of 20 years of continuous service, an employee will receive 25 days' vacation.

Monthly shall mean four calendar weeks of continuous service. Anniversary shall mean 12 months of continuous service.

APPENDIX A

FAMILY MEDICAL LEAVE ACT (FMLA)

Family leave shall be granted to an eligible employee to a total of 12 work weeks of leave during any 12 month period for the following:

(A) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.

(B) Because of the placement of a son or daughter with the employee for adoption or foster care.

(C) In order to care for the spouse, son, daughter or parent of the employee, if such spouse, son, daughter or parent has a serious health condition.

(D) Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

An employee entitled to leave under this policy shall be required to use accrued vacation, personal leave, or, for leave granted under paragraphs C or D, sick leave, for any part of a 12 week period of leave granted pursuant to this policy.

The County shall maintain coverage for health and dental insurance to an employee, on leave pursuant to this section for the duration of the 12 week period, and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave. The County may, to the extent permitted by this collective bargaining agreement, recover premiums that it has paid for the maintenance of health insurance coverage if the employee fails to return from leave granted pursuant to this policy, unless such failure to return results from the conditions necessitating the leave or such failure to return is beyond the control of the employee.

Nothing contained in this provision shall otherwise limit the obligations of the employer or the employee under the provisions of the Family Medical Leave Act

APPENDIX B

MILEAGE REIMBURSEMENT POLICY

MEMORANDUM

**TO: Department Heads
Payroll Clerks**

FROM: James Farina, Director of Employee Relations

RE: Mileage Reimbursement Policy

DATE: Amended October 3, 2007

Due to some concerns raised by the Auditing Department and the need to clarify the previously issued policy to fully encompass the practices within the County, the 9/26/07 Memo has been amended this date. Changes and additions are outlined in bold print. Please discard the Memo dated September 26, 2007.

The following guidelines should be applied when approving the payment of mileage for the use of personal vehicles while on County business.

Non-reimbursable Mileage:

- Mileage to and from an employee's home and regularly assigned work location is considered commutation and not reimbursable.
- Should an employee be called back to work, outside his or her normal work hours and he or she reports to his or her regularly assigned work location, his or her mileage is not reimbursable.
- An employee who is called back to work (ie. Snow plowing) and reports to an alternate work location, but that location is the employees assigned work location for the purposes of the call back, his or her mileage is not reimbursable.
- An employee who is regularly assigned to multiple work locations, the mileage to and from the employee's home and those work locations is considered commutation and not reimbursable.
- An employee assigned field work who proceeds from home to a field visit, the shorter distance from home to the first stop or home to the employee's regularly assigned work location, is commutation and not reimbursable. The reverse (last stop to home) also applies.

Reimbursable Mileage:

- Mileage from an employee's work location to an alternate work location is reimbursable.
- Should an employee be directed to report to an alternate work location on a temporary basis during his or her normal work week, his or her mileage is reimbursable, portal to portal.

4/16/2015

- Should an employee be called back to work, outside his or her normal work hours and he or she reports to an alternate work location, his or her mileage is reimbursable portal to portal.
- An employee assigned field work who makes a field visit directly from their home, shall receive mileage reimbursement for the difference if the field visit is greater than from the employee's home to their regularly assigned work location. In addition, any mileage from the first stop to any other work location, including the employee's regularly assigned work location is reimbursable. The reverse (last stop to home) also applies.
- An employee assigned field work who is called back to work after hours, weekends etc. to make a field visit, their mileage is reimbursable portal to portal.
- If an employee is assigned to attend a conference, training, and/or meeting on behalf of the County, the shortest distance, either home to the event or their regularly assigned work location to the event shall be reimbursed, pursuant to County Resolution 376 dated 11/10/88.
- Actual mileage driven should be supported by documentation including adequate address information to determine the reasonableness of the mileage claimed.
- When an employee is making multiple stops during the course of the day for which they are claiming mileage, each of those stops should be listed, with the appropriate mileage indicated.

Other Reimbursable Items:

- Original receipts must be provided for all reimbursements for anything other than the standard mileage rate.
EXCEPTION: If paid by E-Z Pass, you must provide a copy of the redacted statement with those charges that relate to County business highlighted.

Cc: Kevin DuMond, CSEA President
Howard Baul, LRS

APPENDIX C

TRIAGE PROCEDURE

Any grievance arising under Article 16 of the collective bargaining agreement shall be processed according to the Triage Procedure set forth herein with the specific intent of expediting resolution to those grievances.

A single Triage Arbitrator, who shall be mutually selected by the parties, shall hear all grievances processed under this procedure. At Triage, the Union shall be represented by a Labor Relations Specialist and others as the Union determines appropriate and the County shall be represented by the Director of Employee Relations and others as the County deems appropriate. It is understood that the parties present shall have the authority to settle grievances at the Triage session. The parties shall present all relevant information, documents and arguments to the Triage Arbitrator.

The Triage Arbitrator shall have complete authority to sustain or deny the grievance or to suggest and accomplish resolution of the grievance. If the Triage Arbitrator determines that an evidentiary hearing is necessary, the grievance shall be scheduled for an expedited arbitration before the Triage Arbitrator for the next available hearing date. The Triage Arbitrator shall discuss with the parties the specific issue to be arbitrated, and specify witnesses who shall testify at the expedited arbitration. The Triage Arbitrator shall have the authority to preclude witnesses they determine to be non-essential to the issue(s) before him/her.

The parties may provide legal counsel at the expedited arbitration. All relevant facts and documents shall be stipulated at the expedited arbitration, and witnesses may be presented upon the approval of the Triage Arbitrator. No additional evidence shall be introduced after the stipulation. The Triage Arbitrator shall take judicial notice of all relevant arbitration decisions. Except when requested by the Triage Arbitrator, there will be no written briefs filed; verbal closing statements will be allowed. The Triage Arbitrator shall render a written Award or confirm a Consent Award no later than thirty (30) days after the close of the hearing.

The Triage Arbitrator shall have full authority to resolve all procedural and substantive contractual issues at either the Triage phase or the Expedited Arbitration phase of the Triage Procedure. The Triage Arbitrator shall not have jurisdiction or authority to add to, modify, supplement thereto or to add new provisions of the agreement or any amendment or supplement thereto. The findings, conclusions and recommendations of the Triage Arbitrator for resolution of the grievance shall be binding on all parties to the proceeding.

All fees and expenses of the Triage Arbitrator shall be divided equally between the parties as provided in Article 16, Section 5 (C) of the Collective Bargaining Agreement. The parties agree that the Triage Arbitrator shall be paid the fee agreed upon with the Triage Arbitrator for such arbitration services.

APPENDIX D

Less Than Half-Time Agreement

MEMORANDUM OF AGREEMENT

By and Between

The County of Ulster

and

Civil Service Employees Association

WHEREAS, the County of Ulster (“County”) and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO (“CSEA”) are signatories to a Collective Bargaining Agreement; and

WHEREAS, CSEA filed a Petition seeking to represent employees of the County who work less than half-time; and

WHEREAS, the Public Employment Relations Board certified CSEA as the exclusive bargaining agent for the aforementioned employees; and

WHEREAS, the parties hereto entered into negotiations with respect to the terms and conditions of employment for said employees.

NOW, as and for a Memorandum of Agreement, the parties hereto agree as follows:

Employees of the County who work less than one-half time shall receive no other benefits except as expressly set forth herein.

1. The less than half-time employees, shall be paid at the starting rate for the grade applicable to their position.

2. All less than half-time employees, shall receive the CSEA more than half-time negotiated cost of living increases.
3. All less than half-time employees shall be eligible for shift differential.
4. All less than half-time employees shall receive double time for hours worked on the following holidays: Thanksgiving Day, Christmas Day, New Year's Day and July 4.
5. Overtime: All less than half-time employees shall be paid time and one-half for all hours worked over 40 hours in a work week. Less than half-time employees shall become eligible for benefits if they work in excess of either 910 hours (35 hour per week employee) or 1,040 hours (40 hour per week employee). Such benefits shall continue for the remainder of the calendar year, at which time they will no longer receive benefits.
6. Grievance Procedure: The grievance procedure contained in the Collective Bargaining Agreement shall pertain to less than half-time employees with respect to the terms and conditions of employment specified herein.
7. Ulster County Community College: Less than half-time employees at the Ulster County Community College who are paid at a rate greater than that which is specified herein, shall suffer no reduction in compensation. New employees shall be paid at the applicable starting rate.
8. Bereavement Leave: Regularly scheduled less than half-time employees shall be entitled to bereavement leave pursuant to Article 12, Section 12, provided the bereavement leave occurs on a scheduled day of work.
9. This Agreement shall be for the term January 1, 2015 through December 31, 2016

APPENDIX E

MEMORANDUM

**TO: DEPARTMENT HEADS
PAYROLL CLERKS**

FROM: James Farina, Director of Employee Relations

DATE: June 26, 2008

RE: Shift Differential

GUIDELINES FOR SHIFT DIFFERENTIAL UNDER THE CSEA CONTRACT

- Effective June 12, 2008 shift differentials are to be paid in accordance with the following guidelines.
- Shift differentials are only paid to employees working in Departments that have established shifts and/or shift work.
- Employees who work a schedule other than 8:00 am – 4:00 pm may be entitled to a 10% shift differential, provided that 50% of the hours worked for that day are after 4:00 pm or before 8:00 am. If an employee works 50% of their hours for that day after 4:00 pm or before 8:00 am, they are entitled to that days pay with shift differential. Example: Employee A works 1:00 pm – 9:00 pm, all hours worked are to include shift differential. Employee B works 10:00 am – 6:00 pm all hours worked are at the regular rate of pay.
- An employee whose regular schedule qualifies for shift differential, shall be entitled to shift differential when on paid leave such as vacation, sick, personal, comp time or holiday time.
- An employee whose regular schedule is 9:00 am – 5:00 pm in a Department that does not have shift work, who works 9:00 am – 9:00 pm is not entitled to shift differential for that day, but would receive comp or overtime depending on whether or not they were a 35 or 40 hour employee.
- An employee whose regular shift is 7:00 am – 3:00 pm in a Department that has regularly scheduled shifts and who works a double shift 3:00 pm – 11:00 pm is entitled to the shift differential for the 2nd shift plus any overtime/comp hours earned.
- Voluntary Alternative Work Schedules or Flex Schedules do not qualify for shift differential.

APPENDIX F

MEMORANDUM

TO: Department Heads
Payroll Clerks

FROM: James Farina, Director of Employee Relations

DATE: December 20, 2010

RE: CSEA Contract – Article 9 §3 Meal Allowance

It has recently been brought to my attention by the Comptroller's Office that there is a need to clarify the above referenced employee benefit as it pertains to the payment of a meal allowance during the lunch period..

The payment of a meal allowance should only occur when the employee is acting outside of their normal work activities, such as attending training, a conference, on an overnight or has been sent out of the County on County business.

Employees out of the office during the hours for lunch as outlined in Article 9 § 3 on routine County business within the scope of their job ie. Home visits, site visits, inspections etc. are not entitled to the meal allowance.

If you have any questions, please feel free to contact me at 340 – 3536.

Cc: Howard Baul, CSEA LRS

APPENDIX G

MEMORANDUM

TO: Department Heads
Payroll Clerks

FROM: James Farina, Director of Employee Relations

DATE: November 6, 2014

RE: Floating Holiday Clarification

In the hopes of eliminating the need to answer this question each time there is a floating holiday. **Leave accruals are not to be used on a floating holiday.** If an employee is off on a floating holiday, they will be paid for the holiday, if the employee works 3.5 hours; they will earn 3.5 hours of floating holiday time and be paid for the 3.5 hours worked and be paid 3.5 hours of holiday time.

For those who refer to my e-mail dated 3/4/08, that e-mail clarified how employees were to be paid, because some departments had approved leave on the floating holiday. My follow-up e-mail dated 3/10/08 indicated that it was advisable not to approve leave on a floating holiday, which has been the continuing practice.

Cc: Sheree Cross, Personnel Officer
Burt Gulnick, Commissioner of Finance
Wendy Williams, Payroll Manager
Cathy Racicot

4/16/2015