

**MEMORANDUM OF AGREEMENT
BY and BETWEEN
THE COUNTY OF ULSTER
And
CIVIL SERVICE EMPLOYEES ASSOCIATION, Inc.
LOCAL 1000, AFSCME, AFL-CIO
For
THE ULSTER COUNTY UNIT #8950**

The following Memorandum of Agreement reached on September 29, 2014 by the respective parties to the Agreement shall constitute any and all changes and modifications to the collective bargaining agreement which will expire on December 31, 2016. All other provisions of the collective bargaining agreement shall remain unchanged except for the modification of dates where applicable. This Memorandum of Agreement is subject to ratification by the CSEA membership and the Ulster County Legislature.

- 1) **Term of the Agreement:**
January 1, 2015 through December 31, 2016
- 2) **Article 7 Wages:**
Effective January 1, 2015 steps 1 – 6 shall be increased by 2.00%
Effective January 1, 2016 steps 1 – 6 shall be increased by 2.00%
- 3) Delete all references to the Golden Hill Health Care Center and Community Corrections Program.
- 4) **Article 10 §7 Emergency Closings:**
Delete 2nd sentence.
Add: 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.
- 5) **Article 14 §3 Seniority/Overtime:**
Add: Overtime assignments in DPW (Highway) shall be assigned as follows: 1) Employees within the substation where the overtime is required. 2) In the event additional manpower is necessary, the overtime assignment shall be made to employees within the section where the overtime is required. 3) In the event additional manpower is necessary, the overtime assignment shall be made County wide by seniority within job title. The County agrees not to transfer employees from their respective sub stations or sections for the sole purpose of avoiding overtime opportunities for those employees. It is not the intent of this

provision to restrict or diminish the County's right to utilize its workforce where needed.

6) **Article 15 Tenure §2:**

Add: The County will not automatically schedule §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.

7) **Article 15 Tenure §3: (New)**

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 absence without authorization.

(b) Within the first seven 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 resignation.

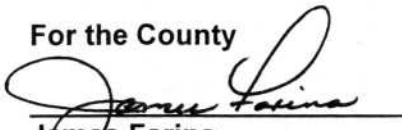
(c) Within 15 calendar days commencing from the 15th consecutive day of absence from work without authorization, an employee may submit an explanation concerning his or her absence, to the appointing authority. The burden of proof shall be upon the employee to establish that it was not possible for him or her to report to work or notify the appointing authority, or the appointing authority's 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 the Director's 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 §75 rights.

8) Add: Previously issued clarifying memos re: Article 9 §3 Meal Allowances, Article 7 §3 Shift Differentials and Article 11 §2 Floating Holidays.

For the County



James Farina
Director of Employee Relations

9/29/14

For CSEA



Howard Baul
Labor Relations Specialist

9/29/14